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SUBMITTED CONFIDENTIALLY TO THE SECURITIES AND EXCHANGE COMMISSION ON DECEMBER 19, 2013 AS AMENDMENT NO. 1 TO THE CONFIDENTIAL SUBMISSION FILE NO. 333-

Registration no. 333-

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

Form F-1
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

UNIQURE B.V.*
(Exact Name of Registrant as Specified in Its Charter)

N/A
(Translation of Registrant's Name into English)

The Netherlands	**2834**	**Not applicable**
(State or Other Jurisdiction of Incorporation or Organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

Jörn Aldag, Chief Executive Officer
Meibergdreef 61
Amsterdam 1105 BA, the Netherlands; Tel: +31 20 566 7394
(Address, Including ZIP Code, and Telephone Number,
Including Area Code, of Registrant's Principal Executive Offices)

Philip Astley-Sparke, President U.S. Operations
uniQure, Inc.
113 Hartwell Avenue
Lexington, MA 02421
Tel: +31 20 566 7394
(Name, Address, Including ZIP Code, and Telephone Number,
Including Area Code, of Agent for Service)

Copies to:

David E. Redlick, Esq. **Timothy J. Corbett, Esq.** **WilmerHale LLP** **10 Noble Street** **London EC2V 7QJ** **United Kingdom** **+44 20 7645 2400**	**Eric W. Blanchard, Esq.** **Brian K. Rosenzweig, Esq.** **Covington & Burling LLP** **The New York Times Building** **620 Eighth Avenue** **New York, New York 10018** **+1 212 841 1000**

Approximate date of commencement of proposed sale to the public: As soon as practicable after this Registration Statement becomes effective.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box. o

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. o

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. o

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. o

CALCULATION OF REGISTRATION FEE

TITLE OF EACH CLASS OF SECURITIES TO BE REGISTERED	PROPOSED MAXIMUM AGGREGATE OFFERING PRICE[(1)(2)]	AMOUNT OF REGISTRATION FEE
Ordinary shares, par value €0.01 per share	$	$

(1) Estimated solely for the purpose of determining the amount of registration fee in accordance with Rule 457(o) under the Securities Act of 1933.
(2) Calculated pursuant to Rule 457(o) based on an estimate of the proposed maximum aggregate offering price.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

*** We intend to convert the legal form of our company under Dutch law from a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) to a public company with limited liability (*naamloze vennootschap*) and to change our name from uniQure B.V. to uniQure N.V. prior to the consummation of this offering.**

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The information contained in this preliminary prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This preliminary prospectus is not an offer to sell these securities and we are not soliciting an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

SUBJECT TO COMPLETION, DATED DECEMBER , 2013

PRELIMINARY PROSPECTUS

Ordinary Shares

uniQure

uniQure B.V.

We are offering ordinary shares. This is our initial public offering, and no public market currently exists for our ordinary shares. We expect the initial public offering price to be between $ and $ per ordinary share. uniQure B.V. is a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands.

We have applied for listing of our ordinary shares on The NASDAQ Global Market under the symbol "QURE." We are an "emerging growth company" as defined by the Jumpstart Our Business Startups Act of 2012 and, as such, we have elected to comply with certain reduced public company reporting requirements for this prospectus and future filings.

Investing in our ordinary shares involves a high degree of risk. Please read "Risk Factors "beginning on page 15 of this prospectus.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

	PER ORDINARY SHARE	TOTAL
Public Offering Price	$	$
Underwriting Discounts and Commissions		
Proceeds to uniQure B.V., before Expenses		

(1) The underwriters will also be reimbursed for certain expenses incurred in this offering. See "Underwriting" for details.

Delivery of the ordinary shares is expected to be made on or about , 2014. We have granted the underwriters an option for a period of 30 days to purchase an additional ordinary shares. If the underwriters exercise their option in full, the total underwriting discounts and commissions payable by us will be $, and the total proceeds to us, before expenses, will be $.

Jefferies **Leerink Swann**

Piper Jaffray & Co.

Prospectus dated , 2014.

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Neither we nor the underwriters have authorized anyone to provide you with any information other than that contained in this prospectus or in any free writing prospectus we may authorize to be delivered or made available to you. We take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. This prospectus may only be used where it is legal to offer and sell our ordinary shares. The information in this prospectus is accurate only as of the date of this prospectus, regardless of the time of delivery of this prospectus or any sale of our ordinary shares. Our business, financial condition, results of operations and prospects may have changed since that date. Neither we nor the underwriters are making an offer of these securities in any jurisdiction where the offer is not permitted.

Through and including , 2014 (25 days after the commencement of this offering), all dealers that buy, sell or trade our ordinary shares, whether or not participating in this offering, may be required to deliver a prospectus. This delivery requirement is in addition to the dealers' obligation to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

For investors outside the United States: Neither we nor the underwriters have done anything that would permit this offering or possession or distribution of this prospectus in any jurisdiction, other than the United States, where action for that purpose is required. Persons outside the United States who come into possession of this prospectus must inform themselves about, and observe any restrictions relating to, the offering of our ordinary shares and the distribution of this prospectus outside the United States.

Unless the context specifically indicates otherwise, references in this prospectus to "uniQure B.V.," "uniQure N.V.," "we," "our," "ours," "us," "our company" or similar terms refer to (1) uniQure B.V., together with its subsidiaries prior to our conversion into a public company with limited liability (naamloze vennootschap), and (2) uniQure N.V., together with its subsidiaries, after giving effect to our conversion into a public company with limited liability (naamloze vennootschap), which is expected to occur immediately prior to the consummation of this offering. The trademarks, trade names and service marks appearing in this prospectus are the property of their respective owners.

PROSPECTUS SUMMARY

This summary does not contain all of the information you should consider before buying our ordinary shares. You should read the entire prospectus carefully, especially the "Risk Factors" section beginning on page 15, Management's Discussion and Analysis of Financial Condition and Results of Operations beginning on page 65 and our financial statements and the related notes appearing at the end of this prospectus, before deciding to invest in our ordinary shares.

Overview

We are a leader in the field of gene therapy and have developed the first and currently the only gene therapy product to receive regulatory approval in the European Union. Gene therapy offers the prospect of long-term and potentially curative benefit to patients with genetic or acquired diseases by directing the expression of a therapeutic protein or restoring the expression of a missing protein through a single administration. Our first product, Glybera, was approved by the European Commission in October 2012 under exceptional circumstances for the treatment of a subset of patients with lipoprotein lipase deficiency, or LPLD, a potentially life-threatening, orphan metabolic disease. We expect to launch Glybera commercially in selected European countries in the first half of 2014 through our collaboration with Chiesi Farmaceutici S.p.A., or Chiesi, which we entered into in April 2013. W retain full commercial rights to Glybera in the United States. In August and December 2013, we met with the Food and Drug Administration, or FDA, to discuss the regulatory pathway for Glybera in the United States, and we plan to file an Investigational New Drug application, or IND, with the FDA for Glybera in the first half of 2014.

We are developing a pipeline of additional gene therapies through multiple collaborations that are designed to accelerate the development and commercialization of these programs. We deliver our gene therapies through a delivery system, or vector, based on an engineered, non-replicating version of the adeno-associated virus, or AAV, one of several viruses commonly used as a vector in gene therapy. We develop our gene therapies using our innovative, modular technology platform, which consists of a suite of components that may be applied to multiple gene therapies and include our proprietary, cost-effective manufacturing process. Our pipeline includes product candidates targeting diseases for which either the efficacy of existing treatments is limited or the administration regimen is burdensome, such as hemophilia B, as well as diseases for which there are currently no treatments, such as Sanfilippo B syndrome. We initially intend to focus on orphan diseases but believe that we will also be able to leverage our technology to develop gene therapies targeting chronic and degenerative diseases that affect larger populations. Through our gene delivery know-how our proprietary manufacturing process, the state-of-the-art facility we are building out in the United States, and our experience in developing and obtaining regulatory approval for Glybera in the European Union, we believe we will be able to develop and commercialize additional gene therapies more efficiently than our competitors.

Our Gene Therapy Platform

Our gene therapy approach seeks to treat the causes of genetic diseases by enabling patients to effectively express a missing or deficient protein. To accomplish this, Glybera and our product candidates are designed to deliver a functional gene, or transgene, through a delivery system called a vector Our approach is designed to be modular, in that it may allow us to efficiently develop, manufacture and seek regulatory approval for multiple gene therapies generally using the same principal components. The key components of our gene therapy approach are:

- ***Therapeutic genes.*** We design our gene therapies to deliver into the body's cells a transgene that encodes, or provides the blueprint fo the expression of, a therapeutic protein. The transgene is carried in a gene cassette, or DNA sequence that encodes the specific gene, that includes DNA promoters that direct expression in specific tissues. We either develop our own gene cassettes or in-license them, often as part of our collaborations with academic research institutions and biotechnology and pharmaceutical companies. In-licensing gene cassettes provides us access to key

intellectual property and allows us to build upon our collaborators' scientific expertise and financial investment, as well as their preclinica and, in some cases, clinical development efforts.

- ***AAV-based vector delivery system.*** We deliver the gene cassette to the target tissue using an engineered, non-replicating viral vector delivery system based on AAV, a common virus that affects humans but does not cause disease. We believe that AAV is the vector of choice for most *in vivo* gene therapy applications, such as ours, in which the functional gene is introduced directly into the patient's body. We use different variants, or serotypes, of AAV, including AAV1, AAV2 and AAV5, each of which selectively targets particular tissues. In more than 80 gene therapy clinical studies conducted by us or third parties, AAV-based vectors raised no material safety concerns. AAV-based vectors have also demonstrated sustained expression in target tissues of animal models for more than ten years. In the hemophili B Phase I/II clinical trial described below, St. Jude Children's Research Hospital in Memphis, Tennessee, or St. Jude, has reported expression in target tissue in humans for more than three years after a single treatment.

- ***Administration technologies.*** We and our collaborators are developing expertise in utilizing a variety of administration technologies to optimize the introduction of our gene therapy vectors to effectively deliver the transgene into the tissues and organs relevant to the indications we are targeting.

- ***Scalable, proprietary manufacturing process.*** We produce our AAV-based vectors in our own facilities with our proprietary manufacturing process, which uses insect cells and baculoviruses, a common family of viruses found in invertebrates. We believe that ou manufacturing facility in Amsterdam, which the European Medicines Agency, or EMA, has approved for clinical and commercial grade production, and our facility near Boston, Massachusetts, which we are currently building out and equipping, will enable us to produce Glybera and other gene therapies cost-effectively at commercial scale.

Our Competitive Strengths

Gene therapy has historically confronted a number of significant challenges, including safety concerns, limited efficacy, lack of commercially viable manufacturing technology and difficulties with effective administration. We believe we have overcome many of these challenges and have established integrated capabilities to support the clinical development and potential commercialization of our gene therapies. We believe that our key competitive strengths are the following:

- ***A modular approach designed to enable us to develop gene therapies targeting multiple orphan diseases cost-effectively and on relatively short development timelines.*** We expect that our modular approach will allow us to use the same building blocks to efficiently develop, manufacture and seek regulatory approval for multiple new gene therapies. In some cases, we believe that the disease-specific gene cassette will be the only component we need to change to target a new disease. As a result, we may be able to reduce the overall preclinical and potentially clinical development activities required to obtain regulatory approval, which may allow us to significantly reduce overall development risk, time and cost.

- ***Experienced gene therapy research, clinical development and regulatory team.*** We are applying the specialized research, clinical development and regulatory expertise we have acquired in developing and obtaining marketing authorization in the European Union for Glybera to develop additional gene therapies and navigate the complex regulatory process for gene therapies in other countries and for other product candidates. We have a team of more than 60 scientists and other experts, including 27 with Ph.D. or M.D. degrees or the foreign equivalent, with extensive experience in AAV-based gene therapy research and development.

- ***Scalable, proprietary manufacturing process and facilities.*** Our manufacturing process, which uses insect cells, is designed to produce higher yields of vectors more cost-effectively and efficiently than the mammalian cell-based approaches that many of our competitors utilize. We hold a non-exclusive license from the NIH for the use of baculoviruses and insect cells in the production of AAV-based vectors and have augmented this licensed technology with patented improvements to the replication

process designed to allow us to produce gene therapies at commercial scale. We have begun the build out of our 53,000 square foot manufacturing facility near Boston, Massachusetts, which we believe will be the world's largest dedicated, advanced production facility fo AAV-based vectors. We believe that our manufacturing capabilities position us as a partner of choice for academic research institutions and biotechnology and pharmaceutical companies looking to bring AAV-based therapies into larger, late-stage clinical trials that require commercial scale processes.

- ***Pioneering experience in gene therapy commercialization.*** Gene therapy represents a potential shift in the paradigm of medical care with the commercialization challenges that often accompany a new approach. With our collaborator Chiesi, we are the first to initiate the market roll-out of an approved gene therapy in the European Union, including designing new models for product pricing and reimbursement based on a one-time intervention, expanding key opinion leader relationships, identifying centers of excellence, and developing physician and patient education and patient access programs. We believe our experience with Glybera in the European Unio will facilitate our future efforts, subject to obtaining marketing approval, to commercialize Glybera and additional gene therapies in the United States and elsewhere.

Glybera

Glybera is indicated for the treatment of adult patients diagnosed with familial LPLD confirmed by genetic testing and suffering from severe or multiple pancreatitis attacks despite dietary fat restrictions. We and our collaborator Chiesi are working to launch Glybera commercially in the European Union in the first half of 2014. We and Chiesi are developing a gene therapy pricing and business model for Glybera that is designed to capture the significan value we believe Glybera delivers to patients. We are also applying our experience in obtaining EMA approval of Glybera in the European Union to our development strategy in the United States. We met with the FDA in August and December 2013 to discuss the regulatory pathway in the United States for Glybera. If we receive regulatory approval from the FDA, we currently plan to market Glybera in the United States ourselves. We have begun preliminary preparations for a potential launch in the United States, including commissioning a third party pricing and reimbursement study and have conducted two market research studies directed at key opinion leaders. We have also initiated the development of a diagnostic referral program, engaged in key opinion leader and patient identification efforts and begun networking with key patient organizations in the United States.

LPLD is a serious, debilitating disease caused by mutations in the LPL gene, resulting in significantly diminished or absent activity of the LPL protein. LPLD results in hyper-chylomicronemia, or dramatic and potentially life-threatening increases in the level of large fat-carrying particles, called chylomicrons, in the blood after eating. In many cases, LPLD and the associated elevated levels of chylomicrons can cause acute and potentially life-threatening inflammation of the pancreas, known as pancreatitis, thus leading to frequent hospitalizations. Recurrent pancreatitis can lead to chronic abdominal pain, pancreatic insufficiency, which is an inability to properly digest food due to a lack of digestive enzymes made by the pancreas, and diabetes. Prior to Glybera, there was no approved therapy for LPLD. Patients are required to adhere to a strict low-fat diet and to abstain from alcohol. These restrictions, as well as the need for frequent hospitalizations and the constant fear of pancreatitis attacks, have a significant negative impact on the daily activity level of LPLD patients and on their quality of life.

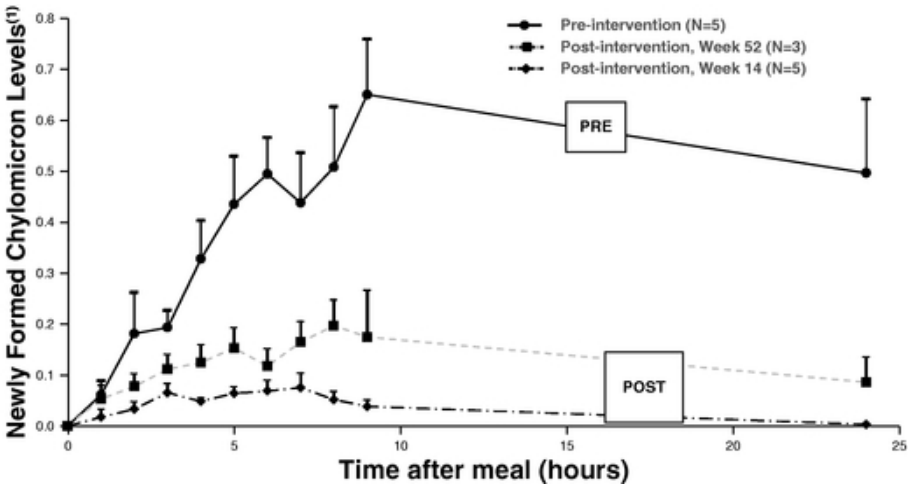
Glybera is designed to restore the lipoprotein lipase, or LPL, enzyme activity required by tissues of the body to clear, or process, the fat-carrying chylomicron particles that are formed in the intestine and transported via the blood to the muscle after a fat-containing meal. The product consists of an engineered copy of the human LPL gene packaged in a non-replicating AAV1 vector together with promoters that allow tissue-specific gene expressior AAV1 has a particular affinity, or tropism, for muscle cells.

As a basis for approval by the EMA, we conducted three open-label clinical trials in which we administered Glybera to a total of 27 LPLD patients. We also carried out a retrospective review of the clinical case notes for 17 of the 27 patients to determine the impact of Glybera treatment on the frequency and severity of

pancreatitis events. In this clinical program, the EMA concluded that Glybera had an acceptable overall safety profile based on a risk-benefit analysis.

In our third clinical trial of Glybera, involving five adult LPLD patients, we observed a consistent and significant improvement in the clearance of newly formed chylomicrons after a meal. The graph below depicts the appearance and removal of newly formed chylomicrons in the blood over a 24-hour period after a standardized meal. Patients were observed prior to treatment with Glybera, and at 14 weeks and 52 weeks following treatment. The top line in the graph represents the pretreatment condition and depicts mean levels of newly formed chylomicrons in the five patients prior to treatment wit Glybera. We observed a consistent and significant improvement in the appearance and removal of newly formed chylomicrons in the blood in all five patients measured at week 14 after treatment, indicated by the bottom line in the graph, and all three patients measured at week 52 after treatment, indicated by the middle line in the graph.

Appearance and Removal of Newly Formed Chylomicrons Post-Meal



(1) Depiction of mean levels of newly formed chylomicrons using a radiolabeled tracer measured by tritium activity (in centimorgans). Participants consumed a standardized meal containing tritium-marked particles, which were measured in newly formed chylomicrons in the 24-hour period after the meal.

The case note review also provided evidence of clinical benefit in the form of a reduction of pancreatitis events and severity of attacks. Although these observations were made in a small number of patients for varying pre-treatment observation periods, and subject to statistical limitations, they suggested that Glybera leads to a clinically relevant reduction of pancreatitis risk in patients with severe or multiple pancreatitis attacks.

Recognizing that LPLD is an orphan condition, the EMA evaluated the totality of available quality, safety and efficacy data in considering our marketing authorization application for Glybera, including reviewing individual patient profiles. On the basis of that review, the EMA concluded that the benefit-risk balance of Glybera is favorable in the treatment of adult patients with familial LPLD diagnosed by genetic testing, with detectable levels of LPL protein and suffering from severe or multiple pancreatitis episodes despite dietary fat restrictions, and, therefore, recommended granting marketing authorization under exceptional circumstances. Marketing authorization under exceptional circumstances in the European Union is available for products for which the target indications are so rare that comprehensive data on efficacy and safety cannot reasonably be expected to be available prior to commercial launch. Prior to receiving this approval, our initial application for marketing approval for Glybera in the European Union was rejecte in June 2011.

We requested a re-examination and, following further review, the EMA ultimately considered clinical benefit to be sufficiently established to allow for a positive benefit-risk estimation in an exceptional circumstances setting using a totality of the evidence approach.

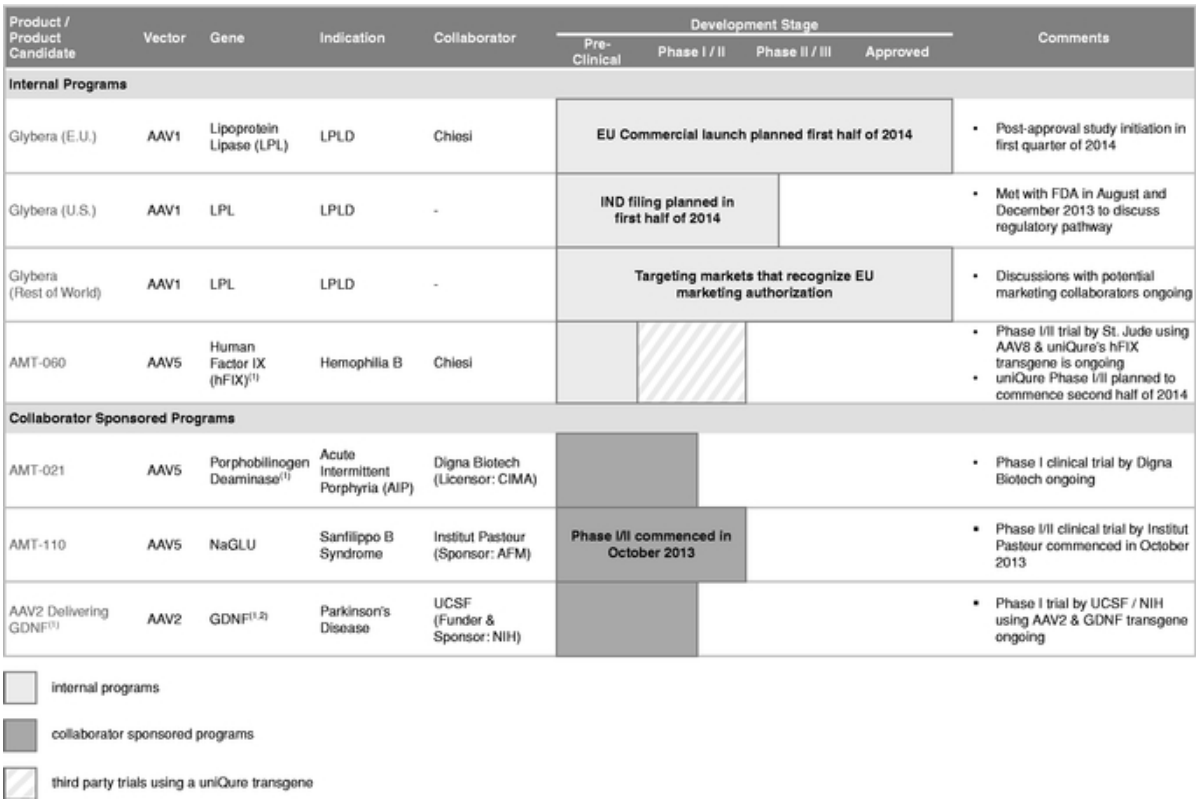
To fulfill the key conditions of the approval of Glybera by the EMA, we are required to implement a patient registry prior to commercial launch and to complete an additional, post-approval clinical trial of Glybera, which we intend to commence in the first quarter of 2014. The principal goal of these programs will be to obtain additional data regarding the safety, efficacy and clinical benefit of Glybera. We also believe that these programs will help us to better define and target the LPLD patient population, as well as to raise awareness of LPLD and of Glybera in the clinician community.

In the European Union, we have been granted orphan drug exclusivity for Glybera for treatment of LPLD until October 2022, subject to the conditions applicable to orphan drug exclusivity. The FDA has also granted orphan drug designation to Glybera for treatment of LPLD.

In August and December 2013, we met with the FDA to discuss the regulatory pathway in the United States for Glybera. In contrast with the European Union, the United States does not have a process to approve marketing of a drug under exceptional circumstances. In our meetings, the FDA advised that it would require data in addition to what we had submitted to date to obtain marketing approval for Glybera in the European Union. The FDA recommended that we identify the clinical manifestations of LPLD for which Glybera might have the best prospects for demonstrating a meaningful impact in designing an adequate and appropriately controlled confirmatory trial. We may seek to amend the protocol for the European Union post-approval trial of Glybera described above so that such trial also could serve as such a confirmatory trial. In any event, we plan to file an IND with the FDA for Glybera in the first half of 2014 so that we can include United States LPLD patients in the post-approval trial. We also believe the patient registry described above that we are required to establish as part of our post-EU approval program will provide valuable data for the FDA to consider a part of the totality of our United States regulatory submissions. Our current expectation, subject to satisfactory completion of regulatory discussions wit the FDA, is to have sufficient data from a confirmatory trial of Glybera and the patient registry described above to file a Biologics Licensing Application, or BLA, for Glybera with the FDA in late 2016 or 2017.

Product and Development Pipeline

In addition to Glybera, our development pipeline includes our internal program for hemophilia B, two collaborator-sponsored programs for monogenic diseases, one collaborator-sponsored program for a chronic degenerative disease and several programs in early preclinical development. The followin chart provides summary information on the most advanced of these programs:



(1) hFIX, GDNF and PBGD transgenes have been exclusively licensed to uniQure.
(2) The trial commenced in May 2013; gene therapy was produced using mammalian-cell based process.

Below we provide further detail on our most advanced pipeline programs:

Internal program: AMT-060 for hemophilia B. In collaboration with Chiesi, we are developing AMT-060, a gene therapy for the treatment of hemophilia B, which is a severe blood clotting disorder that can lead to repeated and sometimes life-threatening episodes of external and internal bleeding. The current standard of care for the treatment of hemophilia B is prophylactic protein replacement therapy, requiring frequent intravenous administrations of human Factor IX, or hFIX, often costing approximately $220,000 to $340,000 per patient per year in the United States. We believe that the approximately 60% to 70% of the hemophilia B patient population who have either severe or moderately severe hemophilia would be eligible for treatment with gene therapy.

AMT-060 consists of an AAV5 vector carrying an hFIX transgene that we have exclusively licensed from St. Jude. We are currently conducting pre-IND toxicology animal studies of this product candidate. We plan to file an IND with the FDA and an Investigational Medicinal Product Dossier, or IMPD, wit the EMA and then to initiate a Phase I/II, open label, dose escalation clinical trial of this product candidate in the second half of 2014 in 13 to 16 patients in Europe. We expect data from our clinical trial to be available in the second half of 2015.

St. Jude is currently conducting a Phase I/II, open label, dose escalation clinical trial in this indication with a gene therapy consisting of an AAV8 vector carrying the same therapeutic hFIX gene that we are using in AMT-060. In an article published in the *New England Journal of Medicine* in December 2011 reviewing interim data from six patients in the St. Jude clinical trial, the principal investigators reported that the vector used in the trial consistently led to long-term expression of the hFIX transgene at therapeutic levels in patients with severe hemophilia B, without acute or long-lasting toxicity. We understand from public presentations by the principal investigators for this trial that two additional patients at the highest dose level in this clinical trial have now also demonstrated such long-term expression. We believe that the interim results from this clinical trial constitute proof of concept of the use of this therapeutic gene in treating hemophilia B and may reduce the risks involved in our development of AMT-060.

Collaborator-sponsored programs. We are also collaborating with third parties that are sponsoring early-stage clinical trials of gene therapy product candidates to which we hold certain rights. We believe that this approach enables us to cost-effectively obtain access to preclinical and early-stage clinical results without expending significant resources of our own. These programs utilize either clinical materials that we have manufactured as part of our collaborations or gene cassettes that we have licensed. We generally have the rights to the data generated in these collaborator-sponsored clinical development programs, but do not control their design or timing. If we decide to progress any of these programs internally, we may need to develop or in-license additional technology. The most advanced of these programs are the following:

- ***AMT-021 for Acute Intermittent Porphyria.*** We and our collaborator Digna Biotech are developing AMT-021 as a gene therapy for acute intermittent porphyria, or AIP, a severe liver disorder. AMT-021 consists of an AAV5 vector carrying a therapeutic porphobilinogen deaminase, or PBGD, gene that we exclusively license from Applied Medical Research Center of the University of Navarra in Spain. Our collaborator Digna Biotech is currently conducting a Phase I clinical trial of AMT-021 in eight patients in Spain. We have manufactured th gene therapy being used in this clinical trial. We understand that, to date, Digna has not observed a reduction in the urinary levels of toxi metabolites in trial participants that could serve as a surrogate marker for efficacy. We believe that this result may suggest that a relative high level of transgene expression will be required for a gene therapy to provide a clinical benefit in this indication. We understand from Digna Biotech that data are expected in the second half of 2014. Under an agreement with Digna Biotech, we have an exclusive right to use all preclinical and Phase I clinical trial data from this program.

- ***AMT-110 for Sanfilippo B Syndrome.*** We and our collaborator Institut Pasteur are developing AMT-110 as a gene therapy for Sanfilippo B syndrome, a potentially fatal lysosomal storage disease that results in serious brain degeneration in children. This gene therapy consists of an AAV5 vector carrying a therapeutic a-N-acetylglucosaminidase, or NaGLU, gene. Our collaborator Institut Pasteur is currently conducting a Phase I/II clinical trial of AMT-110 in four patients in France. We have manufactured the gene therapy being used in this clinical trial. We understand from Institut Pasteur that data are expected in the first half of 2015. We believe that if the results of this clinical trial are positive, it will constitute proof of concept of the administration to the brain of a gene therapy for lysosomal storage diseases.

- ***AAV2/GDNF for Parkinson's Disease.*** We and our collaborator the University of California at San Francisco, or UCSF, are developing gene therapy for Parkinson's disease, a progressive neurodegenerative disorder. UCSF is collaborating with the NIH to conduct a Phase clinical trial of a gene therapy in this indication consisting of an AAV2 vector carrying a therapeutic gene we have exclusively licensed in the gene therapy field from Amgen, Inc., or Amgen, that expresses a protein called glial cell line-derived neurotrophic factor, or GDNF. This clinical trial is being funded and sponsored by the NIH and will involve 24 patients. UCSF's product candidate has been manufactured by a third party using a mammalian cell-based process. In this clinical trial, the NIH is administering the gene therapy usin convection enhanced delivery, which is a process developed by UCSF with the goal of achieving more precisely targeted administration than the methods used in early approaches, which may result in improved efficacy. We have a license under UCSF's rights to use all preclinical

and clinical data from the UCSF program for any future development program. Based on the results of the UCSF program, we may decide to develop an AAV2-based gene therapy containing the GDNF gene manufactured with our insect cell-based manufacturing process.

Potential Additional Pipeline Programs. We are also conducting early-stage preclinical research into a number of other potential applications of ou technologies. Currently these programs focus on utilizing AAV5 in liver and CNS indications. Based on defined criteria for indications that we believe most likely to be well suited to our gene therapy approach, we have prioritized approximately ten additional target diseases. We may seek to develop these programs either independently or with collaborators who are already working in the relevant disease area, including collaborators that may have already conducted pre-clinical or clinical studies.

Our Collaboration with Chiesi

We have entered into two agreements with Chiesi, a family-owned Italian pharmaceutical company with 2012 worldwide revenues of approximately €1.1 billion. One is an agreement for the commercialization of Glybera for LPLD and the second is an agreement for the co-development and commercialization of our hemophilia B program. We have retained full rights to United States, Canada and Japan under both agreements. We have received €17.0 million in aggregate upfront payments as well as a €14.0 million investment in our ordinary shares. In addition, these agreements provide us with research funding for further development of our hemophilia B product candidate, as well as the potential for commercial milestone payments of up to €42.0 million for Glybera for LPLD.

Under our Glybera commercialization agreement, we will receive payments from Chiesi for the quantities of Glybera we manufacture and supply to them. We are required to pay the cost of goods sold, including royalty and other payments to third parties in connection with the sale of Glybera. Based on our estimates, we anticipate we will retain in the range of 20% to 30% of the net sales of Glybera by Chiesi in the European Union and other countries under our agreement, net of the cost of goods sold, including the royalties and other obligations we owe to third parties. In addition, we are required to repay 20% of the gross amount received from Chiesi related to Glybera sales in repayment of a technical development loan from the Dutch government, which has a current outstanding balance of €5.4 million. Under our hemophilia B co-development agreement, we will also receive payments from Chiesi for any commercial quantities of our hemophilia product candidate we manufacture and supply to them, if we receive regulatory approval for such product candidate. We estimate that the amount we would retain, net of cost of goods sold, including third party royalties and related amounts, will be between 25% and 35% of the revenues from sales of such product by Chiesi, varying by country of sale.

Our Strategy

Our strategic goal is to transform the paradigm of care for many severe and chronic diseases by moving from the short-term management of symptom to the potentially curative resolution of the disease through sustained therapeutic gene expression in target tissues. We are building on the capabilities that have enabled us to obtain the first regulatory approval of a gene therapy in the European Union to address a range of diseases for which we believe we can reach the market with a gene therapy ahead of our competitors. We seek to achieve our goal by pursuing the following key objectives:

- Maximize the value of Glybera.
- Exploit the potential of our gene therapy platform to develop AAV-based gene therapies for additional orphan monogenic diseases and selected chronic degenerative diseases.
- Leverage our competitive strengths to retain our position as a leading gene therapy company and establish additional collaborations.
- Continue to invest in our technology platform and expand our modular capabilities.

Our Corporate Information

Our business was founded in 1998 and was initially operated through our predecessor company, Amsterdam Molecular Therapeutics (AMT) Holding N.V, or AMT. Following the initial rejection of our marketing authorization for Glybera in 2011, we undertook a corporate reorganization, pursuant to which the newly formed uniQure B.V. acquired the entire business and assets of AMT and completed a share-for-share exchange with the shareholder of AMT in the first half of 2012. We intend to re-register as a public limited company in the Netherlands in connection with this offering. Our executive offices are located at Meibergdreef 61, Amsterdam 1105 BA, the Netherlands, and our telephone number is +31 20 566 7394. Our website address is www.uniqure.com. The information contained on, or accessible through, our website is not a part of this prospectus.

Risk Associated with Our Business

Our business is subject to a number of risks of which you should be aware before making an investment decision. These risks are discussed more fully in the "Risk Factors" section of this prospectus. These risks include the following:

- We have a history of operating losses and anticipate that we will continue to incur losses for the foreseeable future. As of September 30, 2013, we had an accumulated deficit of €138.0 million. We will likely need additional funding, and such funding may cause substantial dilution to our shareholders.

- Our financial prospects and ability to generate revenues for the next several years depend heavily on the successful commercialization of Glybera in the European Union in collaboration with our partner Chiesi, and upon our ability to obtain additional marketing approvals and ultimately commercialize Glybera in the United States and other countries, which may not occur for several years, if ever. To obtain marketing approval for Glybera in the United States, we will need to successfully conduct an adequate and appropriately controlled confirmatory clinical trial either as part of the EMA-mandated post-approval clinical trial or separately, to obtain data needed to file a BLA for Glybera with the FDA.

- As gene therapies, Glybera and our product candidates are novel technologies and face uncertainty in the regulatory review and approval process. We cannot predict when or if we will obtain marketing approval to commercialize a product candidate, and any approval we may receive may be for a narrower indication than we expect or may be subject to costly post-approval requirements, which could restrict or eliminate the potential commercial success of the product candidate.

- Our product candidates are in early clinical or preclinical development and there is significant risk of failure or delay in these programs. We rely on our collaborators for important aspects of our development program and in many cases we have limited or no control over the design and conduct of the trials our collaborators conduct, or the efforts and resources our collaborators expend.

- The future growth of our business depends in significant part on our ability to enter into in-licenses or acquire rights to new product candidates and technologies, and to enter into additional collaborations in the future. If we are unable to attract collaborators or successfully identify or compete for the rights to new technologies, our prospects for growth could suffer.

- If we fail to obtain or sustain adequate prices and reimbursement for Glybera and other product candidates for which we may receive marketing approval, our ability to market and sell our products would be adversely affected and our financial position would suffer.

- We may be unable to obtain, maintain and protect necessary intellectual property assets, which could harm our ability to compete and impair our business. We are heavily reliant upon licenses of proprietary technology from third parties and these licenses may not provide adequate rights, we may lose or be unable to protect these rights, or we may be unable to acquire additional intellectual property required for our development programs.

- We face substantial competition, and others may discover, develop or commercialize products before or more successfully than we do.

Implications of Being an Emerging Growth Company

We qualify as an "emerging growth company" as defined in the Jumpstart our Business Startups Act of 2012, or the JOBS Act. An emerging growth company may take advantage of specified reduced reporting and other burdens that are otherwise applicable generally to public companies. As an emerging growth company, we are electing to take advantage of the following exemptions:

- providing two years rather than three years of audited financial statements;
- not providing an auditor attestation report on our system of internal control over financial reporting; and
- not complying with any requirement that may be adopted by the Public Company Accounting Oversight Board regarding mandatory audit firm rotation or a supplement to the auditor's report providing additional information about the audit and the financial statements (auditor discussion and analysis).

The JOBS Act permits an "emerging growth company" such as us to take advantage of an extended transition period to comply with new or revised accounting standards applicable to public companies. We are irrevocably electing not to avail ourselves of this extended transition period for complying with new or revised accounting standards and, therefore, we will be subject to the same new or revised accounting standards as other public companies that are not "emerging growth companies."

We may take advantage of these exemptions for up to five years or such earlier time as we are no longer an emerging growth company. We would cease to be an emerging growth company if we have more than $1.0 billion in annual revenues, have more than $700 million in market value of our ordinary shares held by non-affiliates or issue more than $1.0 billion of non-convertible debt over a three-year period.

THE OFFERING

Ordinary shares offered by us:	ordinary shares
Ordinary shares to be outstanding immediately after this offering:	ordinary shares
Offering price	The initial public offering price per ordinary share is expected to be between $ and $.
Listing	We have applied for listing of our ordinary shares on the NASDAQ Global Market under the symbol "QURE."
Option to purchase additional shares	We have granted to the underwriters an option, which is exercisable within 30 days from the date of this prospectus, to purchase an aggregate of up to an additional ordinary shares. See "Underwriting" for more information.
Use of proceeds	We currently estimate that we will use the net proceeds from this offering, together with our cash on hand, as follows: • to complete the building out and equipping of our manufacturing facility in Lexington, Massachusetts; • to support our further clinical development of Glybera, and our application for marketing approval of Glybera and preparation for potential commercial launch in the United States; • to fund our planned Phase I/II clinical trial of AMT-060 in hemophilia B; and • to advance the development of our other product candidates, for working capital and for general corporate purposes, including service on our indebtedness and possibly acquisitions or investments in other businesses, technologies or product candidates. See "Use of Proceeds" for additional information.
Risk factors	See "Risk Factors" and other information included in this prospectus for a discussion of risks you should carefully consider before investing in our ordinary shares.

The total number of ordinary shares that will be outstanding immediately after this offering includes:

- an aggregate of 60,974,570 ordinary shares to be outstanding immediately prior to the closing of this offering; and
- ordinary shares to be issued and sold by us in this offering;

and excludes:

- 8,451,110 ordinary shares issuable upon the exercise of options outstanding as of September 30, 2013 at a weighted average exercise price of €0.78 per share. See "Management—Compensation—Share Options;"
- up to ordinary shares reserved for future issuance under our equity incentive plans following this offering; and
- 854,036 ordinary shares issuable upon the exercise of warrants outstanding as of September 30, 2013 at an exercise price of €2.02 per share.

Unless otherwise indicated, all information in this prospectus assumes:

- that the underwriters do not exercise their option to purchase an aggregate of up to an additional ordinary shares from us;
- our conversion into a public limited company with limited liability (*naamloze vennootschap*) under the laws of the Netherlands and amendment of our articles of association, which will occur before the completion of this offering;
- the conversion of our class A, class B and class C ordinary shares into an aggregate of 60,974,570 ordinary shares, which will occur prio to completion of this offering; and
- the -for- consolidation of our ordinary shares, which will have the effect of a reverse share split, which will occur prior to completion of this offering.

SUMMARY CONSOLIDATED FINANCIAL DATA

The following summary consolidated financial data as of and for the years ended December 31, 2011 and 2012 have been derived from our consolidated financial statements included elsewhere in this prospectus. The following summary consolidated financial data as of and for the nine months ended September 30, 2012 and 2013 have been derived from our unaudited consolidated financial statements included elsewhere in this prospectus. The unaudited financial statements have been prepared on the same basis as the audited financial statements and, in the opinion of management, reflect all adjustments, which include only normal recurring adjustments, necessary to state fairly our financial position as of September 30, 2013 and the results of operations for the nine months ended September 30, 2012 and 2013. The summary consolidated financial data below should be read together with those consolidated financial statements as well as the "Selected Consolidated Financial Data" and the "Management's Discussion and Analysis of Financial Condition and Results of Operations" sections of this prospectus. Our historical results for any prior period are not necessarily indicative of results to be expected in any future period, and our interim period results are not necessarily indicative of results to be expected for a full year or any other interim period.

Consolidated Statements of Comprehensive Income Data:

	YEAR ENDED DECEMBER 31,		NINE MONTHS ENDED SEPTEMBER 30,	
€ in thousands (except per share data)	**2011**	**2012**	**2012**	**2013**
Revenues:				
License revenues	—	—	—	€ 220
Collaboration revenues	—	—	—	1,831
Total revenues	**—**	**—**	**—**	**2,051**
Cost of goods sold	—	—	—	(800)
Gross profit	**—**	**—**	**—**	**1,251**
Other income	€ 2,192	€ 649	€ 315	686
Research and development expenses	(15,500)	(10,231)	(5,690)	(9,856)
Selling, general and administrative expenses	(3,807)	(4,564)	(4,438)	(7,612)
Other losses, net	(26)	(45)	(82)	(269)
Operating result	**(17,141)**	**(14,191)**	**(9,895)**	**(15,800)**
Finance income	277	22	**16**	**48**
Finance expense	(436)	(547)	(545)	(4,676)
Net loss	**(17,300)**	**(14,716)**	(10,424)	(20,428)
Basic and diluted loss per share	**(0.73)**	**(0.34)**	**(0.25)**	**(0.39)**
Weighted average shares outstanding used in computing per share amounts:				
Basic and diluted	23,549	43,187	**42,156**	**52,972**

The following table summarizes our balance sheet data as of September 30, 2013:

- on an actual basis; and
- on an as adjusted basis to give effect to the sale of ordinary shares by us in this offering, assuming an initial public offerin price of $ per ordinary share share, the midpoint of the price range set forth on the cover page of this prospectus, and after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us and the application of such net proceeds as described under "Use of Proceeds."

Consolidated Balance Sheet Data:

	AS OF SEPTEMBER 30, 2013	
(€ in thousands)	**ACTUAL**	**AS ADJUSTED[1]**
Cash and cash equivalents	€ 31,427	€
Total assets	43,671	
Total debt	8,456	
Accumulated deficit	(137,656)	
Total shareholders' equity (deficit)	11,321	

(1) Each $1.00 increase or decrease in the assumed initial public offering price of $ per ordinary share would increase or decrease, respectively, the amount of cash and cash equivalents, working capital, total assets and total shareholders' equity by $ million, assuming the number of ordinary shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting the underwriting discounts and commissions and estimated offering expenses payable by us. We may als increase or decrease the number of ordinary shares we are offering. An increase or decrease of 1,000,000 in the number of ordinary shares we are offering would increase or decrease, respectively, the amount of cash, cash equivalents and short-term investments, working capital, total assets and stockholders' equity by approximately $ million, assuming the assumed initial public offering price per ordinary share, as set forth on the cover page of this prospectus, remains the same. The as adjusted information is illustrative only, and we will adjust this information based on the actual initial public offering price and other terms of this offering determined at pricing.

RISK FACTORS

Investing in our ordinary shares involves a high degree of risk. You should carefully consider the risks and uncertainties described below together with all of the other information contained in this prospectus, including our financial statements and the related notes appearing at the end of this prospectus, before deciding to invest in our ordinary shares. If any of the following risks actually occurs, our business, prospects, operating results and financial condition could suffer materially. In such event, the trading price of our ordinary shares could decline and you could lose part or all of your investment.

Risks Related to Our Financial Position and Need for Additional Capital

We have incurred significant losses to date, expect to incur losses over the next several years and may never achieve or maintain profitability.

We have incurred significant losses to date. We had a net loss of €20.4 million in the first nine months of 2013, €14.7 million in 2012 and €17.3 million in 2011. As of September 30, 2013, we had an accumulated deficit of €138.0 million. To date, we have financed our operations primarily through the sale of equity securities and convertible debt and, to a lesser extent, through milestone payments, subsidies and grants from governmental agencies and fees for services. We have devoted substantially all of our financial resources and efforts to research and development, including preclinical studies and clinical trials. Our product, Glybera, received marketing approval under exceptional circumstances from the European Commission in October 2012. We plan in the future to apply for marketing approval for Glybera in the United States and other countries and expect that we will be required to conduct one or more additional clinical trials of Glybera. We are still in the early stages of development of the other product candidates in our pipeline. We expect to continue to incur significant expenses and losses over the next several years. Our net losses may fluctuate significantly from quarter to quarter and year to year. We anticipate that our expenses will increase substantially as we:

- complete the EMA-mandated post-approval clinical trial of Glybera and implementation of an LPLD patient registry;
- conduct a confirmatory clinical trial of Glybera, either as part of the EMA-mandated post-approval clinical trial or separately, to obtain data needed to file a BLA for Glybera with the FDA;
- seek marketing approval of Glybera in the United States and other countries;
- initiate a Phase I/II clinical trial of AMT-060 for hemophilia B in collaboration with Chiesi;
- advance the clinical development of our other product candidates, most of which are at early stages of development, and seek to discover and develop additional product candidates;
- seek marketing approval for any product candidates that successfully complete clinical trials;
- establish a sales, marketing and medical affairs infrastructure in the United States;
- continue the build-out of our manufacturing facility in Lexington, Massachusetts to expand our manufacturing capabilities for Glybera and our pipeline of product candidates;
- maintain, expand and protect our intellectual property portfolio, including in-licensing additional intellectual property rights from third parties;
- hire additional personnel, particularly in our manufacturing, research, clinical development, medical affairs, commercial and quality control groups; and
- add operational, financial and management information systems and related finance and compliance personnel necessary to operate as a public company.

We are only in the preliminary stages of most of these activities. We and our collaborators may never succeed in these activities and, even if we do, may never generate revenues that are significant enough to achieve profitability.

Even if we do achieve profitability, we may not be able to sustain or increase profitability. Our failure to become and remain profitable would depress the value of our company and could impair our ability to expand our business, maintain our research and development efforts, diversify our product offerings or even continue our operations. A decline in the value of our company could also cause you to lose part or all of your investment.

Our financial results will substantially depend on the commercial success of sales of Glybera.

We anticipate that our collaborator Chiesi will commercially launch Glybera in the European Union in the first half of 2014 and that revenues from sales of Glybera will be one of the principal sources of funds for our business for at least the next several years. Because our business is currently dependent on Glybera, failure to achieve anticipated revenues from this product would have an adverse effect on our results of operations and cause the value of our ordinary shares to decline. A number of factors, some of which are out of our control, may adversely affect the commercial success of Glybera, including the following:

- our collaborator Chiesi may not successfully commercialize Glybera in the European Union and other specified countries in the Chiesi territory;
- the post-approval requirements imposed by the EMA in connection with Glybera's approval under exceptional circumstances may be costly or may eventually lead to withdrawal of approval;
- we may never be able to obtain marketing approval for Glybera in the United States or other countries;
- Glybera may fail to achieve market acceptance by physicians, patients, third party payors and others in the medical community;
- other alternative treatments for LPLD may be developed and gain commercial acceptance, eroding Glybera's market share;
- the limited label we have received for Glybera in the European Union may limit our addressable market, and other regulatory agencies may approve Glybera only with a similarly limited label;
- we may be unable to establish or maintain sales, marketing and medical affairs capabilities for the commercialization of Glybera in the United States, even if we receive FDA approval; and
- coverage, pricing and reimbursement levels may be lower than we expect.

Even if our commercialization of Glybera or other product candidates for which we obtain marketing approval is successful, we may not be financially successful due to our obligations to third parties.

We have obtained exclusive or non-exclusive rights from third parties under a range of patents and other technology that we are exploiting in Glybera and our development programs. Our agreements with these third parties generally grant us a license to make, use, sell, offer to sell and import products covered by the licensed patent rights in exchange for our payment of some combination of an upfront amount, annual fees, royalties, a portion of amounts we receive from our sublicensees and payments upon the achievement of specified development, regulatory or commercial milestones. For example, we are contractually obligated to pay royalties and other obligations to third parties on net sales of Glybera by us, Chiesi or other sublicensees or on other amounts we receive, including from Chiesi or other sublicensees for their sales of Glybera. We also received a technical development loan from the Dutch government, which requires repayment based on the timing and amount of revenues we receive from the sale of Glybera. These financial obligations to third parties are an expense to us, which could adversely affect our financial position.

We will likely need to raise additional funding, particularly if we experience delays in implementing our development programs or commercialization efforts. Additional funding may not be available on acceptable terms, or at all, and any failure to obtain capital when needed may force us to delay, limit or terminate our product development efforts or other operations.

We expect to incur significant expenses in connection with our ongoing activities and expect that we will likely need to obtain substantial additional funding in connection with our continuing operations. We have based our estimate of our financing requirements on assumptions that may prove to be wrong, and we could use our capital resources sooner than we currently expect. Our future capital requirements will depend on many factors, including:

- the commercial success of Glybera, including the timing and amount of revenues generated, as well as our cost of goods sold;
- our collaboration agreements remaining in effect and our ability to obtain research and development funding and achieve milestones under these agreements;
- the progress and results of our current and planned clinical trials and those of our collaborators;
- the scope, progress, results and costs of preclinical development, laboratory testing and clinical trials for our additional product candidates;
- the number and development requirements of other product candidates that we pursue;
- the cost, timing and outcome of regulatory review of our product candidates, particularly for approval of Glybera in the United States;
- the cost and timing of future commercialization activities by us or our collaborators, including product manufacturing, marketing, sales and distribution, for Glybera and any of our product candidates for which we receive marketing approval in the future;
- the amount and timing of revenues, if any, we receive from commercial sales of any product candidates for which we receive marketing approval in the future;
- the costs and timing of preparing, filing and prosecuting patent applications, maintaining and enforcing our intellectual property rights and defending any intellectual property-related claims;
- the extent to which we acquire or in-license other products or technologies; and
- the cost and progress of the build-out of our Lexington, Massachusetts manufacturing facility.

Adequate capital may not be available to us when needed or may not be available on acceptable terms. Further, our ability to obtain debt financing may be limited by covenants we have made under our Loan and Security Agreement with Hercules Technology Growth Capital, Inc., or Hercules, and our pledge to Hercules of substantially all of our assets as collateral. These covenants, with certain exceptions, limit the ability of the Company to incur additional indebtedness and liens, pay dividends, make acquisitions, or sell or dispose of property and assets. Additionally, they require us to maintain cash equivalents on deposit in the United States of at least the lesser of (1) 100% of the then outstanding principal amount or (2) 50% of all the worldwide cash and cash equivalents. If we are unable to raise capital when needed or on attractive terms, we could be forced to delay, reduce or eliminate our research and development programs or any future commercialization efforts and would have a negative impact on our financial condition.

In addition, we may wish to seek additional capital due to favorable market conditions or strategic considerations, even if we believe we have sufficient funds for our current or future operating plans.

Raising additional capital may cause dilution to our shareholders, including purchasers in this offering, restrict our operations or require us to relinquish rights to our technologies or product candidates.

To the extent that we raise additional capital through the sale of equity or convertible debt securities, your ownership interest will be diluted, and the terms of these securities may include liquidation or other preferences that adversely affect your rights as an ordinary shareholder. Debt financing and preferred equity financing, if available, may involve agreements that include covenants limiting or restricting our ability to take specific actions, such as incurring additional debt, making capital expenditures or declaring dividends.

If we raise additional funds through collaborations, strategic alliances or marketing, distribution or licensing arrangements with third parties, we may have to relinquish valuable rights to our technologies, future revenue streams, products or product candidates or grant licenses on terms that may not be favorable to us. If we are unable to raise additional funds through equity or debt financings when needed, we may be required to delay, limit, reduce or terminate our product development or future commercialization efforts or grant rights to develop and market products or product candidates that we would otherwise prefer to develop and market ourselves.

Our existing and any future indebtedness could adversely affect our ability to operate our business.

As of September 30, 2013, we had recognized a liability of €7.3 million ($9.8 million) of outstanding borrowings under our Loan and Security Agreement with Hercules, which we are required to repay in monthly installments through October 1, 2016. We do not intend to use the net proceeds of this offering to prepay these obligations. We could in the future incur additional debt obligations beyond our borrowings from Hercules. Our existing loan obligations, together with other similar obligations that we may incur in the future, could have significant adverse consequences, including:

- requiring us to dedicate a portion of our cash resources to the payment of interest and principal, reducing money available to fund working capital, capital expenditures, product development and other general corporate purposes;
- increasing our vulnerability to adverse changes in general economic, industry and market conditions;
- subjecting us to restrictive covenants that may reduce our ability to take certain corporate actions or obtain further debt or equity financing;
- limiting our flexibility in planning for, or reacting to, changes in our business and the industry in which we compete; and
- placing us at a competitive disadvantage compared to our competitors that have less debt or better debt servicing options.

We may not have sufficient funds, and may be unable to arrange for additional financing, to pay the amounts due under our existing loan obligations. Failure to make payments or comply with other covenants under our existing debt could result in an event of default and acceleration of amounts due. Under our agreement with Hercules, the occurrence of an event that would reasonably be expected to have a material adverse effect on our business, operations, assets or condition is an event of default. If an event of default occurs and the lender accelerates the amounts due, we may not be able to make accelerated payments, and the lender could seek to enforce security interests in the collateral securing such indebtedness, which includes substantially all of our assets. In addition, the covenants under our existing debt, and the pledge of our assets as collateral, could limit our ability to obtain additional debt financing.

Our business operations may be negatively affected by the strategic restructuring we undertook in 2012.

At the end of 2011, following the initial rejection of our application for marketing approval for Glybera in the European Union, our predecessor entity, Amsterdam Molecular Therapeutics, or AMT, initiated a strategic restructuring in order to conserve resources and improve its financial position. As part of this effort, AMT significantly reduced personnel, programs and spending. As a result, we lost many talented employees, including employees with an extensive understanding of our clinical programs as well as our regulatory and financial affairs. In the fourth quarter of 2011, total staff was reduced from 92 to 49. Since that time, we have hired a number of new staff, and total headcount as of September 30, 2013 was 76. In addition, we have engaged 33 consultants and contract workers. Nevertheless, this loss of talent and institutional knowledge has adversely affected our operations during the past year and may result in delays in preparing regulatory filings, completing clinical trials and other related activities, and could negatively impact our future business operations.

Risks Related to the Development of Our Product Candidates

We may not be successful in our efforts to use our gene therapy technology platform to build a pipeline of additional product candidates.

A key element of our strategy is to use our gene therapy technology platform to expand our pipeline of gene therapies and to progress these product candidates through clinical development together with our collaborators. Although we currently have a pipeline of programs at various stages of development, we may not be able to identify or develop product candidates that are safe and effective. Even if we are successful in continuing to build our pipeline, the potential product candidates that we identify may not be suitable for clinical development, including as a result of being shown to have harmful side effects or other characteristics that indicate that they are unlikely to receive marketing approval and achieve market acceptance. Research programs to identify new product candidates require substantial technical, financial and human resources. We or our collaborators may focus our efforts and resources on potential programs or product candidates that ultimately prove to be unsuccessful. If we do not continue to successfully develop and commercialize product candidates based upon our technology, we may face difficulty in obtaining product revenues in future periods, which could result in significant harm to our financial position and adversely affect our share price.

Our strategy of obtaining rights to key technologies through in-licenses may not be successful.

We seek to expand our product pipeline in part by in-licensing the rights to key technologies, including those related to gene delivery and gene cassettes. The future growth of our business will depend in significant part on our ability to in-license or otherwise acquire the rights to additional product candidates or technologies, particularly through our collaborations with academic research institutions. However, we may be unable to in-license or acquire the rights to any such product candidates or technologies from third parties on acceptable terms or at all. The in-licensing and acquisition of these technologies is a competitive area, and a number of more established companies are also pursuing strategies to license or acquire product candidates or technologies that we may consider attractive. These established companies may have a competitive advantage over us due to their size, cash resources and greater clinical development and commercialization capabilities. In addition, companies that perceive us to be a competitor may be unwilling to license rights to us. Furthermore, we may be unable to identify suitable product candidates or technologies within our area of focus. If we are unable to successfully obtain rights to suitable product candidates or technologies, our business, financial condition and prospects could suffer.

We may encounter substantial delays in our clinical trials or fail to demonstrate the safety and efficacy of our product candidates.

Clinical development is expensive, time-consuming and uncertain as to outcome. Our product candidates are in early clinical or preclinical development, and there is a significant risk of failure or delay in each of these programs. In several of our programs, we intend to transition a collaborator's program to a different viral vector or to our insect-cell based manufacturing process, which could result in additional development challenges and delays. We cannot guarantee that any clinical trials will be conducted as planned or completed on schedule, if at all. A failure of one or more clinical trials can occur at any stage of testing. Events that may prevent successful or timely completion of clinical development include:

- delays in reaching a consensus with regulatory agencies on study design;
- delays in reaching agreement on acceptable terms with prospective clinical research organizations, or CROs, and clinical trial sites;
- delays in obtaining required Institutional Review Board, or IRB, approval at each clinical trial site;
- delays in recruiting suitable patients to participate in our clinical trials, particularly due to the rare nature of many of our target orphan monogenic diseases;
- imposition of a clinical hold by regulatory agencies after an inspection of our clinical trial operations or trial sites;

- failure by CROs, other third parties or us to adhere to clinical trial requirements;
- failure to perform in accordance with the FDA's good clinical practices, or GCP, or applicable regulatory guidelines in other countries;
- delays in the testing, validation, manufacturing and delivery of our product candidates to the clinical sites;
- delays in having patients complete participation in a study or return for post-treatment follow-up;
- clinical trial sites or patients dropping out of a study;
- occurrence of serious adverse events associated with a product candidate that are viewed to outweigh its potential benefits; or
- changes in regulatory requirements and guidance that require amending or submitting new clinical protocols.

Any inability to successfully complete preclinical and clinical development could result in additional costs to us or impair our ability to generate revenues from product sales, regulatory and commercialization milestones and royalties. In addition, if we make manufacturing or formulation changes to our product candidates, including changes in the vector or manufacturing process used, we may need to conduct additional studies to bridge our modified product candidates to earlier versions. Clinical trial delays could also shorten any periods during which we may have the exclusive right to commercialize our product candidates or allow our competitors to bring products to market before we do, which could impair our ability to successfully commercialize our product candidates and may harm our business and results of operations.

If clinical trials of our product candidates fail to satisfactorily demonstrate safety and efficacy to regulatory authorities, we may incur additional costs or experience delays in completing, or ultimately be unable to complete, the development and commercialization of our product candidates.

Before obtaining marketing approval from regulatory authorities for the sale of our product candidates, we must conduct extensive clinical trials to demonstrate the safety and efficacy of the product candidates in humans. It is impossible to predict when or if any of our product candidates will prove effective or safe in humans or will receive marketing approval. If the results of our clinical trials are inconclusive or if there are safety concerns or adverse events associated with our product candidates, we may:

- be delayed in or altogether prevented from obtaining marketing approval for our product candidates;
- obtain approval for indications or patient populations that are not as broad as intended or desired;
- obtain approval with labeling that includes significant use or distribution restrictions or safety warnings;
- be subject to changes with the way the product is administered;
- be required to perform additional clinical trials to support approval or be subject to additional post-marketing testing requirements;
- have regulatory authorities withdraw their approval of the product or impose restrictions on its distribution in the form of a modified risk evaluation and mitigation strategy;
- be subject to the addition of labeling statements, such as warnings or contraindications;
- be sued; or
- experience damage to our reputation.

Any of these events could prevent us from achieving or maintaining market acceptance of our product candidates and impair our ability to commercialize our products.

We may experience delays or difficulties in the enrollment of patients in clinical trials, particularly for orphan indications, which may delay or prevent our receipt of necessary regulatory approvals.

Identifying and qualifying patients to participate in clinical trials of our product candidates is critical to our success. The timing of our clinical trials and those of our collaborators depends on the speed at which we or they can recruit patients to participate in such trials. We or our collaborators may not be able to locate and enroll a sufficient number of eligible patients to participate in these trials as required by the FDA, the EMA or similar regulatory authorities outside the United States and the European Union. In particular, because several of our programs are focused on the treatment of patients with orphan diseases, our ability to enroll eligible patients in these trials may be limited or slower than we anticipate in light of the small patient populations involved. For example, we reduced the number of patients enrolled in our second Phase II/III clinical trial of Glybera from the 16 patients originally planned to five patients due to slow recruitment. In addition, our potential competitors, including major pharmaceutical, specialty pharmaceutical and biotechnology companies, academic institutions and governmental agencies and public and private research institutions, may seek to develop competing therapies, which would further limit the small patient pool available for our studies. Patient enrollment may be affected by other factors including:

- the severity of the disease under investigation;
- design of the study protocol;
- the eligibility criteria for the study;
- the perceived risks, benefits and convenience of administration of the product candidate being studied;
- our efforts to facilitate timely enrollment in clinical trials;
- the patient referral practices of physicians; and
- the proximity and availability of clinical trial sites to prospective patients.

An inability by us or our collaborators to locate and enroll a sufficient number of patients for clinical trials may result in our failure to initiate or continue clinical trials for our product candidates, or may cause significant delays in such trials and could require us or our collaborators to abandon one or more clinical trials altogether. Enrollment delays may also result in increased development costs for our product candidates, which could cause the value of our company to decline.

Our progress in early-stage clinical trials may not be indicative of long-term efficacy in late-stage clinical trials, and our progress in trials for one product candidate may not be indicative of progress in trials for other product candidates.

With the exception of Glybera, the product candidates in our pipeline are at early-stages of development. Study designs and results from previous studies are not necessarily predictive of our future clinical study designs or results, and initial results may not be confirmed upon full analysis of the complete study data. Our product candidates may fail to show the desired safety and efficacy in later stages of clinical development despite having successfully advanced through initial clinical studies.

A number of companies in the pharmaceutical and biotechnology industries have suffered significant setbacks in late-stage clinical trials even after achieving promising results in early-stage clinical trials. If a larger population of patients does not experience positive results, if these results are not reproducible, or if our products show diminishing activity over time, our products may not receive approval from the EMA or FDA. Data obtained from preclinical and clinical activities are subject to varying interpretations, which may delay, limit or prevent regulatory approval. In addition, we may encounter regulatory delays or rejections as a result of many factors, including changes in regulatory policy during the period of product development. Failure to confirm favorable results from earlier trials by demonstrating the safety and effectiveness of our products in late stage clinical trials with larger patient populations could have a material adverse effect on our business that would cause our share price to decline.

Progress in trials of Glybera and its approval in the European Union do not indicate that we will make similar progress in trials for our other product candidates. While Glybera uses an AAV1 vector for gene delivery, the rest of the product candidates in our pipeline use other AAV vector variants, such as AAV5 or AAV2. Also, while Glybera is injected directly into the muscles of the leg, the rest of the products in our pipeline target other tissues. Due to these variations, trials for our other product candidates may be less successful than the trials for Glybera.

If serious adverse events occur or unacceptable side effects are identified in any gene therapy products or product candidates, whether ours or those of our competitors, we may need to abandon or limit the sale or development of Glybera or our product candidates.

Glybera or our product candidates may prove to have undesirable or unintended side effects, toxicities or other characteristics that may preclude our obtaining additional marketing approval or prevent or limit commercial use. In our clinical development program for Glybera, there were a total of 48 serious adverse events, two of which were determined to be related to Glybera, a pulmonary embolism and fever. In our partner's clinical development program for AIP, there was one serious adverse event that was determined by the investigator not to be treatment-related. If Glybera or any of our product candidates or those of other parties are associated with undesirable side effects in clinical trials or have characteristics that are unexpected, we may need to abandon their development or limit development to more narrow uses or subpopulations in which the undesirable side effects or other characteristics are less prevalent, less severe or more acceptable from a risk-benefit perspective.

Negative public opinion and increased regulatory scrutiny of gene therapy and genetic research may damage public perception of Glybera and our product candidates or adversely affect our ability to conduct our business or obtain further marketing approvals for Glybera and marketing approvals for our product candidates.

Public perception may be influenced by claims that gene therapy is unsafe, and gene therapy may not gain the acceptance of the public or the medical community. In particular, our success will depend upon physicians specializing in the treatment of those diseases that our product candidates target prescribing treatments that involve the use of our product candidates in lieu of, or in addition to, existing symptomatic treatments they are already familiar with and for which greater clinical data may be available.

A generalized public backlash developed against gene therapy following the death in September 1999 of an 18-year-old who had volunteered for a gene therapy experiment at the University of Pennsylvania. Researchers at the university had infused the volunteer's liver with a gene aimed at reversing a rare metabolic disease of the liver. The procedure triggered an extreme immune-system reaction that caused multiple-organ failure in a very short time, leading to the first death to occur as a direct result of a gene therapy experiment. In addition, in two gene therapy studies in 2003, 20 subjects treated for X-linked severe combined immunodeficiency using a murine gamma-retroviral vector showed correction of the disease. However, the studies were terminated after five subjects developed leukemia.

Although none of our current product candidates utilize the gamma-retroviruses used in the 2003 studies, our product candidates do use a viral vector delivery system. The risk of cancer remains a concern for gene therapy and we cannot assure that it will not occur in any of our planned or future clinical studies. In addition, there is the potential risk of delayed adverse events following exposure to gene therapy products due to persistent biological activity of the genetic material or other components of products used to carry the genetic material.

Adverse events in our clinical trials or those conducted by other parties, even if not ultimately attributable to our product candidates, and the resulting publicity could result in increased governmental regulation, unfavorable public perception, potential regulatory delays in the testing or approval of our potential product candidates, stricter labeling requirements for those product candidates that are approved and a decrease in

demand for any such product candidates. If any such adverse events occur, commercialization of Glybera or further advancement of our clinical trials could be halted or delayed, which would have a material adverse effect on our business and operations.

Risks Related to the Regulatory Approval of Our Product Candidates

Even if we complete the necessary preclinical tests and clinical trials, we cannot predict when or if we will obtain marketing approval to commercialize a product candidate, and any approval we receive may be for a more narrow indication than we expect.

We cannot commercialize a product until the appropriate regulatory authorities have reviewed and approved the product candidate. The development and commercialization of our product candidates, including their design, testing, manufacture, safety, efficacy, purity, recordkeeping, labeling, storage, approval, advertising, promotion, sale and distribution, are subject to comprehensive regulation by the EMA and other regulatory agencies of the member states of the European Union, by the FDA and other regulatory agencies in the United States, and similar regulatory authorities outside the European Union and the United States. Failure to obtain marketing approval for a product candidate in a specific jurisdiction will prevent us from commercializing the product candidate in that jurisdiction.

We have not received approval to market any of our products or product candidates from regulatory authorities in the United States. We received marketing authorization for Glybera from the European Commission in October 2012 under exceptional circumstances for a subset of LPLD patients, after our initial application was rejected in June 2011. We plan to file an IND with the FDA for Glybera in the first half of 2014. The FDA may not allow us to rely on the results of our prior clinical trials of Glybera, all of which were conducted outside the United States, or ultimately approve Glybera for marketing in the United States. The FDA may, for example, reject or discount the results of prior trials, or consider them to be inadequate or not well-controlled. Based on our meetings with the FDA in August and December 2013, we believe that to obtain marketing approval for Glybera in the United States, we will need to successfully conduct an adequate and appropriately controlled confirmatory clinical trial. We have not yet completed the design of this trial or prepared or submitted a protocol for this trial to the FDA. We may seek to amend the protocol for our European Union post-approval trial of Glybera so that such trial also could serve as such a confirmatory trial. The FDA may require preclinical testing or clinical trials beyond this confirmatory clinical trial as a basis for marketing approval of Glybera, which would be expensive and time consuming. If we fail to obtain marketing approval of Glybera in the United States on our anticipated timeframe, or obtain only limited approval for a specific patient population, our business could be materially adversely affected.

The process of obtaining marketing approval for our product candidates in the European Union, the United States and other countries is expensive and may take many years, if approval is obtained at all. Additional clinical trials may be required and can vary substantially based upon a variety of factors, including the type, complexity and novelty of the product candidates involved. Changes in marketing approval policies during the development period, changes in or the enactment of additional statutes or regulations, or changes in regulatory review for each submitted product application, may cause delays in the approval or rejection of an application. Regulatory authorities have substantial discretion in the approval process and may refuse to accept any application, may decide that our data are insufficient for approval, may require additional preclinical, clinical or other studies and may not complete their review in a timely manner. The FDA does not maintain a regulatory approval process similar to the EMA's marketing authorization under exceptional circumstances, which may make it more difficult to obtain marketing authorization for Glybera or other product candidates in the United States. Further, any marketing approval we ultimately obtain may be for only limited indications, or be subject to stringent labeling or other restrictions or post-approval commitments that render the approved product not commercially viable. For example, we received marketing authorization for Glybera in the European Union only for a restricted patient population and other regulatory agencies may approve Glybera only with a similarly limited label, which limits our addressable

market. Further, Glybera received marketing approval subject to post-approval restrictions including the requirement to conduct a post-approval clinical study, and if we fail to adequately satisfy these post-approval requirements the EMA may withdraw its approval.

If we experience delays in obtaining approval or if we fail to maintain approval of Glybera in the European Union or obtain approval of Glybera in the United States or elsewhere or of any of our product candidates in the United States or other countries, the commercial prospects for Glybera or our other product candidates may be harmed and our ability to generate revenues will be materially impaired.

The European Commission authorized marketing of Glybera under exceptional circumstances, and only after its subsidiary committees had made negative decisions involving the use of Glybera for the treatment of all patients with LPLD.

The process for obtaining approval of Glybera in the European Union was protracted and complicated by initial decisions against approval by the committees charged with review of our marketing authorization application. In their initial decision in June 2011, both the CAT and the Committee for Human Medicinal Products, or CHMP, determined that the benefit-risk balance for Glybera was negative for the treatment of all patients with LPLD.

In June 2012, the CAT gave a positive opinion and the CHMP then reassessed Glybera and recommended approval for adult patients diagnosed with familial LPLD and suffering from severe or multiple pancreatitis attacks despite dietary fat restrictions. This was a more restricted patient population than we had sought in our original application. The European Commission granted this approval in October 2012, subject to certain conditions including additional post-marketing studies for efficacy.

Our receipt of marketing authorization under exceptional circumstances in the European Union does not provide any assurance that we will be able to obtain marketing authorization for Glybera elsewhere, including in the United States, or for our other gene therapies in any country.

Our product, Glybera, was approved in Europe through a special regulatory scheme allowing for marketing of certain products under exceptional circumstances. A similar pathway to approval does not exist in the United States. As a result, approval of Glybera in Europe does not guarantee or increase the likelihood of approval of Glybera by the FDA in the United States.

In October 2012, the European Commission authorized marketing of Glybera under exceptional circumstances. The FDA does not maintain a regulatory approval process similar to the EMA's marketing authorization under exceptional circumstances, which may make it more difficult to obtain approval for Glybera in the United States. In the United States, the FDA will generally only approve a product on the basis of two full clinical studies that contain substantial evidence of the safety and efficacy of the proposed new product. Clinical trials in the United States must be conducted in accordance with GCP requirements. A protocol for each clinical trial and any subsequent protocol amendments must be submitted to the FDA as part of an IND. Each institution participating in the clinical trial is subject to the initial approval, continuing review, and at least annual reapproval, by an IRB.

Given the differences between the regulatory schemes for approval of new products in Europe and the United States, approval of Glybera in the European Union does not assure or increase the likelihood of approval of the product in the United States. In addition, the FDA may not allow us to rely on the results of our prior clinical trials of Glybera, all of which were conducted outside the United States. The FDA may, for example, reject or discount the results of prior trials, or consider them to be inadequate or not well-controlled. In addition, the FDA may not conclude that the results of the trials demonstrate that Glybera is safe or effective, or may otherwise require additional clinical trials as a basis for marketing approval, which would be expensive and time consuming. If we fail to obtain marketing approval in the United States on our anticipated timeframe, or obtain only limited approval for a specific patient population, our business could be materially adversely affected.

The FDA will require us to conduct comparability studies evaluating the products manufactured at our Amsterdam facility with those to be manufactured at our Lexington, Massachusetts facility, which is currently under construction. Those studies and their results could substantially delay or preclude our ability to commercialize Glybera and our product candidates in the United States.

The FDA maintains strict requirements governing the manufacturing process for biologics. When a manufacturer seeks to modify or change that process, the FDA typically requires the applicant to conduct non clinical and, depending on the magnitude of the changes, potentially clinical comparability studies that evaluate the potential differences in the product resulting from the change in the manufacturing process. In connection with any application we may file with the FDA seeking marketing approval for Glybera or any of our other product candidates in the United States, we will be required to conduct comparability studies assessing product manufactured at our facility in Amsterdam with product to be manufactured at our facility in Lexington, Massachusetts, which we are currently building out and equipping. The FDA may be especially concerned about the need for such a comparability study for Glybera if the clinical studies on which we rely for approval of our application only involved product manufactured at our facility in the Netherlands and if we intend to market only product manufactured in Lexington in the United States.

Delays in designing and completing a comparability study to the satisfaction of FDA could delay or preclude our development and commercialization plans and, thereby, limit our revenues and growth. For example, for Glybera, we may attempt to show comparability of the product manufactured at the different facilities through the use of non-clinical data, such as potency assays and animal studies. There is a risk that such data may not show acceptable comparability of the product manufactured at the different sites to the satisfaction of FDA. In addition, in the event that the FDA does not accept such non-clinical comparability data, we may need to conduct a study involving dosing of patients with product from our Lexington facility. That study may result in a delay of the approval or launch of Glybera in the United States.

We are subject to potentially costly post-approval requirements in the European Union that may restrict or eliminate the commercial success of Glybera.

As part of our marketing approval under exceptional circumstances in the European Union, the EMA has approved Glybera for the treatment of a subset of adult LPLD patients with familial LPLD diagnosed by genetic testing and suffering from severe or multiple pancreatitis attacks despite dietary fat restrictions, thereby imposing significant restrictions on the indicated uses and marketing of Glybera. Further, the EMA has imposed ongoing requirements for a potentially costly post-approval study and market surveillance. Specifically, as a condition to approval we are required to complete a post-approval clinical trial and implement a disease registry for long term surveillance of patients, as well as implement risk management procedures, distribute educational materials to healthcare professionals and patients, comply with certain notification obligations and undergo annual reassessment, the outcome of which could eventually lead to a withdrawal of the approval. The expense and uncertain result of these post-approval requirements may delay, limit or terminate our commercialization plan for Glybera and adversely affect our financial position.

The risks associated with the marketing approval process are heightened by our products' status as gene therapies.

Glybera has been evaluated as a gene therapy by the EMA. We believe that all of our current product candidates, including Glybera, will be viewed as gene therapy products by the EMA, FDA and other regulatory authorities. Gene therapies are relatively new treatments and regulators do not have extensive experience or standard review and approval processes for gene therapies. The FDA has never approved a gene therapy product as safe and effective and, unlike the EMA, does not have an exceptional circumstances approval pathway. The EMA has approved only one gene therapy, Glybera, for a subset of LPLD patients, under exceptional circumstances, and only did so by a vote of 17 to 15 and after twice denying approval. Given the novelty and complexity of our technology, we intend to discuss with the EMA, the FDA and other regulatory authorities the appropriate scientific analysis and evaluation of our methods to

support applications for marketing approval for our product candidates. The application process will take time and resources, may require independent third-party analysis and may still not be accepted by the EMA, FDA or other regulatory authorities.

The EMA and FDA have demonstrated caution in their regulation of gene therapy treatments, and ethical and legal concerns about gene therapy and genetic testing may result in additional regulations or restrictions on the development and commercialization of our product candidates that are difficult to predict. For example, the EMA advocates a risk-based approach to the development of a gene therapy product. Agencies at both the United States federal and state level, as well as congressional committees and foreign governments, have sometimes expressed interest in further regulating biotechnology. Such action may delay or prevent commercialization of some or all of our product candidates. For example, in 2003, the FDA suspended 27 gene therapy trials involving several hundred patients after learning that a child treated in France had developed a condition resembling leukemia. Although the FDA was not aware that any of the patients treated in the 27 American trials had suffered illnesses similar to that of the infant in France, it nevertheless took precautions. This temporary halt, the largest such action involving gene therapy trials, was a setback for the field.

Regulatory requirements affecting gene therapy have changed frequently and may continue to change. For example, the European Commission conducted a public consultation in early 2013 on the application of European Union legislation that governs advanced therapy medicinal products, including gene therapy products, that could result in changes in the data we need to submit to the EMA in order for our product candidates to gain regulatory approval. In addition, divergent scientific opinions among the various bodies involved in the review process may result in delays and require additional resources and may ultimately result in rejection. For further discussion about the regulation we face in Europe and the United States, please see "Business—Government Regulation and Reimbursement."

In the United States, the FDA has established the Office of Cellular, Tissue and Gene Therapies within the Agency's Center for Biologics Evaluation and Research, or CBER, to consolidate the review of gene therapy and related products, and the Cellular, Tissue and Gene Therapies Advisory Committee to advise CBER on its review. Gene therapy clinical trials conducted at institutions that receive funding for recombinant DNA research from the NIH are also subject to review by the NIH Office of Biotechnology Activities' Recombinant DNA Advisory Committee, or the RAC. Although the FDA decides whether individual protocols may proceed, the RAC review process can impede the initiation of a clinical trial, even if the FDA has reviewed the study and approved its initiation. In addition, the FDA can put an IND on clinical hold even if the RAC has provided a favorable review. Also, before a clinical trial can begin at an NIH-funded institution, that institution's institutional review board, or IRB, and its Institutional Biosafety Committee will review the proposed clinical trial to assess the safety of the study. Adverse developments in clinical trials of gene therapy products conducted by others may cause the FDA or other regulatory bodies to change the requirements for approval of any of our product candidates.

The FDA and the EMA have issued various guidance documents pertaining to gene therapy products, with which we likely must comply to gain regulatory approval of any of our product candidates in the United States or European Union, respectively. Those guidance documents may require us, for example, to observe the subjects of our clinical trials for a longer period than normal following completion of a trial, or to undertake more extensive preclinical assessments, in particular concerning our vector and transgene expression cassette system, before beginning clinical trials at all. We also may need to conduct environmental risk assessments and special long term studies to monitor the safety and efficacy of our products. The close regulatory scrutiny of gene therapy products may result in delays and increased costs, and may ultimately lead to any gene therapy product not being approved.

These regulatory review committees and advisory groups and the new guidelines they promulgate may lengthen the regulatory review process, require us to perform additional studies, increase our development costs, lead to changes in regulatory positions and interpretations, delay or prevent approval and

commercialization of these product candidates or lead to significant post-approval limitations or restrictions. As we advance our product candidates, we will be required to consult with these regulatory and advisory groups, and comply with applicable guidelines. If we fail to do so, we may be required to delay or discontinue development of our product candidates. Delay or failure to obtain, or unexpected costs in obtaining, the regulatory approval necessary to bring a potential product to market could decrease our ability to generate sufficient product revenues to maintain our business.

If we are not able to obtain or maintain orphan product exclusivity for any of our product candidates for which we seek this status, or if our competitors are able to obtain orphan product exclusivity before we do, we may not be able to obtain approval for our competing products for a significant period of time.

Regulatory authorities in some jurisdictions, including the European Union and the United States, may designate drugs for relatively small patient populations as orphan drugs. Under the Orphan Drug Act, the FDA may designate a product as an orphan drug if it is a drug intended to treat a rare disease or condition, which is generally defined as a patient population of fewer than 200,000 individuals annually in the United States or not more than five in 10,000 people in the European Union. Generally, if a product with an orphan drug designation subsequently receives the first marketing approval for the indication for which it has such designation, the product is entitled to a period of market exclusivity, which precludes the EMA or FDA from approving another marketing application for the same drug for the same indication for that time period. The applicable period is seven years in the United States and ten years in the European Union following marketing approval. The European Union exclusivity period can be reduced to six years if a drug no longer meets the criteria for orphan drug designation, for example if the drug is sufficiently profitable so that market exclusivity is no longer justified.

Orphan drug exclusivity may be lost if the EMA or FDA determines that the request for designation was materially defective, or if the manufacturer is unable to assure sufficient quantity of the drug to meet the needs of patients with the rare disease or condition or if the incidence and prevalence of patients who are eligible to receive the drug in these markets materially increase. Although we have obtained orphan designation for Glybera in the European Union and the United States, even after an orphan drug is approved, the same drug can subsequently be approved for the same condition if the competent regulatory agency concludes that the later drug is clinically superior in that it is shown to be safer, more effective or makes a major contribution to patient care.

If we lose orphan drug exclusivity or if our competitors obtain orphan drug exclusivity before we do, we may be precluded from obtaining marketing authorization or we may lose out on the potential benefits of market exclusivity.

Fast track designation by the FDA may not lead to a faster development or regulatory review or approval process, and it does not increase the likelihood that any of our product candidates will receive marketing approval in the United States.

We may in the future seek fast track designation for Glybera or other product candidates as appropriate in the United States. If a drug is intended for the treatment of a serious or life-threatening condition or disease and the drug demonstrates the potential to address unmet medical needs for this condition, the drug sponsor may apply for FDA fast track designation. The FDA has broad discretion whether or not to grant this designation, so even if we believe a particular product candidate is eligible for this designation, we cannot assure you that the FDA would decide to grant it. Even if we do apply for and receive fast track designation, we may not experience a faster development, review or approval process compared to conventional FDA procedures. The FDA may withdraw fast track designation if it believes that the designation is no longer supported by data from our clinical development program.

Breakthrough therapy designation by the FDA may not lead to a faster development or regulatory review or approval process, and it does not increase the likelihood that any of our product candidates will receive marketing approval in the United States.

We may in the future apply for breakthrough therapy designation for Glybera or other product candidates in the United States. A breakthrough therapy is defined as a product that is intended, alone or in combination with one or more other drugs, to treat a serious or life-threatening disease or condition, and for which preliminary clinical evidence indicates substantial improvement over existing therapies on one or more clinically significant endpoints, such as substantial treatment effects observed early in clinical development. For drugs and biologics that have been designated as breakthrough therapies, interaction and communication between the FDA and the sponsor of the trial can help to identify the most efficient path for clinical development while minimizing the number of patients placed in ineffective control regimens. Products designated as breakthrough therapies by the FDA are also eligible for accelerated approval.

Designation as a breakthrough therapy is within the discretion of the FDA. Accordingly, even if we believe one of our products or product candidates meets the criteria for designation as a breakthrough therapy, the FDA may disagree. In any event, the receipt of a breakthrough therapy designation for a product or product candidate may not result in a faster development process, review or approval compared to products considered for approval under conventional FDA procedures and, in any event, does not assure ultimate approval by the FDA. In addition, even if one or more of our products or product candidates qualify as breakthrough therapies, the FDA may later decide that the products no longer meet the conditions for qualification or decide that the time period for FDA review or approval will not be shortened.

Any of our product candidates for which we obtain marketing approval in the future could be subject to post-marketing restrictions or other regulatory requirements.

Glybera and any of our product candidates for which we obtain marketing approval in the future, as well as the manufacturing process, post-approval studies and measures, labeling, advertising and promotional activities for such products, will be subject to continued requirements of and review by the FDA, EMA and other regulatory authorities. These requirements include submissions of safety and other post-marketing information and reports, registration and listing requirements, requirements relating to manufacturing, quality control, quality assurance and corresponding maintenance of records and documents and recordkeeping. Even if marketing approval of a product candidate is granted, the approval may be subject to limitations on the indicated uses for which the product may be marketed or to the conditions of approval, including the requirement to develop and implement a risk evaluation and mitigation strategy. For example, the EMA's approval of Glybera was contingent upon our agreeing to post-approval obligations described elsewhere in this prospectus.

The FDA may also impose requirements for costly post-marketing studies or clinical trials and surveillance to monitor the safety or efficacy of a product. The FDA and other agencies, including the Department of Justice, closely regulate and monitor the post-approval marketing and promotion of products to ensure that they are manufactured, marketed and distributed only for the approved indications and in accordance with the provisions of the approved label. The FDA imposes stringent restrictions on manufacturers' communications regarding off-label use and if we do not market our products for their approved indications, we may be subject to an enforcement action for off-label marketing. Violations of the Federal Food, Drug, and Cosmetic Act and other statutes, including the False Claims Act, relating to the promotion of prescription drugs may lead to investigations alleging violations of federal and state health care fraud and abuse laws, as well as state consumer protection laws. Similar regulations apply in many other foreign jurisdictions.

In addition, later discovery of previously unknown adverse events or other problems with our products, or failure to comply with regulatory requirements, may yield various adverse results, including:

- restrictions on such products or manufacturing processes;

- restrictions on the labeling or marketing of a product;
- restrictions on product distribution or use;
- requirements to conduct post-marketing studies or clinical trials;
- warning letters;
- withdrawal of the products from the market;
- refusal to approve pending applications or supplements to approved applications that we submit;
- recall of products;
- fines, restitution or disgorgement of profits or revenues;
- suspension or withdrawal of marketing approvals;
- refusal to permit the import or export of our products;
- product seizure; and
- injunctions or the imposition of civil or criminal penalties.

Non-compliance with European Union requirements regarding safety monitoring or pharmacovigilance can also result in significant financial penalties. Similarly, failure to comply with the European Union's requirements regarding the protection of personal information can also lead to significant penalties and sanctions.

Any government investigation of alleged violations of law could require us to expend significant time and resources and could generate negative publicity. The occurrence of any event or penalty may inhibit our ability or that of our collaborators to commercialize Glybera and any other products and generate revenues, and may also adversely affect our ability to obtain FDA approval. Failure to maintain marketing approval for Glybera in the European Union or to obtain regulatory approval for Glybera in other jurisdictions may also adversely affect our ability to develop other product candidates, given the general applicability of our technology platform to the development of our current and future product candidates.

Risks Related to the Commercialization of Glybera and Our Product Candidates

If we or our collaborators are unable to commercialize Glybera or our other product candidates or experience significant delays in doing so, our business will be materially harmed.

Our ability to generate product revenues will depend heavily on the successful commercialization of Glybera and development and eventual commercialization of other product candidates. The success of our product candidates will depend on several factors, including the following:

- successful completion of preclinical studies and clinical trials;
- receipt of marketing approvals from applicable regulatory authorities;
- obtaining and maintaining patent and trade secret protection and non-patent, orphan drug exclusivity for our product candidates;
- completing the build-out of, and obtaining regulatory approval for, our new manufacturing facility in Lexington, Massachusetts;
- launching commercial sales of our products, if and when approved, whether alone or in collaboration with others;
- identifying and engaging effective distributors or other third party resellers on acceptable terms in certain jurisdiction where we plan to utilize third parties for the marketing and sale of Glybera or other candidate products;
- acceptance of our products, if and when approved, by patients, the medical community and third party payors;
- effectively competing with other therapies;
- obtaining and maintaining healthcare coverage and adequate reimbursement; and

- complying with post-approval requirements of the EMA and maintaining a continued acceptable overall safety profile based on the EMA's risk-benefit analysis.

Failure to achieve or implement any of these elements could result in significant delays or an inability to successfully commercialize Glybera or our product candidates, which could materially harm our business.

The affected populations for Glybera and product candidates may be smaller than we or third parties currently project, which may affect the addressable markets for Glybera and product candidates.

Our projections of the number of people who have the diseases we are seeking to treat, as well as the subset of people with these diseases who have the potential to benefit from treatment with Glybera or our product candidates, are estimates based on our knowledge and understanding of these diseases. The total addressable market opportunity for Glybera and our product candidates will ultimately depend upon a number of factors including the diagnosis and treatment criteria included in the final label, if approved for sale in specified indications, acceptance by the medical community, patient access and product pricing and reimbursement. Prevalence estimates are frequently based on information and assumptions that are not exact and may not be appropriate, and the methodology is forward-looking and speculative. The process we have used in developing an estimated prevalence range for the indications we are targeting has involved collating limited data from multiple sources. Accordingly, the prevalence estimates included in this prospectus should be viewed with caution. Further, the data and statistical information used in this prospectus, including estimates derived from them, may differ from information and estimates made by our competitors or from current or future studies conducted by independent sources.

The use of such data involves risks and uncertainties and is subject to change based on various factors. Our estimates may prove to be incorrect and new studies may change the estimated incidence or prevalence of the diseases we seek to address. The number of patients with the diseases we are targeting in the European Union, the United States and elsewhere may turn out to be lower than expected or may not be otherwise amenable to treatment with our products, or new patients may become increasingly difficult to identify or access, all of which would adversely affect our results of operations and our business.

Glybera, and any other product candidate that receives marketing approval in the future, may fail to achieve the degree of market acceptance by physicians, patients, third-party payors and others in the medical community necessary for commercial success.

Doctors may be reluctant to accept a gene therapy as a treatment option or, where available, choose to continue to rely on existing symptomatic treatments. If Glybera does not achieve an adequate level of acceptance, we may not generate significant revenues from this product and we may never achieve profitability. The degree of market acceptance of Glybera, as well as of any of our product candidates that receive marketing approval in the future, will depend on a number of factors, including:

- the efficacy and potential advantages of our therapies compared with alternative treatments;
- our ability to convince payors of the long-term cost-effectiveness of our therapies and, consequently, the availability of third-party coverage and adequate reimbursement;
- the limitations on use and label requirements imposed by regulators;
- the convenience and ease of administration of our gene therapies, which in the case of Glybera requires spinal anaesthesia and multiple intramuscular injections, compared to alternative treatments;
- the willingness of the target patient population to try new therapies, especially a gene therapy, and of physicians to administer these therapies;
- the strength of marketing and distribution support;
- the prevalence and severity of any side effects; and
- any restrictions on the use of our products.

In the case of Glybera in the European Union, we are required to put in place a restricted access program to ensure that the product is used appropriately when the diagnosis is confirmed, mandating that the product only be supplied to doctors who have received the appropriate educational materials and only be used to treat patients participating in a registry to monitor the outcome of patients treated with Glybera. These requirements may further limit our ability to gain sufficient market acceptance.

If our collaboration with Chiesi is not successful, we may not effectively commercialize Glybera in the European Union and other countries covered by our partnership with Chiesi.

We have entered into a collaboration with Chiesi for the commercialization of Glybera in the European Union, China, Russia and other specified countries. As a result, we are dependent on the efforts of Chiesi to successfully commercialize Glybera in these countries. There is a risk that Chiesi:

- may not perform its obligations as expected;
- may have difficulties gaining acceptance of the use of Glybera in the clinical community and achieving satisfactory pricing and reimbursement of Glybera;
- may terminate, or may elect not to continue or renew, our commercialization arrangements based on changes in its strategic focus or available funding, or external factors, such as an acquisition, that divert resources or create competing priorities; and
- may not commit sufficient resources to the marketing and distribution of Glybera.

In addition, we are required to manufacture Glybera for sale by Chiesi. Should we encounter manufacturing problems, we may fail to adequately supply Glybera to Chiesi. If any of these circumstances related to our collaboration with Chiesi are realized, they may adversely affect the commercial success of Glybera in the European Union and other countries covered by our partnership with Chiesi.

We face substantial competition, which may result in others discovering, developing or commercializing products before or more successfully than we do.

The development and commercialization of new biotechnology and biopharmaceutical products, including gene therapies, is highly competitive. We may face competition with respect to Glybera and our current product candidates, as well as with respect to any product candidates that we may seek to develop or commercialize in the future, from large and specialty pharmaceutical companies and biotechnology companies worldwide, who currently market and sell products or are pursuing the development of products for the treatment of many of the disease indications for which we are developing our product candidates. Potential competitors also include academic institutions, government agencies and other public and private research organizations that conduct research, seek patent protection and establish collaborative arrangements for research, development, manufacturing and commercialization. In recent years, there has been a significant increase in commercial and scientific interest and financial investment in gene therapy as a therapeutic approach, which has intensified the competition in this area.

We are aware of several companies focused on developing gene therapies in various indications, including AGTC, Asklepios, Audentes Therapeutics, BioMarin, bluebird bio, Dimension/Regen X, Oxford BioSciences, Sangamo BioScience, and Spark Therapeutics, as well as several companies addressing other methods for modifying genes and regulating gene expression. We may also face competition with respect to the treatment of some of the diseases that we are seeking to target with our gene therapies from protein pharmaceuticals under development at pharmaceutical and biotechnology companies, including Pfizer, Baxter, Bayer, Novo Nordisk, Genzyme, Shire, BioMarin and Biogen Idec. We must also compete with existing standards of care, therapies and symptomatic treatments, as well as any new therapies that may become available in the future for the indications we are targeting.

Our commercial opportunity could be reduced or eliminated if our competitors develop and commercialize products that are safer, more effective, have fewer or less severe side effects, are more convenient or are less expensive than the products that we develop. Our competitors also may obtain EMA, FDA or other

regulatory approval for their products more rapidly than we do, which could result in our competitors establishing a strong market position before we are able to enter the market. Because we expect that gene therapy patients may generally require only a single administration, we believe that the first gene therapy product to enter the market for a particular indication will likely enjoy a significant commercial advantage, and may also obtain market exclusivity under applicable orphan drug regimes.

Many of the companies with which we are competing or may compete in the future have significantly greater financial resources and expertise than we do in research and development, manufacturing, preclinical testing, conducting clinical trials, obtaining regulatory approvals and marketing approved products. Mergers and acquisitions in the pharmaceutical and biotechnology industries may result in more resources being concentrated among a smaller number of our competitors. Smaller and other early-stage companies may also prove to be significant competitors, particularly through collaborative arrangements with large and established companies. These third parties compete with us in recruiting and retaining qualified scientific and management personnel, establishing clinical trial sites and patient registration for clinical trials, as well as in acquiring technologies complementary to, or necessary for, our programs.

Even if we are successful in achieving regulatory approval to commercialize a product candidate faster than our competitors, it is conceivable that we may face competition from biosimilars. In the United States, the Biologics Price Competition and Innovation Act of 2009 authorized the FDA to approve products that are "highly similar," or biosimilar, to or "interchangeable" with an FDA-approved biological product following expiration of a 12 year period of exclusivity. In the European Union, a competitor may reference data from biological products already approved, but will not be able to get on the market until ten years after the time of approval, although that may be extended to 11 years under specified circumstances. If competitors are able to obtain marketing approval for biosimilars after the applicable period of non-patent exclusivity expires, the attendant competitive pressure and consequences. Expiration or successful challenge of our applicable patent rights could also trigger competition from other products.

Risks Related to Our Dependence on Third Parties for Glybera and our Product Pipeline

We rely on third parties for important aspects of our development programs. If these parties do not perform successfully or if we are unable to maintain any of our collaboration arrangements, our business could be adversely affected.

We have entered into collaborations with other companies and academic research institutions with respect to important elements of our commercial and development programs. For example, we have collaboration agreements with Chiesi, for both commercialization of Glybera in the European Union and certain other countries and co-development and commercialization of our hemophilia B program, and development programs with Digna Biotech, Institut Pasteur and UCSF. We believe that these arrangements provide us with access to important technologies and capabilities, and in many cases to data from our collaborators' preclinical and clinical development programs. Our collaboration with Chiesi has also provided us with important funding for our Glybera and hemophilia B development programs.

Our existing collaborations, and any future collaborations we enter into, may pose a number of risks, including the following:

- collaborators have significant discretion in determining the efforts and resources that they will apply to these collaborations;
- in our current collaborations, we generally have limited or no control over the design or conduct of clinical trials sponsored by our collaborators;
- if our collaborators do not conduct the clinical trials they sponsor in accordance with regulatory requirements or stated protocols, we will not be able to rely on the data produced in such trials in our further development efforts;

- collaborators may not perform their obligations as expected;
- collaborators may also have relationships with other entities, some of which may be our competitors;
- collaborators may not pursue development and commercialization of any product candidates or may elect not to continue or renew development or commercialization programs based on clinical trial results, changes in the collaborators' strategic focus or available funding, or external factors, such as an acquisition, that divert resources or create competing priorities;
- collaborators may delay clinical trials, provide insufficient funding for a clinical trial program, stop a clinical trial or abandon a product candidate, repeat or conduct new clinical trials or require a new formulation of a product candidate for clinical testing;
- collaborators could independently develop, or develop with third parties, products that compete directly or indirectly with our products or product candidates if the collaborators believe that competitive products are more likely to be successfully developed or can be commercialized under terms that are more economically attractive than ours;
- our collaboration arrangements may impose restrictions on our ability to undertake other development efforts that may appear to be attractive to us;
- product candidates discovered in collaboration with us may be viewed by our collaborators as competitive with their own product candidates or products, which may cause collaborators to cease to devote resources to the commercialization of our product candidates;
- a collaborator with marketing and distribution rights to Glybera or one or more of our product candidates that achieve regulatory approval may not commit sufficient resources to the marketing and distribution of such product or products;
- disagreements with collaborators, including disagreements over proprietary rights, contract interpretation or the preferred course of development, could cause delays or termination of the research, development or commercialization of product candidates, lead to additional responsibilities for us, or result in litigation or arbitration, any of which would be time-consuming and expensive;
- collaborators may not properly maintain or defend our intellectual property rights or may use our proprietary information in such a way as to invite litigation that could jeopardize or invalidate our intellectual property or proprietary information or expose us to potential litigation;
- collaborators may infringe the intellectual property rights of third parties, which may expose us to litigation and potential liability; and
- collaborations may in some cases be terminated for the convenience of the collaborator and, if terminated, we could be required to expend additional funds to pursue further development or commercialization of the applicable product or product candidates.

If our collaborations do not result in the successful development and commercialization of products or if one of our collaborators terminates its agreement with us, we may not receive any future research funding or milestone or royalty payments under the collaboration. If we do not receive the funding we expect under these agreements, our development of our product candidates could be delayed and we may need additional resources to develop our product candidates. All of the risks relating to product development, regulatory approval and commercialization described in this prospectus also apply to the activities of our development collaborators.

If we are unable to enter into additional collaborations in the future, or if our new collaborations are not successful, we may not be able to develop or market our product candidates or obtain a strategic position in the development of new gene therapies.

We believe collaborations enable us to gain access to early-stage clinical programs and related data, as well as to promising transgenes and other intellectual property, with limited financial investment by us. Part of our strategy is to leverage our experience and expertise in gene therapy research and development, as well as our proprietary manufacturing capabilities, to be an attractive collaborator for academic research institutions and biotechnology and pharmaceutical companies seeking to advance their programs into larger, late-stage clinical trials that require commercial-scale manufacturing. We face significant competition from other gene therapy, biotechnology and pharmaceutical companies, and we may be unable to attract suitable collaborators or reach agreements with them on acceptable terms, which could limit our access to attractive development programs.

For some of our product candidates, particularly for chronic and degenerative diseases that will require large clinical trials and a retail sales force to address the market, we may in the future collaborate with pharmaceutical and biotechnology companies for development and potential commercialization. We face significant competition in seeking appropriate collaborators. Our ability to reach a definitive agreement for a collaboration will depend, among other things, upon our assessment of the collaborator's resources and expertise, the terms and conditions of the proposed collaboration and the proposed collaborator's evaluation of a number of factors. Many of our agreements with our licensors, including our agreements with the NIH, require us to obtain consent from the licensor before we can enter into arrangements involving the sublicensing of technology we have licensed from such licensors. Our licensors may withhold such consent, or may provide such consent only if we agree to reduce our rights or increase our financial or other obligations to them. Obtaining such consent may also hamper our ability to enter into collaboration arrangements on a timely basis.

If we are unable to reach agreements with suitable collaborators on a timely basis, on acceptable terms, or at all, we may have to curtail the development of a product candidate, reduce or delay its development or one or more of our other development programs, delay its potential commercialization or reduce the scope of any sales or marketing activities, or increase our expenditures and undertake development or commercialization activities at our own expense. If we elect to fund and undertake development or commercialization activities on our own, we may need to obtain additional expertise and additional capital, which may not be available to us on acceptable terms or at all. If we fail to enter into collaborations and do not have sufficient funds or expertise to undertake the necessary development and commercialization activities, we may not be able to further develop our product candidates or bring them to market or continue to develop our product platform, and our business may be materially and adversely affected.

We do not currently have a sales or marketing infrastructure and have no experience in the sale, marketing or distribution of pharmaceutical products. To achieve commercial success for Glybera in the European Union and certain other countries, we are dependent on Chiesi's sales and marketing infrastructure. We may enter into similar arrangements with other parties in respect of the commercialization of products in other jurisdictions. Entering into arrangements with other third parties to perform these services may result in lower product revenues and profitability, if any, than if we were to market, sell and distribute Glybera or other products ourselves. In addition, we may not be successful in entering into arrangements with third parties in the future to sell, market and distribute our product candidates, including Glybera in other territories, or may be unable to do so on terms that are favorable to us. We likely will have little control over such third parties, and any of them may fail to devote the necessary resources and attention to sell and market our products effectively.

Risks Related to Our Manufacturing

Gene therapies, including Glybera, are complex and difficult to manufacture. We could experience production problems that result in delays in our development or commercialization schedules or otherwise adversely affect our business.

We manufacture Glybera and clinical supplies of our product candidates ourselves in our facility in Amsterdam and plan to commence production in our Lexington, Massachusetts facility, which is currently under construction. The insect-cell based manufacturing process we use to produce Glybera and our other product candidates is highly complex and in the normal course is subject to production difficulties. A number of factors could cause production interruptions, including equipment malfunctions, facility contamination, labor problems, raw material shortages or contamination, natural disasters, disruption in utility services, terrorist activities, human error or disruptions in the operations of our suppliers.

Our viral vectors require processing steps that are more complex than those required for most chemical pharmaceuticals. Moreover, unlike chemical pharmaceuticals, the physical and chemical properties of a biologic such as ours generally cannot be adequately characterized prior to manufacturing the final product. As a result, an assay of the finished product is not sufficient to ensure that the product will perform in the intended manner. Accordingly, we employ multiple steps to attempt to control our manufacturing process to assure that the process works and the product or product candidate is made strictly and consistently in compliance with the process. Problems with the manufacturing process, even minor deviations from the normal process, could result in product defects or manufacturing failures that result in lot failures, product recalls, product liability claims and insufficient inventory. We may encounter problems achieving adequate or clinical-grade materials that meet EMA, FDA or other applicable standards or specifications with consistent and acceptable production yields and costs.

In addition, the EMA, FDA and other regulatory bodies may require us to submit samples of any lot of any approved product together with the protocols showing the results of applicable tests at any time. Under some circumstances, the EMA, FDA or other regulatory bodies may require that we not distribute a lot until the agency authorizes its release. Slight deviations anywhere in the manufacturing process, including stability and quality control, may result in unacceptable changes in the products that could result in lot failures or product recalls. Lot failures or product recalls could cause us to delay product launches or clinical trials, which could be costly to us and otherwise harm our business.

We also may encounter problems hiring and retaining the experienced specialist personal needed to operating our manufacturing process, which could result in delays in our production or difficulties in maintaining compliance with applicable regulatory requirements.

Any problems in our manufacturing process or facilities could make us a less attractive collaborator for academic research institutions and other parties, which could limit our access to additional attractive development programs.

Any contamination in our manufacturing process, shortages of raw materials or failure of any of our key suppliers to deliver necessary components of our platform could result in delays in our clinical development or marketing schedules.

Given the nature of biologics manufacturing, there is a risk of contamination. Any contamination could materially adversely affect our ability to produce our gene therapies, including Glybera, on schedule and could therefore harm our results of operations and cause reputational damage.

Some of the raw materials required in our manufacturing process are derived from biological sources. Such raw materials are difficult to procure and may also be subject to contamination or recall. A material shortage, contamination, recall, or restriction on the use of biologically derived substances in the manufacture of Glybera or our product candidates could adversely impact or disrupt the commercial

manufacturing of Glybera or the production of clinical material, which could materially and adversely affect our operating results and development timelines.

We rely on single suppliers for the supply and manufacture of certain components of our technology. Specifically, we have only one source of supply for some of the materials used in the chromatography step of our manufacturing process. We are not currently seeking to establish secondary suppliers for these materials. We may not be successful in establishing secondary suppliers on acceptable terms, if at all, should our suppliers discontinue supply of these materials. Further, these suppliers are not required to give us advance notice in the event they discontinue supply of the relevant materials. Should our ability to procure these material components from our sole suppliers be compromised, our ability to continuously operate would be impaired until an alternative supplier is sourced, qualified and tested, which could limit our ability to produce a commercial supply of Glybera, delay the development programs of Glybera and our other product candidates and harm our business.

Delays in completing and receiving regulatory approvals for our new U.S. manufacturing facility could delay our development and commercialization plans and thereby limit our revenues and growth.

We are expending significant funds for the build-out of our leased 53,000 square foot manufacturing facility in Lexington, Massachusetts. This project may result in unanticipated delays and cost more than expected due to a number of factors, including regulatory requirements. If construction or regulatory approval of our new facility is delayed, we may not be able to manufacture sufficient quantities of Glybera or our product candidates, which would limit our commercialization and development activities and our opportunities for growth. Cost overruns associated with this facility could also require us to raise additional funds from external sources, which may be unavailable on favorable terms or at all.

Our manufacturing facility in Amsterdam is, and our facility in Lexington that is under construction will be, subject to significant government regulations and approvals, which are often costly. If we fail to comply with these regulations or maintain these approvals, our business will be materially harmed.

Our manufacturing facility in Amsterdam is, and our new facility in Lexington will be, subject to ongoing regulation and periodic inspection by the EMA, FDA and other regulatory bodies to ensure compliance with cGMP. Any failure to follow and document our adherence to such cGMP regulations or other regulatory requirements may lead to significant delays in the availability of products for commercial use or clinical study, may result in the termination of or a hold on a clinical study, or may delay or prevent filing or approval of marketing applications for our products. In addition, if we alter our manufacturing process for gene therapies, including Glybera, or during the development of a product candidate, the EMA, FDA or other regulatory authorities may require additional testing and clinical studies to ensure adequate safety and efficacy.

To monitor our compliance with applicable regulations, the EMA, FDA and comparable agencies in other jurisdictions routinely conduct inspections of our facilities and may identify potential deficiencies for us to address. For example, the FDA issues what are referred to as "FDA Form 483s" that set forth observations and concerns that are identified during its inspections. We may receive Form 483s in the future. Failure to satisfactorily address the concerns or potential deficiencies identified in a Form 483 could result in us being issued a warning letter, a notice of what the FDA believes to be significant regulatory violations requiring prompt corrective actions. If we fail to adequately respond to a warning letter, or otherwise fail to comply with applicable regulatory requirements, we could be subject to enforcement, remedial and/or punitive actions by the FDA or other regulatory authorities.

Failure to comply with applicable regulations could also result in the EMA, FDA or other applicable authorities taking various actions, including:

- levying fines and other civil penalties;
- imposing consent decrees or injunctions;

- a requirement to suspend or put on hold one or more of our clinical trials;
- suspending or withdrawing regulatory approvals;
- delaying or refusing to approve pending applications or supplements to approved applications;
- suspending manufacturing activities or product sales, imports or exports;
- requiring us to communicate with physicians and other customers about concerns related to actual or potential safety, efficacy, and other issues involving our products;
- mandating product recalls or seizing products;
- imposing operating restrictions; and
- seeking criminal prosecutions.

Any of the foregoing could materially harm our business.

Our use of viruses, chemicals and other hazardous materials requires us to comply with regulatory requirements and exposes us to significant potential liabilities.

Our development and manufacturing processes involve the use of viruses, chemicals and other hazardous materials, and produce waste products. Accordingly, we will be subject to federal, state and local laws and regulations in the United States, and are subject to comparable regulations in the Netherlands, governing the use, manufacture, distribution, storage, handling, treatment and disposal of these materials. In addition to ensuring the safe handling of these materials, applicable requirements require increased safeguards and security measures for many of these agents, including controlling access and screening of entities and personnel who have access to them, and establishing a comprehensive national database of registered entities. In the event of an accident or failure to comply with environmental, occupational health and safety and export control laws and regulations, we could be held liable for damages that result, and any such liability could exceed our assets and resources.

Risks Related to Our Intellectual Property

We license intellectual property from third parties, and such licenses may not provide adequate rights, may not be available in the future on commercially reasonable terms or at all, or our licensors may be unable to obtain and maintain patent protection for the technology or products that we license from them.

We currently are heavily reliant upon licenses of proprietary technology from third parties that is important or necessary to the development of our technology and products, including technology related to our manufacturing process, our vector platform, our gene cassettes and the therapeutic genes of interest we are using. These and other licenses may not provide adequate rights to use such technology in all relevant fields of use. Licenses to additional third-party technology that may be required for our development programs may not be available in the future or may not be available on commercially reasonable terms, which could have a material adverse effect on our business and financial condition.

In some circumstances, we may not have the right to control the preparation, filing and prosecution of patent applications, or to maintain the patents, covering technology that we license from third parties. In addition, some of our agreements with our licensors require us to obtain consent from the licensor before we can enforce patent rights, and our licensor may withhold such consent or may not provide it on a timely basis. Therefore, we cannot be certain that these patents and applications will be prosecuted and enforced in a manner consistent with the best interests of our business. In addition, if third parties who license patents to us fail to maintain such patents, or lose rights to those patents, the rights we have licensed may be reduced or eliminated.

Our intellectual property licenses with third parties may be subject to disagreements over contract interpretation, which could narrow the scope of our rights to the relevant intellectual property or technology or increase our financial or other obligations to our licensors.

The agreements under which we currently license intellectual property or technology from third parties are complex, and certain provisions in such agreements may be susceptible to multiple interpretations. The resolution of any contract interpretation disagreement that may arise could narrow what we believe to be the scope of our rights to the relevant intellectual property or technology, or increase what we believe to be our financial or other obligations under the relevant agreement, either of which could have a material adverse effect on our business and financial condition. For example, we have an exclusive license from the NIH for "the development and sale of AAV5 based therapeutic products to be delivered to the brain or liver for treatment of human diseases originating in the brain or liver," other than arthritis-related diseases. We also have a non-exclusive license from the NIH for the development and sale of AAV5 based therapeutic products to treat human diseases other than those covered by our exclusive license.

We believe that our exclusive license from the NIH includes the systemic administration of AAV5-based therapeutic products so long as such therapeutic products are "to be delivered to the brain or liver for treatment of human diseases originating in the brain or liver." However, Sangamo BioSciences, Inc., or Sangamo, has announced that it has broad worldwide licenses to use AAV vectors, including AAV5 and AAV6, for research, development and commercialization of therapies for hemophilia A and B, Huntington's disease and other targets. We believe Sangamo's view may be that our exclusive license excludes systemic administration because Sangamo interprets the phrase "to be delivered to" to require direct administration into the brain or liver. Our view is that the phrase "to be delivered to" indicates the ultimate destination of the therapy and not the location where it is first introduced into the body. Although we think our interpretation is correct, there can be no assurance that a court would agree with our interpretation regarding the meaning of this phrase. If our interpretation of the phrase "to be delivered to" is incorrect, then others may obtain licenses from the NIH that may enable them to compete with us in the systemic administration of AAV5-based therapeutics for treatment of human diseases originating in the brain or liver, which could harm our business.

If we fail to comply with our obligations in our intellectual property licenses with third parties, we could lose rights that are important to our business.

We in-license intellectual property from third parties that is material to Glybera and all of our product candidates, including technology related to our manufacturing process, our vector platform, and the therapeutic gene cassettes we are using. Our licensing arrangements with third parties impose diligence, development and commercialization timelines, milestone payment, royalty, insurance and other obligations on us. If we fail to comply with these obligations, our counterparties may have the right to terminate these agreements, in which case we might not be able to develop, manufacture or market any product that is covered by these agreements or may face other penalties under the agreements. Such an occurrence could materially adversely affect the value of the product candidate being developed under any such agreement. Termination of these agreements or reduction or elimination of our rights under these agreements may result in our having to negotiate new or amended agreements with less favorable terms, or cause us to lose our rights under these agreements, including our rights to important intellectual property or technology.

If we are unable to obtain and maintain patent protection for our technology and products, our ability to successfully commercialize our products may be impaired.

We rely upon a combination of in-licensed and owned patents, trade secret protection and confidentiality agreements to protect our intellectual property. Our success depends in large part on our ability to obtain and maintain this protection in the European Union, the United States and other countries, in part by filing patent applications related to our novel technologies and product candidates. Our patents may not provide us with any meaningful commercial protection, prevent competitors from competing with us or otherwise

provide us with any competitive advantage. Our competitors may be able to circumvent our owned or licensed patents by developing similar or alternative technologies or products in a non-infringing manner.

The patent prosecution process is expensive and time-consuming, and we may not be able to file and prosecute all necessary or desirable patent applications at a reasonable cost or in a timely manner. It is also possible that we will fail to identify patentable aspects of our research and development output before it is too late to obtain patent protection.

The patent position of biotechnology and pharmaceutical companies generally is highly uncertain, involves complex legal and factual questions and has in recent years been the subject of much litigation. In addition, the laws of foreign countries may not protect our rights to the same extent as the laws of the United States. For example, European Union patent law with respect to the patentability of methods of treatment of the human body is more limited than United States law. Publications of discoveries in the scientific literature often lag behind the actual discoveries, and patent applications in the United States and other jurisdictions are typically not published until 18 months after their priority date, or in some cases at all. Therefore, we cannot know with certainty whether we were the first to make the inventions or that we were the first to file for patent protection of the inventions claimed in our owned or licensed patents or pending patent applications. As a result, the issuance, scope, validity, enforceability and commercial value of our patent rights are highly uncertain. Our pending and future patent applications may not result in patents being issued that protect our technology or products, in whole or in part, or which effectively prevent others from commercializing competitive technologies and products. Changes in either the patent laws or interpretation of the patent laws in the European Union, the United States or other countries may diminish the value of our patents or narrow the scope of our patent protection.

If the scope of the patent protection we obtain is not sufficiently broad, our ability to successfully commercialize our technology and products may be impaired.

The issuance of a patent is not conclusive as to its inventorship, scope, validity or enforceability, and our owned and licensed patents may be challenged in the courts or patent offices in the European Union, the United States or elsewhere. Such challenges may result in loss of exclusivity or freedom to operate or in patent claims being narrowed, invalidated or held unenforceable, in whole or in part, which could limit our ability to stop others from using or commercializing similar or identical technology and products, or limit the duration of the patent protection of our technology and products. Given the amount of time required for the development, testing and regulatory review of new product candidates, patents protecting such candidates might expire before or shortly after such candidates are commercialized. As a result, our owned and licensed patent portfolio may not provide us with sufficient rights to exclude others from commercializing products similar or identical to ours.

Recent patent reform legislation could increase the uncertainties and costs surrounding the prosecution of our patent applications and the enforcement or defense of our issued patents. In September 2011, the Leahy-Smith America Invents Act, or the Leahy-Smith Act, was signed into law. The Leahy-Smith Act includes a number of significant changes to United States patent law. These include provisions that affect the way patent applications are prosecuted and may also affect patent litigation. The United States Patent Office recently developed new regulations and procedures to govern administration of the Leahy-Smith Act, and many of the substantive changes to patent law associated with the Leahy-Smith Act and, in particular, the first to file provisions, only became effective in March 2013. Accordingly, it is not clear what, if any, impact the Leahy-Smith Act will have on the operation of our business. However, the Leahy-Smith Act and its implementation could increase the uncertainties and costs surrounding the prosecution of our patent applications and the enforcement or defense of our issued patents, all of which could have a material adverse effect on our business and financial condition.

Moreover, since September 2012, third parties now have standing to submit documents to the U.S. Patent and Trademark Office that relate to pending patent applications, known as pre-issuance submissions, for

consideration during examination of a patent application. In addition, third parties may now challenge issued patents through *inter partes* reviews and post-grant reviews which include trials before a panel of administrative patent judges. We may be subject to such pre-issuance submissions, *inter partes* reviews or post-grant reviews, or become involved in opposition, re-examination, interference or derivation proceedings challenging our patent rights or the patent rights of others. An adverse determination in any such examination, proceeding or litigation could reduce the scope of, or invalidate, our patent rights, allow third parties to commercialize our technology or products and compete directly with us, without payment to us, or result in our inability to manufacture or commercialize products without infringing third party patent rights. In addition, if the breadth or strength of protection provided by our patents and patent applications is threatened, it could dissuade companies from collaborating with us to license, develop or commercialize current or future product candidates.

We may become involved in lawsuits to protect or enforce our patents or other intellectual property, which could be expensive, time consuming and unsuccessful.

Competitors may infringe our owned or licensed patents or other intellectual property. To counter infringement or unauthorized use, we may be required to file infringement claims, which can be expensive and time consuming. Any claims we assert against perceived infringers could provoke these parties to assert counterclaims against us alleging that we infringe their patents. In addition, in a patent infringement proceeding, a court may decide that a patent of ours is invalid or unenforceable, in whole or in part, construe the patent's claims narrowly or refuse to stop the other party from using the technology at issue on the grounds that our patents do not cover the technology in question. An adverse result in any litigation proceeding could put one or more of our patents at risk of being invalidated or interpreted narrowly.

Even if resolved in our favor, litigation or other legal proceedings relating to intellectual property claims may cause us to incur significant expenses, and could distract our technical and management personnel from their normal responsibilities. In addition, there could be public announcements of the results of hearings, motions or other interim proceedings or developments and if securities analysts or investors perceive these results to be negative, it could have a substantial adverse effect on the price of our ordinary shares. Such litigation or proceedings could substantially increase our operating losses and reduce the resources available for development activities or any future sales, marketing or distribution activities. We may not have sufficient financial or other resources to conduct such litigation or proceedings adequately. Some of our competitors may be able to sustain the costs of such litigation or proceedings more effectively than we can because of their greater financial resources. Uncertainties resulting from the initiation and continuation of patent litigation or other proceedings could compromise our ability to compete in the marketplace. Third parties may initiate legal proceedings alleging that we are infringing their intellectual property rights, the outcome of which would be uncertain and could have a material adverse effect on the success of our business.

Our commercial success depends upon our ability, and the ability of our collaborators, to develop, manufacture, market and sell our product candidates and use our proprietary technologies without infringing the proprietary rights of third parties. There is considerable intellectual property litigation in the biotechnology and pharmaceutical industries. We may become party to, or threatened with, future adversarial proceedings or litigation regarding intellectual property rights with respect to our products and technology, including interference or derivation proceedings before the U.S. Patent and Trademark Office. Third parties may assert infringement claims against us based on existing patents or patents that may be granted in the future.

Third parties may assert their intellectual property rights against us, which could require us to defend lawsuits, obtain licenses, and cease or delay commercializing certain product candidates.

If we are found to infringe a third party's intellectual property rights, we could be required to obtain a license from such third party to continue developing and marketing our products and technology. However, we may not be able to obtain any required license on commercially reasonable terms or at all. Even if we were able to obtain a license, it could be non-exclusive, thereby giving our competitors access to the same technologies licensed to us. We could be forced, including by court order, to cease commercializing the infringing technology or product. In addition, we could be found liable for monetary damages, including treble damages and attorneys' fees if we are found to have wilfully infringed a patent. A finding of infringement could prevent us from commercializing our product candidates or force us to cease some of our business operations, which could materially harm our business. Claims that we have misappropriated the confidential information or trade secrets of third parties could have a similar negative impact on our business.

For example, we are aware of patents owned by third parties that relate to some aspects of our programs that are still in development. In some cases, because we have not determined the final methods of manufacture, the method of administration or the therapeutic compositions for these programs, we cannot determine whether rights under such third party patents will be needed. In addition, in some cases, we believe that the claims of these patents are invalid or not infringed, or will expire before commercialization. However, if such patents are needed and found to be valid and infringed, we could be required to obtain licenses, which might not be available on commercially reasonable terms, or to cease or delay commercializing certain product candidates, or to change our programs to avoid infringement.

Our reliance on third parties may require us to share our trade secrets, which could increase the possibility that a competitor will discover them or that our trade secrets will be misappropriated or disclosed.

Because we collaborate with various organizations and academic research institutions on the advancement of our gene therapy platform, we must, at times, share trade secrets with them. We seek to protect our proprietary technology in part by entering into confidentiality agreements and, if applicable, materials transfer agreements, collaborative research agreements, consulting agreements or other similar agreements with our collaborators, advisors and consultants prior to beginning research or disclosing proprietary information. These agreements typically limit the rights of the third parties to use or disclose our confidential information, such as trade secrets. Despite the contractual provisions employed when working with third parties, the need to share trade secrets and other confidential information increases the risk that such trade secrets become known by our competitors, are inadvertently incorporated into the technology of others, or are disclosed or used in violation of these agreements. Given that our proprietary position is based, in part, on our know-how and trade secrets, a competitor's discovery of our trade secrets or other unauthorized use or disclosure would impair our competitive position and may have a material adverse effect on our business.

In addition, these agreements typically restrict the ability of our collaborators, advisors and consultants to publish data potentially relating to our trade secrets. Our academic collaborators typically have rights to publish data, provided that we are notified in advance and may delay publication for a specified time in order to secure our intellectual property rights arising from the collaboration. In other cases, publication rights are controlled exclusively by us, although in some cases we may share these rights with other parties. We also conduct joint research and development programs that may require us to share trade secrets under the terms of our research and development partnerships or similar agreements.

Some courts inside and outside the United States are less willing or unwilling to protect trade secrets. If any of our trade secrets were to be lawfully obtained or independently developed by a competitor, we would have no right to prevent them, or those to whom they communicate it, from using that technology or information to compete with us.

Risks Related to Pricing and Reimbursement

We face uncertainty related to insurance coverage of and pricing and reimbursement for Glybera and any product candidates for which we may receive marketing approval.

We anticipate that the cost of treatment using Glybera or our other product candidates will be significant. We expect that most patients and their families will not be capable of paying for our products themselves. There will be no commercially viable market for Glybera or our other product candidates without reimbursement from third-party payors, such as government health administration authorities, private health insurers and other organizations. Even if there is a commercially viable market, if the level of third-party reimbursement is below our expectations, our revenues and gross margins will be adversely affected and our business will be harmed.

Government authorities and other third party payors, such as private health insurers and health maintenance organizations, decide which medications they will pay for and establish reimbursement levels. Reimbursement systems vary significantly by country and by region, and reimbursement approvals must be obtained on a country-by-country basis. Government authorities and third party payors have attempted to control costs by limiting coverage and the amount of reimbursement for particular medications and procedures. Increasingly, third party payors require drug companies to provide them with predetermined discounts from list prices, are exerting influence on decisions regarding the use of particular treatments and are limiting covered indications. If coverage and adequate reimbursement are not available or reimbursement is available only at limited levels, we may not be able to successfully commercialize Glybera or any product candidate for which we obtain marketing approval.

The pricing review period and pricing negotiations for new medicines take considerable time and have uncertain results. Pricing review and negotiation often begins only after the receipt of regulatory marketing approval, and some authorities require approval of the sale price of a product before it can be marketed. In some markets, particularly the countries of the European Union, prescription pharmaceutical pricing remains subject to continuing direct governmental control and to drug reimbursement programs even after initial approval is granted, and price reductions may be imposed. Prices of medical products may also be subject to varying price control mechanisms or limitations as part of national health systems if products may be considered not to be cost-effective or where the drug company's profits are deemed excessive. In addition, pricing and reimbursement decisions in certain countries can lead to mandatory price reductions or additional reimbursement restrictions in other countries. As a result of these restrictions, Glybera, as well as any product candidates for which we may obtain marketing approval in the future, may be subject to price regulations that delay or prohibit our or our partners' commercial launch of the product. In addition, we or our collaborators may elect to reduce the price of our products in order to increase the likelihood of obtaining reimbursement approvals. In the event that countries impose prices which are not sufficient to allow us or our collaborators to generate a profit, we or our collaborators may refuse to launch the product in such countries or withdraw the product from the market. If pricing is set at unsatisfactory levels, or if the price decreases, our business could be harmed, possibly materially. If we fail to obtain and sustain an adequate level of coverage and reimbursement for our products by third party payors, our ability to market and sell our products would be adversely affected and our business would be harmed.

Due to the generally limited addressable market for our target orphan indications and the potential for Glybera and our product candidates to offer therapeutic benefit in a single administration, we face uncertainty related to pricing and reimbursement for these product candidates.

The relatively small market size for orphan indications and the potential for long-term therapeutic benefit from a single administration present particular challenges to pricing review and negotiation for Glybera and our product candidates for which we may obtain marketing authorization. The patient populations for Glybera and our product candidates targeted at orphan disease are relatively small. If we are unable to obtain adequate levels of reimbursement relative to the small market size in our target orphan indications,

our ability to support our development and commercial infrastructure and to successfully market and sell Glybera and other product candidates for which we may obtain marketing approval will be adversely affected.

We also anticipate that Glybera and many or all of our gene therapy product candidates may provide long-term, and potentially curative benefit with a single administration. This is a different paradigm than that of other pharmaceutical therapies, which often require an extended course of treatment or frequent administration. As a result, governments and other payors may be reluctant to provide the significant level of reimbursement that we seek at the time of administration of our gene therapies or may seek to tie reimbursement to clinical evidence of continuing therapeutic benefit over time. Although we anticipate that Glybera will need to be administered only once, there may be situations in which we may need to readminister Glybera, which may further complicate the pricing and reimbursement for Glybera. In addition, in light of the anticipated cost of these therapies, governments and other payors may be particularly restrictive in making coverage decisions. These factors could limit our commercial success and harm our business.

Recently enacted and future legislation and related market pricing pressures may affect the coverage and pricing and reimbursement we may obtain for our products.

A primary trend in the U.S. healthcare industry and elsewhere is cost containment. In the United States and some foreign jurisdictions, there have been a number of legislative and regulatory changes and proposed changes regarding the healthcare system that could prevent or delay marketing approval of our product candidates, restrict or regulate post-approval activities and affect our ability to profitably sell any products for which we obtain marketing approval. We expect that existing, as well as other healthcare reform measures that may be adopted in the future, may result in more rigorous coverage criteria and in additional downward pressure on the price that we receive for any approved product. Any reduction in reimbursement from government programs may result in a similar reduction in payments from private payors. The implementation of cost containment measures or other healthcare reforms may prevent us from being able to generate revenues, attain profitability, or commercialize our products.

Risks Related to Other Legal Compliance Matters

Our relationships with customers and third-party payors will be subject to applicable anti-kickback, fraud and abuse and other healthcare laws and regulations, which could expose us to criminal sanctions, civil penalties, contractual damages, reputational harm and diminished profits and future earnings.

Healthcare providers, physicians and third-party payors will play a primary role in the recommendation and prescription of any products for which we obtain marketing approval. Our future arrangements with third-party payors and customers may expose us to broadly applicable fraud and abuse and other healthcare laws and regulations that may constrain the business or financial arrangements and relationships through which we market, sell and distribute any products for which we obtain marketing approval.

Within the European Union, the control of unlawful marketing activities is a matter of national law in each of the member states. We could face civil, criminal and administrative sanctions if any member state determines that we have breached our obligations under its national laws. Industry associations also closely monitor the activities of member companies. If these organizations or authorities name us as having breached our obligations under their regulations, rules or standards, our reputation would suffer and our business and financial condition could be adversely affected. Similarly, failure to comply with the European Union's requirements regarding the protection of personal information can also lead to significant penalties and sanctions.

If we market a product in the United States in the future, we will be subject to various federal and state laws and regulations including:

- the federal Anti-Kickback Statute, which prohibits, among other things, persons from knowingly and wilfully soliciting, offering, receiving or providing remuneration, directly or indirectly, in cash or in kind, to induce or reward, or in return for, either the referral of an individual for, or the purchase, order or recommendation of, any good or service, for which payment may be made under a federal healthcare program such as Medicare and Medicaid;

- the federal False Claims Act, which imposes criminal and civil penalties, including civil whistleblower or qui tam actions, against individuals or entities for knowingly presenting, or causing to be presented, to the federal government, claims for payment that are false or fraudulent or making a false statement to avoid, decrease or conceal an obligation to pay money to the federal government;

- the federal Health Insurance Portability and Accountability Act of 1996, or HIPAA, which imposes criminal and civil liability for executing a scheme to defraud any healthcare benefit program or making false statements relating to healthcare matters and also imposes obligations, including mandatory contractual terms, with respect to safeguarding the privacy, security and transmission of individually identifiable health information;

- federal law that requires applicable manufacturers of covered drugs to report payments and other transfers of value to physicians and teaching hospitals;

- the U.S. Foreign Corrupt Practices Act, which prohibits the offering to pay, paying or promising to pay or authorizing the payment of money or anything of value to a foreign official in order to influence any act or decision of the foreign official or secure any improper advantage in order to obtain or retain business; and

- certain state laws that require pharmaceutical companies to comply with the pharmaceutical industry's voluntary compliance guidelines and the relevant compliance guidance promulgated by the federal government and require drug manufacturers to report information related to payments and other transfers of value to physicians and other healthcare providers or marketing expenditures. State and foreign laws also govern the privacy and security of health information in some circumstances, many of which differ from each other in significant ways and often are not pre-empted by HIPAA, thus complicating compliance efforts.

We will also be subject to similar local laws in jurisdictions in which we may seek or obtain marketing authorization, or in which we may have operations or sales. Efforts to ensure that our business arrangements with third parties will comply with applicable laws and regulations will involve substantial costs. It is possible that governmental authorities will conclude that our business practices may not comply with current or future statutes, regulations or case law involving applicable fraud and abuse or other healthcare laws and regulations. If our operations, or the activities of our collaborators, distributors or other third-party agents are found to be in violation of any of these laws or any other governmental regulations that may apply to us, we may be subject to significant civil, criminal and administrative penalties, damages, fines, imprisonment, exclusion of products from government funded healthcare programs and the curtailment or restructuring of our operations. If any of the physicians or other healthcare providers or entities with whom we expect to do business is found to be not in compliance with applicable laws, they may be subject to criminal, civil or administrative sanctions, including exclusions from government funded healthcare programs.

If we fail to comply with environmental, health and safety laws and regulations, we could become subject to fines or penalties or incur costs that could harm our business.

We are subject to numerous environmental, health and safety laws and regulations, including those governing laboratory procedures and the handling, use, storage, treatment and disposal of hazardous materials and wastes. Our operations involve the use of hazardous and flammable materials, including chemicals and biological materials. Our operations also produce hazardous waste products. We cannot eliminate the risk of contamination or injury from these materials. In the event of contamination or injury resulting from our use of hazardous materials, we could be held liable for any resulting damages, and any liability could exceed our resources. We also could incur significant costs associated with civil or criminal fines and penalties for failure to comply with such laws and regulations.

Although we maintain employer's liability insurance to cover us for costs and expenses we may incur due to injuries to our employees resulting from the use of hazardous materials, this insurance may not provide adequate coverage against potential liabilities. We do not maintain insurance for environmental liability or toxic tort claims that may be asserted against us in connection with our storage or disposal of biological, hazardous or radioactive materials.

In addition, we may incur substantial costs in order to comply with current or future environmental, health and safety laws and regulations. These current or future laws and regulations may impair our research, development or production efforts. Our failure to comply with these laws and regulations also may result in substantial fines, penalties or other sanctions.

Product liability lawsuits against us could cause us to incur substantial liabilities and to limit commercialization of Glybera and any products that we may develop in the future.

We face an inherent risk of product liability related to the testing of our product candidates in human clinical trials and will face an even greater risk when we commercially sell Glybera and any other products that we may develop. If we cannot successfully defend ourselves against claims that our product candidates or products caused injuries, we will incur substantial liabilities. Regardless of merit or eventual outcome, liability claims may result in:

- decreased demand for any product candidates or products that we develop or sell;
- injury to our reputation and significant negative media attention;
- negative publicity or public opinion surrounding gene therapy;
- withdrawal of clinical trial participants;
- significant costs to defend the related litigation;
- substantial monetary awards to trial participants or patients;
- loss of revenue;
- reduced resources of our management to pursue our business strategy; and
- the inability to further develop or commercialize any products that we develop.

We currently hold €6,000,000 in clinical trial insurance coverage in the aggregate, with a per incident limit of €400,000 to €450,000, with respect to the clinical studies we conduct. Such coverage may not be adequate to cover all liabilities that we may incur. We may need to increase our insurance coverage as we expand our clinical trials and commercialize Glybera. In addition, insurance coverage is increasingly expensive. We may not be able to maintain insurance coverage at a reasonable cost or in an amount adequate to satisfy any liability that may arise.

Risks Related to Employee Matters and Managing Growth

Our future success depends on our ability to retain key executives and technical staff and to attract, retain and motivate qualified personnel.

We are highly dependent on the research and development, clinical and business development expertise of our Chief Executive Officer, Jörn Aldag, our Chief Medical Officer, Christian Meyer, M.D., and our Vice President, Research and Development, Harald Petry, as well as the other principal members of our management, scientific and clinical team. Although we have entered into employment agreements with our senior managment, each of them may terminate their employment on relatively short notice. We do not maintain "key person" insurance for any of our senior management or employees.

Substantially all share options outstanding under our 2012 plan will vest in full upon the closing of this offering, including those held by our senior management and key employees. Following this offering, therefore, our outstanding options will no longer have retention value, and we may not have appropriate adequate equity incentives in place to retain or motivate these key personnel.

The loss of the services of our senior management or other key employees could impede the achievement of our research, development and commercialization objectives and seriously harm our ability to successfully implement our business strategy. Furthermore, replacing senior management and key employees may be difficult and may take an extended period of time because of the limited number of individuals in our industry with the breadth and depth of skills and experience required to successfully develop, gain regulatory approval of and commercialize gene therapy products. Competition to hire from this limited pool is intense, and we may be unable to hire, train, retain or motivate these key personnel on acceptable terms.

In connection with our corporate restructuring in 2012, we lost many talented employees, including employees with an extensive understanding of our clinical programs as well as our regulatory and financial affairs. This reduction in headcount may adversely affect our ability in the future to attract and retain other qualified staff.

We also experience competition for the hiring of scientific and clinical personnel from universities and research institutions. In addition, we rely on consultants and advisors, including scientific and clinical advisors, to assist us in formulating our research and development and commercialization strategy. Our consultants and advisors may have commitments under employment, consulting or advisory contracts with other entities that may limit their availability to us. If we are unable to continue to attract and retain high quality personnel, our ability to pursue our growth strategy will be limited.

We plan to expand our key capabilities and, as a result, may encounter difficulties in managing our growth, which could disrupt our operations. If we are unable to establish such capabilities we may not be successful in commercializing Glybera or our other product candidates in the United States or other countries, even if we receive marketing approval.

If we receive marketing approval, we intend to build a sales, marketing and medical affairs infrastructure to market Glybera and potentially other product candidates in the United States and other countries. We currently have no experience building and training an internal sales force. We expect in the future to experience significant growth in the number of our employees and the scope of our operations, particularly in the areas of manufacturing, clinical development, regulatory affairs and sales, marketing and distribution. To manage our anticipated future growth, we will be required to implement and improve our managerial, operational and financial systems, expand our facilities and recruit and train additional qualified personnel. Recruiting and training a sales force is expensive and time-consuming and could delay any ultimate launch of Glybera or other product candidates for which we are able to obtain marketing approval in the United States and other markets. Due to our limited financial resources and the limited experience of our management team in running a company with this level of anticipated growth, we may not be able to effectively manage the expansion of our operations or recruit and train additional qualified personnel.

If the commercial launch of Glybera or any other product candidate for which we recruit a sales force and establish marketing capabilities is delayed or does not occur for any reason, we would have prematurely or unnecessarily incurred these commercialization expenses. This may be costly, and our investment would be lost if we cannot retain or reposition our sales and marketing personnel. Factors that may inhibit our efforts to commercialize Glybera or other product candidates on our own include:

- our inability to recruit, train and retain adequate numbers of effective sales, marketing and medical affairs personnel;
- the inability of sales, marketing and medical affairs personnel to obtain access to physicians or persuade adequate numbers of physicians to prescribe our gene therapies;
- the lack of complementary products to be offered by our sales personnel, which may put us at a competitive disadvantage relative to companies with more extensive product lines; and
- unforeseen costs and expenses associated with creating an independent sales and marketing organization.

If we do not successfully establish sales, marketing and medical affairs capabilities, either on our own or in collaboration with third parties, we will not be successful in commercializing Glybera or other product candidates in the United States.

Risks Related to this Offering and Ownership of our Ordinary Shares

There has been no public market for our ordinary shares prior to this offering, and you may not be able to resell our ordinary shares at or above the price you paid, or at all.

Prior to this initial public offering, there was no established public market for our ordinary shares. Our predecessor entity, Amsterdam Molecular Therapeutics, was previously listed on EuroNext Amsterdam. Since our acquisition of the business of AMT in 2012 as part of a corporate reorganization, there has been very limited liquidity for our ordinary shares through an electronic trading platform in the Netherlands. We have applied for listing of our ordinary shares on the NASDAQ Global Market. If an active trading market for our ordinary shares does not develop after this offering, the market price and liquidity of our ordinary shares will be materially and adversely affected.

The initial public offering price for our ordinary shares will be determined by negotiations between us and the underwriters and may bear no relationship to the market price for our ordinary shares after the initial public offering. We cannot assure you that an active trading market for our ordinary shares will develop or that the market price of our ordinary shares will not decline below the initial public offering price.

The price of our ordinary shares may be volatile and fluctuate substantially, which could result in substantial losses for purchasers of our ordinary shares in this offering.

Our share price is likely to be volatile. The stock market in general and the market for smaller biopharmaceutical companies in particular have experienced extreme volatility that has often been unrelated to the operating performance of particular companies. As a result of this volatility, you may not be able to sell your ordinary shares at or above the initial public offering price. The market price for our ordinary shares may be influenced by many factors, including:

- the success of competitive products or technologies;
- results of clinical trials of our product candidates or those of our competitors;
- public perception of gene therapy;
- regulatory delays and greater government regulation of potential products due to adverse events;
- regulatory or legal developments in the European Union, the United States and other countries;
- developments or disputes concerning patent applications, issued patents or other proprietary rights;
- the recruitment or departure of key personnel;

- the level of expenses related to any of our product candidates or clinical development programs;
- the results of our efforts to discover, develop, acquire or in-license additional product candidates or products;
- actual or anticipated changes in estimates as to financial results, development timelines or recommendations by securities analysts;
- variations in our financial results or those of companies that are perceived to be similar to us;
- changes in the structure of healthcare payment systems;
- market conditions in the pharmaceutical and biotechnology sectors; and
- general economic, industry and market conditions.

After this offering, our senior managers, directors and principal shareholders, if they choose to act together, will continue to have the ability to control all matters submitted to shareholders for approval.

Upon the closing of this offering, our senior managers, and directors, combined with our shareholders who owned more than 5% of our outstanding ordinary shares before this offering, will, in the aggregate, beneficially own approximately % of our share capital. As a result, if these shareholders were to choose to act together, they would be able to control all matters submitted to our shareholders for approval, as well as our management and affairs. For example, these persons, if they choose to act together, would control the election of supervisory board directors and approval of any merger, consolidation or sale of all or substantially all of our assets.

Provisions of our articles of association or Dutch corporate law might deter acquisition bids for us that might be considered favorable and prevent or frustrate any attempt to replace or remove the management board and supervisory board.

Certain provisions of our articles of association may make it more difficult for a third party to acquire control of us or effect a change in our management board or supervisory board. These provisions include:

- the authorization of a class of preference shares that may be issued to a friendly party;
- staggered three-year terms of our supervisory directors;
- a provision that our managing directors and supervisory directors may only be removed at a general meeting of shareholders by a two-thirds majority of votes cast representing more than half of the issued share capital of the company (unless the removal was proposed by the supervisory board); and
- a requirement that certain matters, including an amendment of our articles of association, may only be brought to our shareholders for a vote upon a proposal by our management board that has been approved by our supervisory board.

Our anti-takeover provision may prevent a beneficial change of control.

We have adopted an anti-takeover measure pursuant to which our management board may, subject to supervisory board approval but without shareholder approval, issue (or grant the right to acquire) preference shares. We may issue an amount of preference shares up to 100% of our issued capital as per the moment immediately prior to the issuance of such preference shares.

In such event, the preference shares (or right to acquire preference shares) will be issued to a separate, newly established foundation. The preference shares will be issued to the foundation for their nominal value, of which only 25% will be due upon issuance. The voting rights of our shares are based on nominal value and, if our shares trade substantially in excess of nominal value, preference shares issued at nominal value can obtain significant voting power for a substantially reduced price and thus be used as a defensive measure. These preference shares will have both a liquidation and dividend preference over our ordinary shares and will accrue cash dividends at a fixed rate.

Our management board may issue these preference shares to protect us from influences that do not serve our best interests and threaten to undermine our continuity, independence and identity. These influences may include a third-party acquiring a significant percentage of our ordinary shares, the announcement of a public offer for our ordinary shares, other concentration of control over our ordinary shares or any other form of pressure on us to alter our strategic policies.

If the management board determines to issue the preference shares to such a foundation, the purpose clause in this foundation's articles of association will provide that it will act to serve the best interests of us, our associated business and all parties connected to us, by opposing any influences that conflict with these interests and threaten to undermine our continuity, independence and identity. This foundation will be structured to operate independently of us and we will not have direct control over or be able to influence the actions of the foundation.

We do not expect to pay dividends in the foreseeable future.

We have not paid any dividends since our incorporation. Even if future operations lead to significant levels of distributable profits, we currently intend that earnings, if any, will be reinvested in our business and that dividends will not be paid until we have an established revenue stream to support continuing dividends. Payment of future dividends to shareholders will, in addition, be at the discretion of the management board, subject to the approval of the supervisory board after taking into account various factors including our business prospects, cash requirements, financial performance, debt covenant limitations and new product development. Our current loan agreement with Hercules restricts our ability to pay dividends. In addition, payment of future dividends may be made only if our shareholders' equity exceeds the sum of our paid-in and called-up share capital plus the reserves required to be maintained by Dutch law or by our articles of association. Accordingly, investors cannot rely on dividend income from our ordinary shares and any returns on an investment in our ordinary shares will likely depend entirely upon any future appreciation in the price of our ordinary shares.

We expect that only a relatively small percentage of our ordinary shares will be publicly traded following this offering, which may limit the liquidity of your investment and may have a material adverse effect on the price of our ordinary shares.

After this offering, % of our ordinary shares will be held by parties other than our directors, senior management, existing shareholders holding 5% or more of our ordinary shares, and their respective affiliates. As a result, we expect that only a relatively small number of our ordinary shares will be actively traded in the public market following this offering. Reduced liquidity may have a material adverse effect on the price of our ordinary shares.

You will not be able to trade our ordinary shares on any exchange outside the United States.

Our ordinary shares will be listed only in the United States on the NASDAQ Global Market and we have no plans to list our ordinary shares in any other jurisdiction. As a result, a holder of our ordinary shares outside the United States may not be able to effect transactions in our ordinary shares as readily as the holder may if our securities were listed on an exchange in that holder's home jurisdiction.

The sale of a substantial number of our ordinary shares following this offering may cause the market price of our ordinary shares to decline.

Sales of a substantial number of shares in the public market may occur at any time after the expiration of the lock-up agreements described in the "Underwriting" section of this prospectus. Our sale or the resale by our shareholders of shares, or a market expectation of such sales, after this offering may cause the market price of our ordinary shares to decline. After this offering, we will have outstanding ordinary shares. Of these, the ordinary shares sold in this offering will be freely transferable without restriction. The remaining ordinary shares, or % of our outstanding shares after this offering, are currently

restricted as a result of securities laws or lock-up agreements but will be able to be sold, subject to any applicable volume limitations under U.S. federal securities laws with respect to affiliate sales, in the future as set forth in "Shares Eligible for Future Sale" and "Underwriting" below.

We are an "emerging growth company," and the reduced disclosure requirements applicable to emerging growth companies may make our ordinary shares less attractive to investors.

We are an "emerging growth company," as defined in the Jumpstart Our Business Startups Act of 2012, or the JOBS Act, and may remain an emerging growth company for up to five years. For so long as we remain an emerging growth company, we are permitted and intend to rely on exemptions from certain disclosure requirements that are applicable to other public companies that are not emerging growth companies. These exemptions include:

- being permitted to provide only two years of audited financial statements, in addition to any required unaudited interim financial statements, with correspondingly reduced "Management's Discussion and Analysis of Financial Condition and Results of Operations" disclosure;
- not being required to comply with the auditor attestation requirements in the assessment of our internal control over financial reporting; and
- not being required to comply with any requirement that may be adopted by the Public Company Accounting Oversight Board regarding mandatory audit firm rotation or a supplement to the auditor's report providing additional information about the audit and the financial statements;

We have taken advantage of reduced reporting burdens in this prospectus. In particular, in this prospectus, we have provided only two years of audited financial statements. We cannot predict whether investors will find our ordinary shares less attractive if we rely on these exemptions. If some investors find our ordinary shares less attractive as a result, there may be a less active trading market for our ordinary shares and our share price may be more volatile.

We will be a foreign private issuer and, as a result, we will not be subject to U.S. proxy rules and will be subject to Exchange Act reporting obligations that, to some extent, are more lenient and less frequent than those of a U.S. domestic public company.

Upon consummation of this offering, we will report under the Securities Exchange Act of 1934, as amended, or the Exchange Act, as a non-U.S. company with foreign private issuer status. Because we qualify as a foreign private issuer under the Exchange Act and although we are subject to Dutch laws and regulations with regard to such matters and intend to furnish quarterly financial information to the SEC, we are exempt from certain provisions of the Exchange Act that are applicable to U.S. domestic public companies, including:

- the sections of the Exchange Act regulating the solicitation of proxies, consents or authorizations in respect of a security registered under the Exchange Act;
- the sections of the Exchange Act requiring insiders to file public reports of their stock ownership and trading activities and liability for insiders who profit from trades made in a short period of time; and
- the rules under the Exchange Act requiring the filing with the Securities and Exchange Commission of quarterly reports on Form 10-Q containing unaudited financial and other specified information, or current reports on Form 8-K, upon the occurrence of specified significant events.

In addition, foreign private issuers are not be required to file their annual report on Form 20-F until 120 days after the end of each fiscal year, while U.S. domestic issuers that are accelerated filers are required to file their annual report on Form 10-K within 75 days after the end of each fiscal year. Foreign private issuers are also exempt from the Regulation Fair Disclosure, aimed at preventing issuers from making selective disclosures of material information. As a result of the above, you may not have the same protections afforded to shareholders of companies that are not foreign private issuers.

We may lose our foreign private issuer status which would then require us to comply with the Exchange Act's domestic reporting regime and cause us to incur significant legal, accounting and other expenses.

We are a foreign private issuer and therefore we are not required to comply with all of the periodic disclosure and current reporting requirements of the Exchange Act applicable to U.S. domestic issuers. In order to maintain our current status as a foreign private issuer, either:

- a majority of our ordinary shares must be either directly or indirectly owned of record by non-residents of the United States; or
- a majority of our executive officers or directors may not be United States citizens or residents, more than 50 percent of our assets cannot be located in the United States and our business must be administered principally outside the United States.

If we lost this status, we would be required to comply with the Exchange Act reporting and other requirements applicable to U.S. domestic issuers, which are more detailed and extensive than the requirements for foreign private issuers.

We may also be required to make changes in our corporate governance practices in accordance with various SEC and NASDAQ rules. The regulatory and compliance costs to us under U.S. securities laws if we are required to comply with the reporting requirements applicable to a U.S. domestic issuer may be significantly higher than the cost we would incur as a foreign private issuer. As a result, we expect that a loss of foreign private issuer status would increase our legal and financial compliance costs and would make some activities highly time consuming and costly. We also expect that if we were required to comply with the rules and regulations applicable to U.S. domestic issuers, it would make it more difficult and expensive for us to obtain director and officer liability insurance, and we may be required to accept reduced coverage or incur substantially higher costs to obtain coverage. These rules and regulations could also make it more difficult for us to attract and retain qualified members of our supervisory board.

We have broad discretion in the use of the net proceeds from this offering and may not use them effectively.

Our management will have broad discretion in the application of the net proceeds from this offering and could spend the proceeds in ways that do not improve our results of operations or enhance the value of our ordinary shares. The failure by our management to apply these funds effectively could result in financial losses that could have a material adverse effect on our business, cause the price of our ordinary shares to decline and delay the development of our product candidates. Pending their use, we may invest the net proceeds from this offering in a manner that does not produce income or that loses value.

We will incur increased costs as a result of operating as a public company, and our management will be required to devote substantial time to new compliance initiatives and corporate governance practices.

As a public company, and particularly after we are no longer an emerging growth company, we will incur significant legal, accounting and other expenses that we did not incur as a private company. We currently estimate that we will incur incremental annual costs of approximately $1.2 million associated with operating as a public company, although it is possible that our actual incremental annual costs will be higher than we currently estimate. The Sarbanes-Oxley Act of 2002, the Dodd-Frank Wall Street Reform and Consumer Protection Act, the listing requirements of The NASDAQ Global Market and other applicable securities rules and regulations impose various requirements on public companies, including establishment and maintenance of effective disclosure and financial controls and corporate governance practices. Our management and other personnel will need to devote a substantial amount of time to these compliance initiatives. Moreover, these rules and regulations will increase our legal and financial compliance costs and will make some activities more time-consuming and costly. For example, we expect that these rules and regulations may make it more difficult and more expensive for us to obtain director and officer liability

insurance, which in turn could make it more difficult for us to attract and retain qualified members of our supervisory board.

These rules and regulations are often subject to varying interpretations, in many cases due to their lack of specificity, and, as a result, their application in practice may evolve over time as new guidance is provided by regulatory and governing bodies. This could result in continuing uncertainty regarding compliance matters and higher costs necessitated by ongoing revisions to disclosure and governance practices and control environment process improvements.

If we fail to implement and maintain an effective system of internal controls, we may be unable to accurately report our results of operations or prevent fraud or fail to meet our reporting obligations, and investor confidence and the market price of our ordinary shares may be materially and adversely affected.

Prior to this offering, we were a private company with limited accounting personnel and other resources with which to address our internal controls and procedures. Our independent registered public accounting firm has not conducted an audit of our internal control over financial reporting. However, in connection with the audit of our consolidated financial statements as of and for year ended December 31, 2012 and the review of our consolidated financial statements as of and for the nine months ended September 30, 2013, we and our independent registered public accounting firm identified three material weaknesses in our internal control over financial reporting. A significant deficiency is a control deficiency, or a combination of control deficiencies, that adversely affects our ability to initiate, authorize, record, process, or report external financial data reliably in accordance with IFRS such that there is more than a remote likelihood that a misstatement of our annual or interim financial statements that is more than inconsequential will not be prevented or detected by our employees. A material weakness is a significant deficiency, or combination of significant deficiencies, that results in more than a remote likelihood that a material misstatement of our annual or interim financial statement will not be presented or detected by our employees. In response, we have begun the process of evaluating our internal control over financial reporting, although we may not complete our review until after this offering is completed. We have also taken several remedial actions to address these material weaknesses. For details, see "Management's Discussion and Analysis of Financial Condition and Results of Operations—Internal Control Over Financial Reporting."

Furthermore, it is possible that, had our independent registered public accounting firm conducted an audit of our internal control over financial reporting, such firm might have identified additional material weaknesses and deficiencies. Upon the completion of this offering, we will become a public company in the United States subject to the Sarbanes-Oxley Act of 2002. Section 404 of the Sarbanes-Oxley Act of 2002, or Section 404, will require that we include a report of management on our internal control over financial reporting in our annual report on Form 20-F beginning with our annual report for the fiscal year ending December 31, 2015. In addition, once we cease to be an "emerging growth company" as such term is defined in the JOBS Act, our independent registered public accounting firm must attest to and report on the effectiveness of our internal control over financial reporting. Our management may conclude that our internal control over financial reporting is not effective. Moreover, even if our management concludes that our internal control over financial reporting is effective, our independent registered public accounting firm, after conducting its own independent testing, may issue a report that is qualified if it is not satisfied with our internal controls or the level at which our controls are documented, designed, operated or reviewed, or if it interprets the relevant requirements differently from us. In addition, after we become a public company, our reporting obligations may place a significant strain on our management, operational and financial resources and systems for the foreseeable future. We may be unable to timely complete our evaluation testing and any required remediation.

During the course of documenting and testing our internal control procedures, in order to satisfy the requirements of Section 404, we may identify other weaknesses and deficiencies in our internal control over financial reporting. In addition, if we fail to maintain the adequacy of our internal control over financial reporting, as these standards are modified, supplemented or amended from time to time, we may not be

able to conclude on an ongoing basis that we have effective internal control over financial reporting in accordance with Section 404. If we fail to achieve and maintain an effective internal control environment, we could suffer material misstatements in our financial statements and fail to meet our reporting obligations, which would likely cause investors to lose confidence in our reported financial information. This could in turn limit our access to capital markets, harm our results of operations, and lead to a decline in the trading price of our common shares. Additionally, ineffective internal control over financial reporting could expose us to increased risk of fraud or misuse of corporate assets and subject us to potential delisting from the stock exchange on which we list, regulatory investigations and civil or criminal sanctions. We may also be required to restate our financial statements for prior periods.

You will experience immediate and substantial dilution in the net tangible book value of ordinary shares purchased.

The initial public offering price per ordinary share will be substantially higher than the net tangible book value per ordinary share prior to the offering. Consequently, when you purchase ordinary shares in the offering at the assumed initial public offering price, you will incur immediate dilution of $ per ordinary share. See "Dilution."

We intend to rely on NASDAQ Stock Market rules that permit us to comply with applicable Dutch corporate governance practices, rather than the corresponding domestic U.S. corporate governance practices, and therefore your rights as a shareholder will differ from the rights you would have as a shareholder of a domestic U.S. issuer.

As a foreign private issuer whose ordinary shares are listed on the NASDAQ Global Market, we are permitted in certain cases to follow Dutch corporate governance practices instead of the corresponding requirements of the NASDAQ Marketplace Rules. A foreign private issuer that elects to follow a home country practice instead of NASDAQ requirements must submit to NASDAQ in advance a written statement from an independent counsel in such issuer's home country certifying that the issuer's practices are not prohibited by the home country's laws. In addition, a foreign private issuer must disclose in its annual reports filed with the Securities and Exchange Commission each such requirement that it does not follow and describe the home country practice followed instead of any such requirement. We intend to follow Dutch corporate governance practices with regard to the quorum requirements applicable to meetings of shareholders and the provision of proxy statements for general meetings of shareholders, rather than the corresponding domestic U.S. corporate governance practices. In accordance with Dutch law and generally accepted business practices, our articles of association do not provide quorum requirements generally applicable to general meetings of shareholders. Although we do intend to provide shareholders with an agenda and other relevant documents for the general meeting of shareholders, Dutch law does not have a regulatory regime for the solicitation of proxies and the solicitation of proxies is not a generally accepted business practice in the Netherlands. Accordingly, our shareholders may not be afforded the same protection as provided under NASDAQ's corporate governance rules.

We do not comply with all the provisions of the Dutch Corporate Governance Code. This may affect your rights as a shareholder.

As a Dutch company we are subject to the Dutch Corporate Governance Code, or DCGC. The DCGC contains both principles and best practice provisions for management boards, supervisory boards, shareholders and general meetings of shareholders, financial reporting, auditors, disclosure, compliance and enforcement standards. The DCGC applies to all Dutch companies listed on a government-recognized stock exchange, whether in the Netherlands or elsewhere, including the NASDAQ Global Market. The principles and best practice provisions apply to our management board and supervisory board, in relation to their role and composition, conflicts of interest and independence requirements, board committees and remuneration, shareholders and the general meeting of shareholders, for example, regarding anti-takeover protection and obligations of the company to provide information to its shareholders; and financial reporting, including

external auditor and internal audit requirements. We do not comply with all the provisions of the DCGC. This may affect your rights as a shareholder and you may not have the same level of protection as a shareholder in a Dutch company that fully complies with the DCGC.

Risks for U.S. Holders

We cannot assure you that we will not be classified as a passive foreign investment company for any taxable year, which may result in adverse U.S. federal income tax consequence to U.S. holders.

Based on our estimated gross income and average value of our gross assets, taking into account the assumed initial public offering price of our shares in this offering and the expected price of our shares following the offering, and the nature of our business, we do not expect to be considered a "passive foreign investment company," or PFIC, for U.S. federal income tax for the 2013 tax year or in the foreseeable future. A corporation organized outside the United States generally will be classified as a PFIC for U.S. federal income tax purposes in any taxable year in which at least 75% of its gross income is passive income or on average at least 50% of the gross value of its assets is attributable to assets that produce passive income or are held for the production of passive income. Passive income for this purpose generally includes dividends, interest, royalties, rents and gains from commodities and securities transactions. Our status in any taxable year will depend on our assets and activities in each year, and because this is a factual determination made annually after the end of each taxable year, there can be no assurance that we will not be considered a PFIC for the current taxable year or any future taxable year. The market value of our assets may be determined in large part by reference to the market price of our ordinary shares, which is likely to fluctuate after the offering, and may fluctuate considerably given that market prices of technology companies have been especially volatile. If we were to be treated as a PFIC for any taxable year during which a U.S. holder held our ordinary shares, however, certain adverse U.S. federal income tax consequences could apply to the U.S. holder. See "Taxation—Taxation in the United States—U.S. federal income tax consequences to U.S. holders—Passive foreign investment company considerations."

Any U.S. or other foreign judgments you may obtain against us may be difficult to enforce against us in the Netherlands.

We are incorporated under the laws of the Netherlands. We currently have only limited operations in the United States. Most of our assets are currently located in the Netherlands.

The majority of our managing directors, supervisory directors and senior management reside outside the United States. As a result, it may not be possible for investors to effect service of process within the United States upon such persons or to enforce against them or us in U.S. courts, including judgments predicated upon the civil liability provisions of the federal securities laws of the United States. In addition, it is not clear whether a Dutch court would impose civil liability on us or any of our managing directors or supervisory directors in an original action based solely upon the federal securities laws of the United States brought in a court of competent jurisdiction in the Netherlands.

The United States and the Netherlands currently do not have a treaty providing for the reciprocal recognition and enforcement of judgments, other than arbitration awards, in civil and commercial matters. Consequently, a final judgment for payment given by a court in the United States, whether or not predicated solely upon U.S. securities laws, would not automatically be recognized or enforceable in the Netherlands. In order to obtain a judgment which is enforceable in the Netherlands, the party in whose favor a final and conclusive judgment of the U.S. court has been rendered will be required to file its claim with a court of competent jurisdiction in the Netherlands. Such party may submit to the Dutch court the final judgment rendered by the U.S. court. If and to the extent that the Dutch court finds that the jurisdiction of the U.S. court has been based on grounds which are internationally acceptable and that proper legal procedures have been observed, the Dutch court will, in principle, give binding effect to the judgment of the U.S. court, unless such judgment contravenes principles of public policy of the Netherlands. Dutch courts may deny

the recognition and enforcement of punitive damages or other awards. Moreover, a Dutch court may reduce the amount of damages granted by a U.S. court and recognize damages only to the extent that they are necessary to compensate actual losses or damages. Enforcement and recognition of judgments of U.S. courts in the Netherlands are solely governed by the provisions of the Dutch Civil Procedure Code.

Based on the lack of a treaty as described above, U.S. investors may not be able to enforce against us or our management board or supervisory board members, representatives or certain experts named herein who are residents of the Netherlands or countries other than the United States any judgments obtained in U.S. courts in civil and commercial matters, including judgments under the U.S. federal securities laws.

The rights and responsibilities of our shareholders are governed by Dutch law and differ in some important respects from the rights and responsibilities of shareholders under U.S. law.

Our corporate affairs are governed by our articles of association and by the laws governing companies incorporated in the Netherlands. The rights of our shareholders and the responsibilities of members of our supervisory board under Dutch law are different than under the laws of some U.S. jurisdictions. In the performance of its duties, our supervisory board is required by Dutch law to consider the interests of uniQure, its shareholders, its employees and other stakeholders and not only those of our shareholders. Also, as a Dutch company, we are not required to solicit proxies or prepare proxy statements for general meetings of shareholders. Dutch law does not have a regulatory regime for U.S.- style proxy solicitations and, even though Dutch law accommodates voting by proxy, the solicitation of proxies is not a widely used business practice in the Netherlands.

In addition, the rights of holders of shares and many of the rights of shareholders as they relate to, for example, the exercise of shareholder rights, are governed by Dutch law and our articles of association and differ from the rights of shareholders under U.S. law. For example, Dutch law does not grant appraisal rights to a company's shareholders who wish to challenge the consideration to be paid upon a merger or consolidation of the company. See "Description of Share Capital—Differences in Corporate Law."

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS AND INDUSTRY DATA

This prospectus contains forward-looking statements that involve substantial risks and uncertainties. All statements contained in this prospectus, other than statements of historical fact, including statements regarding our strategy, future operations, future financial position, future revenues, projected costs, prospects, plans and objectives of management, are forward-looking statements. The words "anticipate," "believe," "estimate," "expect," "intend," "may," "plan," "predict," "project," "target," "potential," "will," "would," "could," "should," "continue," and similar expressions are intended to identify forward-looking statements, although not all forward-looking statements contain these identifying words. The forward-looking statements in this prospectus include, among other things, statements about:

- the timing of commencement and receipt of data in our planned clinical trials;
- the timing of the ongoing and planned clinical trials conducted by our collaborators and other third parties;
- our ongoing and planned discovery and development of product candidates;
- our expectations regarding the timing or likelihood of regulatory filings and approvals for our product candidates;
- our ability to expand our sales, marketing and medical affairs infrastructure;
- our ability to successfully commercialize Glybera and our product candidates;
- the potential advantages of Glybera and our product candidates;
- our estimates regarding the market opportunities for our product candidates;
- the rate and degree of market acceptance and clinical benefit of Glybera and our product candidates;
- our expectations regarding milestone, royalty and expense reimbursement payments under our licensing arrangements;
- our estimates of the net amount will we retain from sales of Glybera;
- the timing and cost of the build-out of our manufacturing facility in Lexington, Massachusetts;
- our ability to establish and maintain collaborations;
- our ability to develop, acquire or in-license additional product candidates and other key intellectual property;
- our future intellectual property position; and
- our estimates regarding expenses, future revenues, capital requirements and needs for additional financing.

We may not actually achieve the plans, intentions or expectations disclosed in our forward-looking statements, and you should not place undue reliance on our forward-looking statements. Actual results or events could differ materially from the plans, intentions and expectations disclosed in the forward-looking statements we make. We have included important factors in the cautionary statements included in this prospectus, particularly in the "Risk Factors" section, that we believe could cause actual results or events to differ materially from the forward-looking statements that we make. Our forward-looking statements do not reflect the potential impact of any future acquisitions, mergers, dispositions, joint ventures or investments we may make.

You should read this prospectus and the documents that we have filed as exhibits to the registration statement of which this prospectus is a part completely and with the understanding that our actual future results may be materially different from what we expect. We do not assume any obligation to update any forward-looking statements.

This prospectus includes statistical and other industry and market data that we obtained from industry publications and research, surveys and studies conducted by third parties. Industry publications and third party research, surveys and studies generally indicate that their information has been obtained from sources believed to be reliable, although they do not guarantee the accuracy or completeness of such information. Although we believe these industry publications and third party research, surveys and studies are reliable, we have not independently verified such data.

USE OF PROCEEDS

We estimate that we will receive net proceeds from this offering of $ million (€ million), based upon an assumed initial public offering price of $ per ordinary share (the midpoint of the estimated price range set forth on the cover page of this prospectus), after deducting underwriting discounts and any offering expenses payable by us. If the underwriters exercise their options to purchase additional shares, we estimate that the net proceeds of the offering will be $ million (€ million).

A $1.00 increase (decrease) in the assumed initial public offering price of $ per ordinary share would increase (decrease) the net proceeds to us from this offering by approximately $ million, assuming the number of ordinary shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting underwriting discounts and commissions and estimated offering expenses payable by us. Similarly, each increase (decrease) of one million ordinary shares in the number of ordinary shares offered by us would increase (decrease) the net proceeds to us from this offering by approximately $ million, assuming the assumed initial public offering price remains the same and after deducting underwriting discounts and commissions and estimated offering expenses payable by us.

As of September 30, 2013, we had cash and cash equivalents of $31.4 million. We currently estimate that we will use the net proceeds from this offering, together with our cash on hand, as follows:

- approximately $15.0 million to complete the building out and equipping of our manufacturing facility in Lexington, Massachusetts;
- approximately $ million to support our further clinical development of Glybera, and our application for marketing approval of Glybera and preparation for potential commercial launch in the United States;
- approximately $ million to fund our planned Phase I/II clinical trial of AMT-060 in hemophilia B;
- approximately $ million to advance the development of our other product candidates; and
- the remainder for working capital and for general corporate purposes, including service on our indebtedness and potentially for acquisitions or investments in other businesses, technologies or product candidates.

This expected use of net proceeds from this offering represents our intentions based upon our current plans and business conditions, which could change in the future as our plans and business conditions evolve. The amounts and timing of our actual expenditures may vary significantly depending on numerous factors, including the progress of our development, the status of and results from clinical trials, as well as any collaborations that we may enter into with third parties for our product candidates, and any unforeseen cash needs. As a result, our management retains broad discretion over the allocation of the net proceeds from this offering. We have no current agreements, commitments or understandings for any material acquisitions or licenses of any products, businesses or technologies.

Pending our use of the net proceeds from this offering, we intend to invest the net proceeds in a variety of capital preservation investments, including term deposits, short-term, investment-grade, interest-bearing instruments and U.S. government securities.

DIVIDEND POLICY

We have never declared or paid any dividends on our ordinary shares, and we currently do not plan to declare dividends on our ordinary shares in the foreseeable future. Under Dutch law, we may only pay dividends if our shareholders' equity exceeds the sum of the paid-up and called-up share capital plus the reserves required to be maintained by Dutch law or by our articles of association. In addition, our loan agreement with Hercules contains, and any other loan facilities that we may enter into may contain, restrictions on our ability, or that of our subsidiaries, to pay dividends. Subject to such restrictions, a proposal for the payment of cash dividends in the future, if any, will be at the discretion of our management board, subject to the approval of our supervisory board, and will depend upon such factors as earnings levels, capital requirements, contractual restrictions, our overall financial condition and any other factors deemed relevant by our management board.

CAPITALIZATION

The following table sets forth our cash and cash equivalents and capitalization as of September 30, 2013:

- on an actual basis; and
- on an as adjusted basis to give effect to the sale of ordinary shares by us in this offering, assuming an initial public offering price of $ per ordinary share, the midpoint of the price range set forth on the cover page of this prospectus, and after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us and the application of such net proceeds as described under "Use of Proceeds."

This table should be read with our consolidated financial statements and the related notes and "Management's Discussion and Analysis of Financial Condition and Results of Operations."

	AS OF SEPTEMBER 30, 2013	
(in thousands, except share and per share data)	**ACTUAL**	**AS ADJUSTED[1]**
Cash and cash equivalents	€ 31,427	€
Total debt	8,456	
Shareholders' equity:		
Share capital		
Ordinary shares	609	
Share premium	142,444	
Other reserves	5,924	
Accumulated deficit	(137,656)	
Total shareholders' equity	11,321	
Total capitalization	€ 19,777	€

(1) Each $1.00 increase or decrease in the assumed initial public offering price of $ per ordinary share would increase or decrease, respectively, the amount of cash and cash equivalents, working capital, total assets and total shareholders' equity by $ million, assuming the number of ordinary shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting the underwriting discounts and commissions and estimated offering expenses payable by us. We may also increase or decrease the number of ordinary shares we are offering. An increase or decrease of 1,000,000 in the number of ordinary shares we are offering would increase or decrease, respectively, the amount of cash, cash equivalents and short-term investments, working capital, total assets and stockholders' equity by approximately $ million, assuming the assumed initial public offering price per ordinary share, as set forth on the cover page of this prospectus, remains the same. The as adjusted information is illustrative only, and we will adjust this information based on the actual initial public offering price and other terms of this offering determined at pricing.

The table above excludes:

- 8,451,110 ordinary shares issuable upon the exercise of options outstanding as of September 30, 2013 at a weighted average exercise price of €0.78 per share. See "Management—Compensation—Share Options";
- up to ordinary shares reserved for future issuance under our equity incentive plans following this offering; and
- 854,036 ordinary shares issuable upon the exercise of warrants outstanding as of September 30, 2013 at an exercise price of €2.02 per ordinary share.

DILUTION

If you invest in our ordinary shares, your interest will be diluted to the extent of the difference between the initial public offering price per share and the net tangible book value per share after this offering. Our net tangible book value as of September 30, 2013, was € million ($ million), or € ($) per share. Net tangible book value per share represents the amount of our total tangible assets less our total liabilities, divided by the number of shares outstanding as of September 30, 2013.

After giving effect to the sale by us of ordinary shares in this offering at an assumed initial public offering price of $ per ordinary share (€ per share) (the midpoint of the estimated price range on the cover of this prospectus), and after deducting underwriting discounts and commissions and estimated offering expenses payable by us, our as adjusted net tangible book value as of September 30, 2013, would have been € million ($ million), or € per share ($ per share). This amount represents an immediate increase in net tangible book value of € per share ($ per share) to our existing shareholders and an immediate dilution in net tangible book value of € per share ($ per share), or % per share, to new investors purchasing ordinary shares in this offering at the assumed initial public offering price. We determine dilution by subtracting the pro forma net tangible book value per share after this offering from the amount of cash that a new investor paid for an ordinary share. The following table illustrates this dilution on a per share basis:

Assumed initial public offering price per share	$	€
Net tangible book value per share as of September 30, 2013		
Increase per share attributable to new investors in this offering		
As adjusted net tangible book value per share as of September 30, 2013 after giving effect to this offering		
Dilution per share to new investors		

A $1.00 increase (decrease) in the assumed initial public offering price of $ per ordinary share would increase (decrease) the pro forma net tangible book value, as adjusted to give effect to this offering, by $ per ordinary share and increase (decrease) the dilution to new investors by $ per ordinary share, assuming the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same, and after deducting underwriting discounts and commissions and estimated expenses payable by us. If the underwriters exercise their option to purchase additional ordinary shares from us in full, the pro forma net tangible book value per share of our shares, as adjusted to give effect to this offering, would be $ per share, and the dilution in pro forma net tangible book value per share to investors in this offering would be $ per ordinary share.

The table below summarizes as of September 30, 2013, the number of our ordinary shares, the total consideration and the average price per share (a) paid to us by existing shareholders and (b) to be paid by new investors purchasing our ordinary shares in this offering at an assumed initial public offering price of

$ per share, the midpoint of the estimated price range set forth on the cover page of this prospectus, before deducting underwriting discounts and commissions and estimated offering expenses.

	SHARES PURCHASED		TOTAL CONSIDERATION		AVERAGE PRICE PER SHARE
	NUMBER	PERCENT	AMOUNT	PERCENT	
Existing shareholders		%	$ €	%	$ €
New investors					
Total		100.0%		100.0%	

The total number of shares reflected in the discussion and tables above is based on 60,948,978 ordinary shares outstanding as of September 30, 2013.

The table above excludes:

- 8,451,110 shares issuable upon the exercise of options outstanding as of as of September 30, 2013 at a weighted average exercise price of €0.78 per share. See "Management—Compensation—Share Options";
- up to shares reserved for future issuance under our equity incentive plans following this offering; and
- 854,036 ordinary shares issuable upon the exercise of warrants outstanding as of September 30, 2013 at an exercise price of €2.02 per share.

If the underwriters exercise their option to purchase additional shares in full, the number of ordinary shares beneficially owned by existing shareholders would decrease to approximately , or approximately % of the total number of ordinary shares outstanding after this offering, and the number of shares held by new investors will be increased to shares, or approximately % of the total number of ordinary shares outstanding after this offering.

To the extent options are exercised and awards are granted under these plans, there may be dilution to our shareholders. We may also choose to raise additional capital due to market conditions or strategic considerations even if we believe we have sufficient funds for our current or future operating plans. To the extent that we raise additional capital through the sale of equity or convertible debt securities, the issuance of these securities could result in further dilution to our shareholders.

SELECTED CONSOLIDATED FINANCIAL DATA

The following selected consolidated financial data as of and for the years ended December 31, 2011 and 2012 have been derived from our consolidated financial statements included elsewhere in this prospectus.

The following selected consolidated financial data as of and for the nine months ended September 30, 2012 and 2013 have been derived from our unaudited consolidated financial statements included elsewhere in this prospectus. The unaudited financial statements have been prepared on the same basis as the audited financial statements and, in the opinion of management, reflect all adjustments, which include only normal recurring adjustments, necessary to state fairly our financial position as of September 30, 2013 and the results of operations for the nine months ended September 30, 2012 and 2013.

Our historical results for any prior period are not necessarily indicative of results to be expected in any future period, and our interim period results are not necessarily indicative of results to be expected for a full year or any other interim period. The information set forth below should be read in conjunction with the "Management's Discussion and Analysis of Financial Condition and Results of Operations" section of this prospectus and with our consolidated financial statements and notes thereto included elsewhere in this prospectus.

Consolidated Statements of Comprehensive Income Data:

€ in thousands (except share and per share data)	YEAR ENDED DECEMBER 31,		NINE MONTHS ENDED SEPTEMBER 30,	
	2011	2012	2012	2013
Revenues:				
License revenues	—	—	—	€ 220
Collaboration revenues	—	—	—	1,831
Total revenues	—	—	—	2,051
Cost of goods sold	—	—	—	(800)
Gross profit	—	—	—	1,251
Other income	€ 2,192	€ 649	€ 315	686
Research and development expenses	(15,500)	(10,231)	(5,690)	(9,856)
Selling, general and administrative expenses	(3,807)	(4,564)	(4,438)	(7,612)
Other losses, net	(26)	(45)	(82)	(269)
Operating result	**(17,141)**	**(14,191)**	**(9,985)**	**(15,800)**
Finance income	277	22	16	48
Finance expense	(436)	(547)	(545)	(4,676)
Net loss	**(17,300)**	**(14,716)**	**(10,424)**	**(20,428)**
Basic and diluted loss per share	**(0.73)**	**(0.34)**	**(0.25)**	**(0.39)**
Weighted average shares outstanding used in computing per share amounts:				
Basic and diluted	23,549	43,187	42,156	52,972

The following table sets forth selected balance sheet data as of the dates indicated:

Consolidated Balance Sheet Data:

(€ in thousands)	AS OF DECEMBER 31, 2010	2011	2012	AS OF SEPTEMBER 30, 2013
Cash and cash equivalents	€ 17,859	€ 1,100	€ 263	€ 31,427
Total assets	22,703	5,804	5,567	43,671
Total debt	4,621	4,544	1,498	8,456
Accumulated deficit	(88,205)	(105,505)	(117,234)	(137,656)
Total shareholders' equity (deficit)	13,659	(2,593)	(448)	11,321

EXCHANGE RATE INFORMATION

Our business to date has been conducted primarily in the European Union, and we prepare our consolidated financial statements in euros. In this prospectus, translations from euros to U.S. dollars were made at the rate of €0.741 to $1.00, the official exchange rate quoted as of September 30, 2013 by the European Central Bank. Such U.S. dollar amounts are not necessarily indicative of the amounts of U.S. dollars that could actually have been purchased upon exchange of euros at the dates indicated. On December 18, 2013, the exchange rate was €0.727 to $1.00. The following table presents information on the exchange rates between the euro and the U.S. dollar for the periods indicated:

(€ per U.S. dollar)	PERIOD END	AVERAGE	LOW	HIGH
Year Ended December 31:				
2008	0.719	0.680	0.625	0.803
2009	0.694	0.717	0.661	0.796
2010	0.748	0.754	0.687	0.837
2011	0.773	0.718	0.672	0.776
2012	0.758	0.778	0.743	0.827
2013 (through December 18)	0.727	0.754	0.724	0.783
Month Ended:				
June 2013	0.764	0.758	0.745	0.767
July 2013	0.753	0.765	0.752	0.780
August 2013	0.755	0.751	0.746	0.757
September 2013	0.740	0.749	0.738	0.762
October 2013	0.733	0.733	0.724	0.741
November 2013	0.735	0.741	0.735	0.748
December 2013 (through December 18)	0.727	0.730	0.726	0.739

This prospectus also contains amounts that we have paid or may be required to pay in Canadian dollars. On December 13, 2013, the exchange rate quoted by the Federal Reserve Bank of New York was C$1.059 to $1.00.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

You should read the following discussion and analysis of our financial condition and results of operations together with the information under "Selected Financial Information" and our consolidated audited and unaudited interim financial statements, including the notes thereto, included elsewhere in this prospectus. The following discussion is based on our financial statements prepared in accordance with International Financial Reporting Standards, or IFRS, as issued by the International Accounting Standards Board, or IASB, which might differ in material respects from generally accepted accounting principles in other jurisdictions. The following discussion includes forward-looking statements that involve risks, uncertainties and assumptions. Our actual results may differ materially from those anticipated in these forward-looking statements as a result of many factors, including but not limited to those described under "Risk Factors".

Overview

We are a leader in the field of gene therapy and have developed the first and currently the only gene therapy product to receive regulatory approval in the European Union. Our first product, Glybera, was approved by the European Commission in October 2012 under exceptional circumstances for the treatment of a subset of patients with lipoprotein lipase deficiency, or LPLD, a potentially life-threatening, orphan metabolic disease. We expect to launch Glybera commercially in selected European countries in the first half of 2014 through our collaboration with Chiesi, which we entered into in April 2013. We retain full commercial rights to Glybera in the United States. In August and December 2013, we met with the FDA to discuss the regulatory pathway for Glybera in the United States and we plan to file an IND with the FDA for Glybera in the first half of 2014. We are developing a pipeline of additional AAV-based gene therapies through multiple collaborations designed to accelerate the development and commercialization of these programs. We develop our gene therapies using our innovative, modular technology platform, including our proprietary, cost-effective manufacturing process.

Our business was founded in 1998 by scientists who were investigating LPLD at the Academic Medical Center of the University of Amsterdam, or the AMC. In our early years we received funding and subsidized rent from the AMC, government grants, income for cGMP contract manufacturing of biologics for third parties, and small amounts of equity financing. Since our first institutional venture capital financing in 2006, we have funded our operations primarily through private and public placements of equity securities, and and other convertible debt securities, in the aggregate amount of €137.5 million ($179.9 million). During this period, we have also received total other income, consisting principally of government grants and subsidies, of €5.9 million, and total nonrefundable collaboration funding of €17.0 million. Our predecessor entity, Amsterdam Molecular Therapeutics (AMT) N.V., or AMT, completed an initial public offering of its ordinary shares on Euronext Amsterdam in 2007. We acquired the business of AMT in the first half of 2012, as described below.

The total amounts described above include the following funds received in 2013:

- €12.0 million in convertible loan financing, which we received in the first quarter of 2013, and which was converted into equity in July 2013;
- $10.0 million (€7.5 million) in venture debt financing, which we received in the second quarter of 2013;
- €17.0 million in upfront payments from Chiesi under our collaboration agreements for Glybera and hemophilia B, which we received in July 2013; and
- €14.0 million in equity funding from Chiesi, which we received in July 2013.

As of September 30, 2013, we had cash and cash equivalents of €31.4 million. To date, we have not generated any revenues from royalties or product sales. We do not expect to generate royalty or revenues from product sales prior to the commercial launch of Glybera by Chiesi.

We had a net loss of €20.4 million in the first nine months of 2013, €14.7 million in 2012 and €17.3 million in 2011. As of September 30, 2013, we had an accumulated deficit of €138 million. We anticipate that our expenses will increase substantially in the future as we:

- complete our EMA-mandated post-approval clinical trial of Glybera and implement an LPLD patient registry;
- conduct a confirmatory clinical trial of Glybera, either as part of the EMA-mandated post-approval clinical trial or separately, to obtain data needed to file a BLA for Glybera with the FDA;
- seek marketing approval for Glybera in the United States and other countries;
- initiate a Phase I/II clinical trial of AMT-060 for hemophilia B in collaboration with Chiesi;
- advance the preclinical and clinical development of our other product candidates, most of which are at relatively early stages of development, and seek to discover and develop additional product candidates;
- seek marketing approval for any product candidates that successfully complete clinical trials;
- establish a sales, marketing and medical affairs infrastructure in the United States;
- complete the building out and equipping of our manufacturing facility in Lexington, Massachusetts to expand our manufacturing capabilities for Glybera and our pipeline of product candidates;
- fund the ongoing operations of our Lexington facility;
- maintain, expand and protect our intellectual property portfolio, including in-licensing additional intellectual property rights from third parties;
- hire additional personnel, particularly in our manufacturing, research, clinical development, medical affairs, commercial and quality control groups;
- add operational, financial and management information systems and related finance and compliance personnel; and
- operate as a public company.

Accounting for our Corporate Reorganization and Strategic Restructuring

At the end of 2011, following the initial rejection of the application for marketing approval for Glybera in the European Union, AMT initiated a strategic restructuring in order to reduce its cost base, conserve resources and improve its financial position. As part of this effort, AMT significantly reduced personnel, programs and expenditures. As a result, we lost a number of employees, including employees with an extensive understanding of our clinical programs as well as our regulatory and financial affairs. AMT implemented a strategic restructuring in the fourth quarter of 2011, as a result of which total staff was reduced from 92 to 49. AMT incurred significant restructuring expenses in connection with this reduction in staff, which were recorded in full during the fourth quarter of 2011. Since that time, we have hired a number of new staff. As of September 30, 2013, we had a total of 79 employees and engaged 33 consultants and contract workers.

In the first half of 2012, we completed a corporate reorganization pursuant to which uniQure acquired the entire business of the AMT group. Pursuant to IFRS, this reorganization was treated as a reverse acquisition of AMT and accordingly, for accounting purposes, AMT was treated as the acquirer. As a result, the historical financial statements of AMT are treated as the financial statements of uniQure. See Note 1 to the audited consolidated financial statements included elsewhere in this prospectus for further details.

At the time AMT originally prepared its audited financial statements for 2011, the business of AMT was in liquidation and therefore the related financial statements were prepared on a liquidation basis rather than a going concern basis. As of December 31, 2011, it was regarded as probable that the business and assets of AMT would be disposed of, and therefore AMT's assets and liabilities were recorded as assets and liabilities held for sale and its operating results were recorded as discontinued operations. Following the corporate reorganization described above, we restated the financial information of AMT as of and for the year ended

December 31, 2011 on a going concern basis. See Note 5 to the 2012 audited consolidated financial statements included elsewhere in this prospectus for further details.

Collaboration and License Agreements

Chiesi Agreements

In April 2013 we entered into two collaboration agreements with Chiesi. In July 2013, we received an aggregate of €17.0 million in upfront payments from Chiesi under these agreements, as well as a €14.0 million investment in our ordinary shares.

Glybera agreement

Under the Glybera agreement, we granted Chiesi the exclusive right to commercialize Glybera for LPLD in the European Union and other specified countries, excluding the United States. In July 2013 we received a €2.0 million upfront payment in recognition of our past expenditures incurred in developing the product. In addition, we are eligible to earn up to €42.0 million in commercial milestone payments based on annual sales of Glybera.

We will receive payments for the quantities of Glybera we manufacture and supply to Chiesi, payable in part upon order and in part upon delivery of such product quantities. We will bear the cost of goods sold for the Glybera we deliver, including the royalties and related payments to third parties we must make under the license agreements covering various aspects of the technology underlying the composition and manufacture of Glybera. See "Business—Strategic Collaboration". We estimate that the amount we will retain, net of cost of goods sold, including such third party royalties and related amounts, will be between 20% and 30% of the revenues from sales of Glybera by Chiesi, varying by country of sale. We believe that the amount that we will retain from net sales of Glybera in the European Union will initially be at the lower end of this range and will increase toward the higher end of that range beginning in 2015, upon the expiration of an in-licensed patent on which we pay royalties. In addition, we are required to pay 20% of the gross amount we receive from Chiesi in respect of Glybera product sales to the Dutch government, in repayment of a technical development loan in the outstanding amount of €5.4 million as of September 30, 2013, until the earlier of repayment in full of such amount and 2017, as described below. See "Business—Glybera Commercialization Plan" and "—Intellectual Property—Licenses."

Hemophilia B agreement

Under the Hemophilia B agreement, we granted to Chiesi an exclusive license, for the European Union and specified countries other than the United States, to co-develop and exclusively commercialize AMT-060, a gene therapy product for the treatment of hemophilia B. We received a €15.0 million upfront payment under this agreement. Of this amount, €5.0 million related to the future development of our hemophilia B product candidate and €10.0 million related to the use of our manufacturing capacity for our hemophilia B product candidate. In addition, we will share equally with Chiesi specified development expenses attributable to the hemophilia B program according to a defined development plan and budget, including expenses associated with preclinical and clinical studies as well as development and regulatory milestone payments associated with existing in-license agreements. We will receive payments from Chiesi for commercial quantities of our hemophilia B product candidate we manufacture and supply to them, if we receive regulatory approval for such product candidate. We estimate that the amount we would retain, net of cost of goods sold, including third party royalties and related amounts, will be between 25% and 35% of the revenues from sales of such product by Chiesi, varying by country of sale. We and Chiesi have agreed to negotiate a separate supply and distribution agreement in respect of the potential commercialization of our hemophilia B product candidate prior to dosing the first patient in any pivotal study. We are not entitled to any milestone payments under this agreement. See "Business—Strategic Collaboration—Chiesi Farmaceutici."

License Agreements

We have obtained exclusive or non-exclusive rights from third parties under a range of patents and other technology that we are exploiting in Glybera and our development programs. Our agreements with these third parties generally grant us a license to make, use, sell, offer to sell and import products covered by the licensed patent rights in exchange for our payment of some combination of an upfront amount, annual fees, royalties, a portion of amounts we receive from our sub-licensees and payments upon the achievement of specified development, regulatory or commercial milestones. Our potential aggregate financial obligations under these agreements are material. Some of the agreements may also specify the extent of the efforts we must use to develop and commercialize licensed products. See "Business—Intellectual Property—Licenses."

Financial Operations Overview

Revenues

To date, we have not generated any revenues from royalties or product sales. We do not expect to generate royalty or product revenues prior to the commercial launch of Glybera by Chiesi. When and if Chiesi generates commercial sales of Glybera, we will record the gross amounts we receive from Chiesi as product revenues. We will record the related expenses, including third party royalties and related payments, as cost of goods sold.

During the nine months ended September 30, 2013, we recognized collaboration revenues of €1.8 million in respect of development activities that were reimbursable by Chiesi under our co-development agreement for hemophilia B. We expect to continue to recognize such collaboration revenues going forward, in accordance with our contractual agreements.

During the nine months ended September 30, 2013, we also recognized license revenues of €0.2 million. This amount reflects the amortization during the period of the non-refundable upfront payments we received from Chiesi under our collaboration agreements. The balance of €16.8 million of these license revenues will be recognized on a straight-line basis through the remaining period of the intellectual property protection of our manufacturing technologies, which is currently to be until September 2032.

The timing of our operating cash flows may vary from the recognition of the related amounts, as we defer the recognition of some upfront payments, including the upfront payments under our Chiesi agreements, and recognize these as revenue when earned or over a defined period, while we treat other revenue, such as milestone payments or service fees, as earned when received. We expect our revenues to vary from quarter to quarter and year to year, depending upon, among other things, the commercial success of Glybera, our success in obtaining marketing approval for Glybera in the United States and additional countries, the structure and timing of milestone events, the number of milestones achieved, the level of revenues earned for ongoing development efforts, any new collaboration arrangements we may enter into and the terms we are able to negotiate with our collaborators. We currently intend to sell Glybera in the United States, if approved, ourselves, in which case we would recognize revenues in the full amount of the sales price. In addition, because LPLD is an orphan disease and we expect that the number of patients that will be treated with Glybera is relatively small, and because we currently expect that we will receive a one-time payment for a single patient treatment, we anticipate that revenues from Glybera may vary significantly from period to period. Further, because we currently anticipate that LPLD patients will require only a single administration with Glybera, we do not expect to earn recurring revenue from treated patients. We therefore believe that period to period comparisons should not be relied upon as indicative of our future revenues.

Other Income

Our other income consists principally of government grants, subsidies and investment credits that support our research efforts in defined research and development projects, which we refer to as grants. These grants generally provide for reimbursement of our approved expenses incurred as defined in various grants. We recognize grants when expenses are incurred in accordance with the terms and conditions of the grant and the collectability of the receivable is reasonably assured. Because we have limited or no control over the timing of receipt of grants, the amount of other income varies from period to period and is not indicative of underlying trends in our operations.

We have received grants from the Dutch government and from the European Union. We have also participated in collaborations and consortia in which our collaborators and fellow consortium members have received grants from governmental authorities, which have enabled us to access preclinical and clinical data while minimizing the expenses we incur.

We have received a research and development subsidy from the Dutch government in the form of reimbursement of payroll taxes related to relevant employees. The amount we receive is tied directly to the number of employees and number of hours devoted to specified research and development programs, and therefore varies directly with the size of our workforce and direction of our research and development programs. We have no obligation to repay these amounts.

Some of the grants we have received are repayable under specified circumstances. In particular, we would be required to repay some grants if we successfully commercialize a supported program within a specified timeframe. None of the grants we have received to date relate to programs that we currently anticipate commercializing, other than the technical development loan in respect of Glybera, described under "Costs of Goods Sold" below. Accordingly, we do not currently expect that we will be required to repay any of these grants.

Other income also includes amounts we receive as payment or reimbursement for expenses of manufacturing and development of AMT-110 under our collaboration agreement with Institut Pasteur.

Costs of Goods Sold

Costs of goods sold include the purchase price of raw materials, directly attributable labor costs and directly related charges by third party service providers, and the royalties and other related payments to third parties we must make under the license agreements covering various aspects of the technology underlying the composition and manufacture of Glybera.

We also include in costs of goods sold amounts that we are required to repay to the Dutch government in respect of a technical development loan that we received in the period from 2000 to 2005 to support the early development of Glybera. As of September 30, 2013, the total amount of principal and interest outstanding was €5.4 million. Under the terms of this contingent commitment, we are required to make repayments based on the timing and amount of revenues we receive from product sales of Glybera. In connection with our receipt of upfront payments from Chiesi for the commercialization of Glybera, we repaid €0.8 million of this loan in September 2013, which we recorded as costs of goods sold although no product sales occurred. No further payments will be made until the Company starts the sale of Glybera. We expect to pay to the Dutch government 20% of any gross amounts we receive from Chiesi in connection with sales of Glybera, as and when received, until the earlier of such time as the loan is repaid in full on December 31, 2017. Amounts that remain outstanding as of December 31, 2017, if any, would be forgiven. We have not recorded any liability for these amounts. To the extent we generate further revenues from the sale of Glybera, we will recognize a liability and a corresponding charge to cost of goods sold in future periods.

Should we obtain marketing approval in the United States for Glybera, we expect that our costs of goods sold for sales of Glybera in the United States would be significantly lower than our costs of goods sold for sales of Glybera in the European Union due principally to the existence of lower royalty obligations on United States sales.

Research and Development Expenses

Research and development expenses consist principally of expenses associated with employees, manufacturing facilities, clinical development, collaboration with third parties, license fees, laboratory consumables and depreciation.

During the period from 2006, when we received our first significant venture capital equity investment, to September 30, 2013, we incurred an aggregate of €101.1 million in research and development expenses. We expect that our total research and development expenses in 2013 will be in the range of €12.0 million to €14.0 million. In addition, we began to capitalize our development expenses related to Glybera from March 21, 2013. We capitalized €2.1 million of such expenses in the first nine months of 2013, which we expect to begin amortizing once sales of Glybera commence, over the period through September 2032. We allocate our direct research and development expenses to our various programs on the basis of actual external expenses incurred in respect of each program and our allocation of time spent by our research and development team on each program. We do not allocate our overhead expenses to specific development programs. Our research and development expenses mainly relate to the following key programs:

- *Glybera.* We are undertaking preparations for the EMA-mandated post-approval clinical trial and patient registry. In addition, we are undertaking preparations for the submission of an IND with the FDA in the first half of 2014. We bear all of the costs of this program outside of the territories covered by the Chiesi agreement. Certain costs, including the patient registry for territories covered by the Chiesi agreement, will be shared equally with Chiesi.

- *Hemophilia B.* We plan to initiate a Phase I/II clinical trial of AMT-060 for the treatment of hemophilia B in the second half of 2014 in collaboration with Chiesi. Under our co-development agreement, we and Chiesi will each bear half of the development costs of this program.

- *Acute intermittent porphyria (AIP).* We have incurred costs related to the development and manufacture of clinical supplies of AMT-021 for the treatment of AIP provided to our collaboration partner, Digna Biotech, for its ongoing Phase I clinical trial in this indication.

- *CNS programs.* We have incurred costs related to the development and manufacture of clinical supplies of AMT-110 for the treatment of Sanfilippo B provided to our collaboration partner, Institut Pasteur, for its ongoing Phase I/II clinical trial. We also incur expenses related to the research and preclinical activities related to our other CNS programs.

- *Technology platform development and other research.* We incur significant research and development costs related to our gene delivery and manufacturing technology platform that are applicable across all of our programs, as well as our other research programs, including intellectual property expenses, depreciation expenses and facility costs. These costs are not allocated to specific projects.

The table below sets forth our direct research and development expenses by program for the years ended December 31, 2011 and 2012 and the nine month periods ended September 30, 2012 and 2013:

(€ in thousands, except percentages)	YEAR ENDED DECEMBER 31,			NINE MONTHS ENDED SEPTEMBER 30,		
	2011	2012	CHANGE %	2012	2013	CHANGE %
Glybera program*	4,381	1,055	(76)	651	1,665	156
Hemophilia B program	671	1,131	69	674	1,510	124
AIP program	1,383	1,055	(24)	896	219	(76)
CNS programs	363	922	154	564	804	43
Technology platform development and research programs	8,702	6,068	(30)	2,905	5,658	95
Total	**15,500**	**10,231**	**(34)**	**5,690**	**9,856**	**73**

* Excludes capitalized development expenses.

Our research and development expenses may vary substantially from period to period based on the timing of our research and development activities, including regulatory approvals and enrollment of patients in clinical trials. We expect that our research and development expenses will increase significantly as we increase our staff, conduct further clinical development of Glybera, advance the research and development of our other product candidates and commence manufacturing at our manufacturing facility in Lexington, Massachusetts. The successful development of our product candidates is highly uncertain. At this time, we cannot reasonably estimate the nature, timing or estimated costs of, or any cash inflows resulting from, the development of any of our product candidates. This is due to numerous risks and uncertainties associated with developing gene therapies, including the uncertainty of:

- the scope, rate of progress and expense of our research and development activities;
- clinical trial and early-stage results;
- the terms and timing of regulatory approvals;
- the expense of filing, prosecuting, defending and enforcing patent claims and other intellectual property rights; and
- our and our collaborators' ability to market, commercialize and achieve market acceptance for Glybera or any other product candidate that we may develop in the future.

A change in the outcome of any of these variables with respect to the development of Glybera or any other product candidate that we may develop could mean a significant change in the expenses and timing associated with the development of Glybera or such product candidate. For example, if the FDA or other regulatory authority were to require us to conduct preclinical and clinical studies for Glybera or any other product candidate beyond those which we currently anticipate will be required for the completion of clinical development, or if we experience significant delays in enrollment in any clinical trials, we could be required to expend significant additional financial resources and time on the completion of the clinical development. See "Risk Factors—Risks Related to the Development of Our Product Candidates" and "—Risks Related to the Regulatory Approval of Our Product Candidates".

We have incurred significant expenses in the development of Glybera. Under applicable accounting principles, we capitalize development expenses upon receipt of marketing approval for a product candidate, provided that we have the technical, scientific and financial resources to complete the development and commercialization of the program. We received marketing approval from the European Commission for Glybera for a subset of LPLD patients in October 2012. Because we did not have sufficient financial resources at that time to complete the development of Glybera, including the post-approval activities required by the EMA prior to commercial launch, we did not capitalize the development expenses related to

Glybera during the year ended December 31, 2012. Following our receipt of an additional €10.0 million in convertible debt financing in the first quarter of 2013, we determined that we had sufficient financial resources to complete these post-approval activities, and accordingly began to capitalize the related development expenses in the first quarter of 2013.

Over the period through 2016, we anticipate that we will incur external expenses related to the further development of Glybera, including implementation of the patient registry, initiation and conduct of the post-approval clinical trial and potential additional development work to obtain FDA approval, of approximately €7.0 million; in addition, we will incur significant related employee expenses. See "Risk Factors—Risks Related to the Development of Our Product Candidates" and "—Risks Related to the Regulatory Approval of Our Product Candidates."

Selling, General and Administrative Expenses

Our selling, general and administrative expenses have consisted to date principally of employee, office, consultancy and other administrative expenses. We expect that our selling, general and administrative expenses will increase significantly in the future as our business expands and we add personnel, particularly in our medical affairs, commercial, quality control, finance and compliance groups, and as we commence manufacturing operations in our facility in Lexington, Massachusetts. We also expect to incur additional expenses associated with operating as a public company, including expenses for additional personnel, additional legal, accounting and audit fees, directors' and officers' liability insurance premiums and expenses related to investor relations. In future periods, we will include in selling, general and administrative expenses our sales expenses related to the commercialization of Glybera in the European Union, including our market access and medical affairs efforts, as well as the costs related to the sales and marketing efforts we intend to undertake in the United States in advance of potential marketing approval for Glybera from the FDA.

Other Losses—Net

Other losses—net consists of foreign exchanges losses that do not relate to borrowings. We are exposed to foreign exchange risk arising from various currency exposures, primarily with respect to the U.S. dollar and, to a lesser extent, the British pound, as we acquire certain materials and pay for certain licenses and other services in these two currencies. We have not established any formal practice to manage the foreign exchange risk against our functional currency.

Finance Income

Our finance income consists of interest income earned on our cash and cash equivalents and gains on our derivative instruments, described below. We deposit our cash and cash equivalents primarily in savings and deposit accounts with original maturities of three months or less. Savings and deposit accounts have historically generated only minimal interest income.

We have entered into various financing arrangements with our investors, including convertible notes issued in 2009, 2012 and 2013, all of which were converted into ordinary shares in July 2013. See "Related Party Transactions" for further detail. Each of the convertible notes consists of a debt element and an embedded financial derivative element. Derivatives are initially recognized at fair value on the date a derivative contract is entered into and are subsequently measured at fair value through profit and loss. The resulting gain is recognized in the consolidated income statement and accounted for as finance income.

Finance Expense

Finance expense consists primarily of interest due on our convertible notes, losses on the fair value measurements of our derivative instruments, and, to a lesser extent, the interest component of finance leases.

Results of Operations

Overview

Our results of operations in the periods under review were significantly affected by the corporate reorganization and strategic restructuring, and related contraction of our research and development and other activities, that we initiated at the end of 2011 in order to conserve resources and improve our financial position following the initial rejection of the application for marketing approval for Glybera in the European Union. Following the approval of Glybera in the European Union in October 2012 and additional investment received in the first quarter of 2012, we began to significantly expand our operations.

Comparison of the nine months ended September 30, 2012 and 2013

	NINE MONTHS ENDED SEPTEMBER 30,		
(€ in thousands)	**2012**	**2013**	**CHANGE**
Revenues:			
License revenues	€ —	€ 220	—%
Collaboration revenues	—	1,831	—
Total revenues	**—**	**2,051**	**—**
Cost of goods sold	—	(800)	—
Gross profit	—	**1,251**	—
Other income	315	686	118
Expenses:			
Research and development expenses	(5,690)	(9,856)	73
Selling, general and administrative expenses	(4,438)	(7,612)	72
Other gains/losses—net	(82)	(269)	228
Operating result	**(9,895)**	**(15,800)**	**60**
Finance income	16	48	200
Finance expense	(545)	(4,676)	758
Net loss	(10,424)	(20,428)	96

Revenues

License revenues of €0.2 million in the nine months ended September 30, 2013, related to the amortization of the up front payment received from Chiesi in July 2013.

Collaboration revenues of €1.8 million in the nine months ended September 30, 2013 consisted mainly of reimbursements of covered expenses by Chiesi under our co-development agreement for hemophilia B, together with revenue from Institut Pasteur relating to our collaboration with them on Sanfilippo B. We had no revenues in the nine months ended September 30, 2012.

Cost of Goods Sold

Cost of goods sold of €0.8 million in the nine months ended September 30, 2013 consisted of the recognition of a repayment obligation to the Dutch government with respect to a portion of a technical development loan. This repayment obligation was triggered by our entitlement to receive during the second quarter 2013 a €2.0 million upfront payment from Chiesi in relation to our Glybera program. We had no cost of goods sold in the first nine months of 2012.

Other Income

Other income for the nine months ended September 30, 2013 was €0.69 million, a 118% increase from the €0.31 million recognized for the nine months ended September 30, 2012. This increase principally reflected an increase of €0.15 million in the amount of reimbursement of payroll taxes received from the Dutch government as a result of higher headcount in 2013, reflecting the lower staff numbers in the prior period following our strategic restructuring at the end of 2011. The remainder of the increase reflected the receipt of €0.23 million of grants to support research projects.

Research and Development Expenses

Research and development expenses for the nine months ended September 30, 2013 were €9.9 million, a 73% increase from the €5.7 million incurred for the nine months ended September 30, 2012. This increase reflected the expansion of our research and development activities to support the planned commercial launch of Glybera as well as the further development of Glybera and our pipeline product candidates. Following our receipt of additional convertible loan and debt funding in the first nine months of 2013, we increased the level of research and development expenditures compared with the relatively low level of expenditure during 2012 attributable to our strategic restructuring at the end of 2011.

Glybera-related raw materials that cannot be used for commercial purposes are expensed; Glybera-related materials, including raw materials, work-in-progress and finished goods, that are expected to be used for commercial purposes are recorded as inventory on the balance sheet and are not accounted for within research and development expenses.

Selling, General and Administrative Expenses

Selling, general and administrative expenses for the nine months ended September 30, 2013 were €7.6 million, a 72% increase from the €4.4 million incurred for the nine months ended September 30, 2012. This increase resulted principally from our increased headcount in 2013 as we continued to ramp up our operations following our strategic restructuring at the end of 2011 and increased commercial, legal and other advisory fees.

Other losses—Net

Other losses—net for the nine months ended September 30, 2013 were a loss of €0.27 million, a 228% increase from the loss of €0.08 million for the nine months ended September 30, 2012, and related to foreign exchange impacts. This increase reflects changes in the exchange rate between the euro and the U.S. dollar.

Finance Income

Finance income for the nine months ended September 30, 2013 was €0.05 million, a 200% increase from the €0.01 million for the nine months ended September 30, 2012. This reflects our low average cash balances and low interest rates in both periods.

Finance Expense

Finance expense for the nine months ended September 30, 2013 was €4.7 million, compared with €0.55 million for the nine months ended September 30, 2012. This increase primarily related to the revaluation of the embedded derivatives related to the convertible loans and the venture debt, which totaled €3.7 million during the nine months ended September 30, 2013.

Comparison of the years ended December 31, 2011 and 2012

(€ in thousands)	YEAR ENDED DECEMBER 31, 2011	2012	CHANGE %
Revenues:	€ —	€ —	—
License revenues	—	—	—
Collaboration revenues	—	—	—
Total revenues	—	—	—
Cost of goods sold	—	—	—
Gross loss	—	—	—
Other Income	2,192	649	(70)
Research and development expenses	(15,500)	(10,231)	(34)
Selling, general and administrative expenses	(3,807)	(4,564)	20
Other losses, net	(26)	(45)	73
Finance income	277	22	(92)
Finance expense	(436)	(547)	25
Net loss	€ (17,300)	€ (14,716)	(15)

Other Income

Other income for the year ended December 31, 2012 was €0.6 million, a 70% decrease from the €2.2 million recognized for the year ended December 31, 2011. The higher amounts in 2011 reflected a grant in the amount of €1.0 million accounted for in that period from the European Union through our collaborator in connection with our AIP program, as well as €0.8 million from our collaborator Institut Pasteur related to the supply by us of material for use in the Sanfilippo B program. The reduction in the amount of Other Income in 2012 reflects the variable nature of payments receivable under these arrangements.

Research and Development Expenses

Research and development expenses for 2012 were €10.2 million, a 34% decrease from the €15.5 million incurred for the year ended December 31, 2011. The decrease reflected the strategic restructuring and related reduction in our workforce we undertook at the end of 2011. Following the reduction in staff, we also reduced our overall level of activity. Furthermore, during the first half of 2012, we focused on our early-stage programs, which generally require less investment than more advanced programs.

Selling, General and Administrative Expenses

Selling, general and administrative expenses for 2012 were €4.6 million, a 20% increase from the €3.8 million incurred for the year ended December 31, 2011. This increase reflected principally increased legal and other advisory costs incurred in 2012 in connection with our corporate reorganization, described above, and to a lesser extent expanded business development activities in 2012.

Other Losses—Net

Other losses—net were not material in either 2012 or 2011.

Finance Income

Finance income was nominal in 2012, compared with €0.3 million in 2011, reflecting the low average cash balances during 2012 during a period when interest rates available on cash deposits were low.

Finance Expense

Finance expense remained relatively stable at €0.5 million in 2012 compared with €0.4 million in 2011, principally representing interest due on convertible loans in 2011, and the charge on the movement in the value of the derivative element of the convertible loan, which was converted on our restructuring in April 2012.

Liquidity and Capital Resources

In our early years we received funding and subsidized rent from the AMC, government grants, income for cGMP contract manufacturing of biologics for third parties, and small amounts of equity financing. Since our first institutional venture capital financing in 2006, we have funded our operations primarily through private and public placements of equity securities, and convertible and other debt securities, in the aggregate amount of €137.5 million ($179.9 million). During this period, we have also received total other income, consisting principally of government grants and subsidies, of €5.9 million ($7.7 million), and total nonrefundable collaboration funding of €17.0 million, and $10.0 million (€7.5 million) in venture debt financing.

We had a net loss of €20.4 million in the first nine months of 2013, €14.7 million in full year 2012 and €17.3 million in full year 2011. As of September 30, 2013, we had an accumulated deficit of €138 million.

Cash flows

Our cash and cash equivalents as of September 30, 2013 were €31.4 million. The table below summarizes our consolidated cash flow data for the years ended December 31, 2011 and 2012 and each of the unaudited nine-month periods ended September 30, 2012 and 2013:

	YEAR ENDED DECEMBER 31,		NINE MONTHS ENDED SEPTEMBER 30,	
(€ in thousands)	**2011**	**2012**	**2012**	**2013**
Net cash (used in)/generated by operating activities	(16,705)	(11,277)	(8,579)	1,674
Net cash used in investing activities	(162)	(832)	(427)	(4,179)
Net cash generated from financing activities	108	11,272	9,433	33,663

Net Cash (Used in)/Generated by Operating Activities

Net cash generated by operating activities was €1.7 million in the nine months ended September 30, 2013, a 120% decrease from net cash used in operating activities of €8.6 million in the nine months ended September 30, 2012. The change reflected the receipt of the upfront payment under our collaboration agreements with Chiesi.

Net cash used in operating activities was €11.3 million in 2012, a 33% decrease from €16.7 million in 2011. In 2012 the Result before corporate income tax was €14.7 million, a decrease of €2.6 million in the net loss compared to 2011. A number of adjustments are then made to these losses to derive the net cash used in operating activities. In 2012 the net impact of these adjustments, which included adjustments for share based compensation of €1.8 million (2011: €0.9 million) and changes in trade and other payables of €0.2 million (2011: decrease of €1.0 million), resulted in an overall reduction in the actual cash flows used in operations.

Net Cash Used in Investing Activities

Net cash used in investing activities was €4.2 million in the nine months ended September 30, 2013, compared with net cash used in investing activities of €0.43 million in the nine months ended September 30, 2012. The increase reflected the capitalization of €2.1 million of Glybera development expenses beginning in March 2013.

Net cash used in investing activities was €0.8 million in 2012, an increase of 414% from €0.2 million in 2011. This increase was due to purchases of intangible assets and, to a lesser extent, purchases of property, plant and equipment.

Net Cash Generated from Financing Activities

Net cash generated from financing activities was €33.7 million in the nine months ended September 30, 2013, compared with net cash generated from financing activities of €9.4 million in the nine months ended September 30, 2012. The increase reflected the receipt of €12.0 million in funding from the issuances of convertible notes (all of which were fully converted in the period), $10.0 million in funding from a venture loan and the receipt of the €14.0 equity investment from Chiesi during the nine months ended September 30, 2013.

Net cash generated from financing activities was €11.3 million in 2012, compared with €108,000 in 2011. The increase reflected our private placements of convertible notes and equity securities in 2012 in connection with and following our corporate reorganization.

Cash and Funding Sources

The table below summarizes our sources of financing for the years ended December 31, 2011 and 2012 and the nine months ended September 30, 2013.

(€ in thousands)	EQUITY CAPITAL[1]	CONVERTIBLE NOTES	OTHER DEBT	TOTAL
Nine months ended September 30, 2013	14,278	11,999	7,492	33,769
Year ended December 31, 2012	9,774	1,498	—	11,272
Year ended December 31, 2011	108	—	—	108
Total	**24,160**	**13,497**	**7,492**	**45,149**

(1) Excludes shares issued upon conversion of convertible notes.

Our sources of financing in the nine months ended September 30, 2013 were:

- the issuance and sale of 453,738 our class B ordinary shares to our employees for gross proceeds of €0.3 million;
- the issuance and sale of €12.0 million of our convertible notes;
- a venture loan in the principal amount of $10.0 million from Hercules Technology Growth Capital, or Hercules, pursuant to a loan agreement dated June 14, 2013, or the Hercules Agreement; and
- the acquisition of 6,681,378 ordinary shares by Chiesi for €14.0 million.

As of September 30, 2013, we had debt of €7.3 million, which consisted solely of amounts outstanding under the Hercules Agreement.

Funding Requirements

We believe that the net proceeds of this offering, together with our existing cash and cash equivalents, will enable us to fund our operating expenses, including our debt repayment obligations as they become due, and capital expenditure requirements, including the build-out of our Lexington, Massachusetts facility, for at least the next months. See "Use of Proceeds." We have based this estimate on assumptions that may prove to be incorrect, and we could use our capital resources earlier than we currently expect. Our future capital requirements will depend on many factors, including:

- the commercial success of Glybera, including the timing and amount of revenues generated, as well as our cost of goods sold;
- our collaboration agreements remaining in effect and our ability to obtain research and development funding and achieve milestones under these agreements;
- the progress and results of our current and planned clinical trials, including for Glybera and those of our collaborators;
- the scope, progress, results and costs of preclinical development, laboratory testing and clinical trials for our additional product candidates;
- the number and development requirements of other product candidates that we pursue;
- the cost, timing and outcome of regulatory review of our product candidates, particularly for approval of Glybera in the United States;
- the cost and timing of future commercialization activities by us or our collaborators, including product manufacturing, marketing, sales and distribution, for Glybera and any of our product candidates for which we receive marketing approval in the future;
- the amount and timing of revenue, if any, we receive from commercial sales of any product candidates for which we receive marketing approval in the future;
- the costs and timing of preparing, filing and prosecuting patent applications, maintaining and enforcing our intellectual property rights and defending any intellectual property-related claims;
- the extent to which we acquire or in-license other products or technologies; and
- the cost and progress of the build-out of our Lexington, Massachusetts manufacturing facility.

We have no committed sources of additional financing, other than our collaboration agreements with Chiesi. Until such time, if ever, as we can generate substantial product revenues from sales of Glybera by Chiesi or otherwise, we expect to finance our cash needs through a combination of equity offerings, debt financings, collaborations, strategic alliances and marketing, distribution and licensing arrangements. To the extent that we raise additional capital through the sale of equity or convertible debt securities, your ownership interest will be diluted, and the terms of these securities may include liquidation or other preferences that adversely affect your rights as an ordinary shareholder. We are subject to covenants under our existing Loan and Security Agreement with Hercules, and may become subject to covenants under any future indebtedness, that could limit our ability to take specific actions, such as incurring additional debt, making capital expenditures or declaring dividends, which could adversely impact our ability to conduct our business. In addition, our pledge of assets as collateral to secure our obligations under our venture loan from Hercules may limit our ability to obtain debt financing. If we raise additional funds through collaborations, strategic alliances or marketing, distribution or licensing arrangements with third parties, we may have to relinquish valuable rights to our technologies, future revenue streams or product candidates or grant licenses on terms that may not be favorable to us. If we are unable to raise additional funds through equity or debt financings when needed, we may be required to delay, limit, reduce or terminate our product development or future commercialization efforts or grant rights to develop and market product candidates that we would otherwise prefer to develop and market ourselves.

For more information as to the risks associated with our future funding needs, see "Risk Factors—Risks Related to Our Financial Position and Need for Additional Capital".

Capital Expenditures

The following table sets forth our capital expenditures for the years ended December 31, 2011 and 2012, and for the nine months ended September 30, 2013 and 2012.

(€ in thousands)	YEAR ENDED DECEMBER 31, 2011	YEAR ENDED DECEMBER 31, 2012	NINE MONTHS ENDED SEPTEMBER 30, 2012	NINE MONTHS ENDED SEPTEMBER 30, 2013
Investments in property, plant and equipment	200	392	149	566
Investments in intangible assets	109	553	386	3,647
Total	309	945	535	4,213

We are currently building out a 53,000 square foot leased manufacturing facility in Lexington, Massachusetts. We anticipate that the total construction costs will amount to approximately $16.0 million (€11.5 million), of which the landlord is obligated to pay $7.2 million (€5.5 million) in landlord improvements. In addition, we anticipate the total investment in property, plant and equipment to be approximately $6.0 million (€4.6 million). As of September 30, 2013, we had incurred expenses of $0.12 million (€0.09 million) and had contractual commitments of a further $0.2 million (€0.15 million). In addition, we provided a landlord deposit of $1.2 million (€0.92 million). We anticipate that we will have paid the full amount of these build-out costs by the end of the second quarter of 2014.

In October 2013, we entered into additional preconstruction commitments to complete the design and planning work, to acquire the building permit and to order certain materials and equipment that require a longer lead time. The combined sum of these additional commitments entered into amounted to $4.9 million, which is expected to be paid partially in the fourth quarter of 2013 and partially in early 2014.

We also anticipate that we will incur additional capital expenditures related to our planned expansion of our facility in Amsterdam.

Contractual Obligations and Commitments

The table below sets forth our contractual obligations and commercial commitments as of September 30, 2013 that are expected to have an impact on liquidity and cash flow in future periods.

	PAYMENTS DUE BY PERIOD				
(€ in thousands)	LESS THAN 1 YEAR	BETWEEN 1 AND 2 YEARS	BETWEEN 2 AND 5 YEARS	MORE THAN 5 YEARS	TOTAL
License maintenance obligations	—	—	—	—	—
Research and development related contractual obligations	298	—	—	—	298
Debt obligations	1,165	2,690	4,601	—	8,456
Operating lease obligations	542	542	678	—	1,762
Finance lease obligations	153	165	177	—	495
Total	2,158	3,397	5,456	—	11,011

The table above does not include:

- Payments we may be obligated to make under our license or collaboration agreements, other than fixed periodic maintenance costs. Such additional payment obligations may be material. See "—Collaboration and License Agreements" and "Business—Intellectual Property—Licenses".

- Our obligations to repay the Dutch technical development loan described above.

- Payments in relation to the lease of the Lexington facility. These payments begin 7 months after the landlord completed the required initial works to the building, which occurred on November 5, 2013. As of September 30, 2013, we considered the Lexington lease obligations a contingency and not yet a commitment as the landlord had remaining pre-existing obligations prior to the lease commitment. From November 5, 2013, we will account for these lease commitments as accruals under IFRS and will recognize the benefit of the 7 month rent-free period over the duration of the lease.

- Payments in relation to the pre-construction commitments described above.

Hercules Loan and Security Agreement

We are party to a Loan and Security Agreement entered into with Hercules on June 13, 2013. Under the Loan and Security Agreement, we borrowed $10.0 million from Hercules, bearing interest at a variable rate of the greater of 11.85% or an amount equal to 11.85% plus the prime rate of interest minus 3.25%. We are required to pay only interest in monthly payments until October 2014. From October 2014, we will be required to make monthly payments of interest and principal in the amount of $387,000 (€295,872). The loan matures on October 1, 2016, when we will be required to make a final payment of $2.6 million (€2.1 million). The loan and security agreement also provides for payment of a maturity charge, the amount of which was reduced in exchange for the issuance to Hercules, on September 24, 2013, of 185,873 warrants, at an exercise price of €2.02 per share.

We have pledged substantially all of our assets as collateral to the Hercules loan, by means of a first ranking right of pledge. The Loan and Security Agreement contains covenants that restrict our ability to, among other things, incur future indebtedness and obtain additional financing, to make investments in securities or in other companies, to transfer our assets, to perform certain corporate changes, to make loans to employees, officers and directors, and to make dividend payments and other distributions. Further, we are required to keep a minimum cash balance deposited in bank accounts in the United States, equivalent to the lesser of the outstanding balance of principal due and 50% of our worldwide cash reserves. The Loan and Security Agreement contains default provisions that include the occurrence of a material adverse effect, as defined therein, that would entitle Hercules to declare all principal, interest and other amounts owed by us immediately due and payable.

Off-Balance Sheet Arrangements

Over the period from October 1, 2000 through May 31, 2005, we received a grant called a "Technisch ontwikkelingskrediet," or technical development loan, from the Dutch government. We received grants totaling €3.6 million during the grant period. The grant amount bears interest of 5.7% per year and includes a repayment clause in the event we generate revenues from Glybera, during the period from January 1, 2008 through December 31, 2017, based upon a percentage of revenues which are derived from the sale of Glybera, if any. If future amounts received are not sufficient to repay the grant on or prior to December 3, 2017, or if there are no revenues generated from Glybera, the remaining balance will be forgiven. The amount of this contingent commitment as of September 30, 2013 totaled €5.4 million, comprising the original grant together with accrued interest. We have not recorded any liability to repay amounts in respect of this contingent commitment. Further amounts may be recognized once revenues related to produce sales at Glybera commence.

As of the date of this prospectus, and during the periods presented in this prospectus, we did not have any other off-balance sheet arrangements.

Quantitative and Qualitative Disclosures about Market Risk

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

Market Risk

We are exposed to foreign exchange risk arising from various currency exposures, primarily with respect to the U.S. dollar, particularly as we expand our operations in the United States and build-out our manufacturing facility in Lexington, Massachusetts. We have not established any formal practice to manage the foreign exchange risk against our functional currency. As of September 30, 2013, we had no significant outstanding receivables or payables in currencies other than euros, other than our loan from Hercules, which was received and is repayable in U.S. dollars. Subsequent to September 30, 2013, we have incurred obligations in U.S. dollars in respect of our manufacturing facility in Lexington, Massachusetts, as described above. Foreign exchange rate movements had no material effect during the periods under review.

Our interest rate risk arises from short and long-term borrowings. As of December 31, 2012, we had no borrowings with variable rates and we were not exposed to cash flow interest rate risk. In June 2013, we entered into the Hercules Agreement under which our borrowings bear interest at a variable rate. Borrowings issued at fixed rates expose us to fair value interest rate risk.

As of December 31, 2012, we had neither significant long-term interest-bearing assets nor significant long-term interest bearing liabilities other than our convertible notes, which were subsequently converted into 6,681,678 of our class A ordinary shares on July 26, 2013. As of September 30, 2013, the loans issued under the Hercules Agreement bore interest at the rate of the greater of 11.85% and an amount equal to 11.85% plus the prime rate of interest minus 3.25%.

Credit Risk

We have a limited group of material external counterparties, of which the most significant is Chiesi. Over the coming years, funding under our collaboration and co-development agreements with Chiesi, including milestone payments, collaboration revenues and reimbursable research expenses, remains critical for our product development programs and represents our principal credit risk.

Our cash and cash equivalents are invested primarily in savings and deposit accounts with original maturities of three months or less. Savings and deposit accounts generate a small amount of interest income. For banks and financial institutions, we accept only independently rated parties with a minimum rating of 'A-'.

Liquidity Risk

We believe that the net proceeds of this offering, together with our existing cash and cash equivalents and anticipated payments under our agreements with Chiesi will enable us to fund our operating expenses and capital expenditure requirements for at least the next months. See "Use of Proceeds."

Internal Control Over Financial Reporting

In connection with the preparation and external audit of our consolidated financial statements as of and for the year ended December 31, 2012 and the review of our consolidated financial statements as of and for the nine months ended September 30, 2013, we and our auditors, an independent registered public accounting firm, noted three material weaknesses in our internal control over financial reporting. The material weaknesses identified were:

- a lack of accounting resources to fulfilling IFRS and SEC reporting requirements,

- a lack of comprehensive IFRS accounting policies and financial reporting procedures; and
- a lack of segregation of duties given the size of our finance and accounting team.

We have implemented and are continuing to implement various measures to address the material weaknesses identified; these measures are outlined below.

Neither we nor our independent registered public accounting firm undertook a comprehensive assessment of our internal control for purposes of identifying and reporting material weaknesses, significant deficiencies and control deficiencies in our internal control over financial reporting as we will be required to do once we become a public company. We believe it is possible that, had we performed a formal assessment of our internal control over financial reporting or had our independent registered public accounting firm performed an audit of our internal control over financial reporting, additional control deficiencies may have been identified.

We have begun the process of evaluating our internal control over financial reporting, although we may not complete our review until after this offering is completed. We have also taken several remedial actions to address the material weaknesses that have been identified. To this end, we have hired additional staff for the finance department who have external reporting and IFRS experience, and experience with establishing appropriate financial reporting policies. Moreover, we have engaged a team of external consultants to assist us to improve our corporate governance and internal control procedures and help us design and implement a structured control environment for complying with the Sarbanes-Oxley Act of 2002, and we have devoted significant efforts to remedy any deficiencies or control gaps identified in the process. We expect to complete the measures above as soon as practicable and we will continue to implement measures to remedy our internal control deficiencies in order to meet the deadline imposed under Section 404 of the Sarbanes-Oxley Act. However, the implementation of these measures may not fully address the existing material weaknesses in our internal control over financial reporting, and we cannot yet conclude that they have been fully remedied.

The process of designing and implementing an effective financial reporting system is a continuous effort that requires us to anticipate and react to changes in our business and the economic and regulatory environments and to expend significant resources to maintain a financial reporting system that is adequate to satisfy our reporting obligations. See "Risk Factors—Risks Related to this Offering and Ownership of our Ordinary Shares—If we fail to implement and maintain an effective system of internal control, we may be unable to accurately report our results of operations or prevent fraud or fail to meet our reporting obligations, and investor confidence and the market price of our common shares may be materially and adversely affected."

Critical Accounting Policies and Significant Judgments and Estimates

Our management's discussion and analysis of our financial condition and results of operations is based on our consolidated financial statements, which we have prepared in accordance with IFRS as issued by the IASB. The preparation of these financial statements requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements, as well as the reported revenues and expenses during the reporting periods. Actual results may differ from these estimates under different assumptions or conditions.

Our significant accounting policies are more fully described in the notes to our consolidated financial statements appearing elsewhere in this prospectus. We believe that the following accounting policies involve the most significant judgments and estimates by management and are the most critical to aid you in fully understanding and evaluating our financial condition and results of operations.

Revenue Recognition

We have not generated any revenues from royalties or product sales for any periods covered by the financial statements included in this prospectus.

During 2013, we received upfront payments in connection with our Glybera commercialization agreement and hemophilia B co-development agreement, each with Chiesi. Revenues from such non-refundable, up-front payments are initially reported as deferred revenues on the consolidated balance sheet and are recognized in revenues on the income statement as earned over the period of the development, commercialization, collaboration or manufacturing obligation.

We also generate revenues from collaborative research and development arrangements. Such agreements may consist of multiple elements and provide for varying consideration terms, such as up-front, milestone and similar payments, which require significant analysis by management in order to determine the appropriate method of revenue recognition.

Where such arrangements can be divided into separate units of accounting (each unit constituting a separate earnings process), the arrangement consideration is allocated to the different units based on their relative fair values and recognized over the respective performance period. Where the arrangement cannot be divided into separate units, the individual deliverables are combined as a single unit of accounting and the total arrangement consideration is recognized over the estimated collaboration period. This analysis requires considerable estimates and judgments to be made by us, including estimates of the relative fair values of the various elements included in such agreements and the estimated length of the respective performance periods.

Non-refundable upfront payments received from Chiesi related to licenses and reimbursement of past development costs for Glybera and our hemophilia B program. We have concluded that the elements of the payments are linked in such a way that the commercial effect cannot be understood without reference to the series of transactions as a whole. Therefore the individual performance obligations have been treated as a single unit of accounting and the total arrangement consideration is recognized over the estimated life of the agreements under which the continuing performance obligations exist.

Research and Development Expenses

We recognize research expenses as incurred. We recognize expenses incurred on development projects as intangible assets as of the date that it can be established that it is probable that future economic benefits that are attributable to the asset will flow to us, considering the development projects' commercial and technological feasibility, generally when we receive regulatory approval for commercial sale, and when expenses can be measured reliably. Given the current stage of the development of our products and product candidates, we did not capitalize any development expenditures prior to 2013. As noted above, we incurred significant expenses in the development of Glybera. We received marketing approval from the European Commission for Glybera for a subset of LPLD patients in October 2012. Because we did not have sufficient financial resources at that time to complete the development of Glybera, including the post-approval activities required by the EMA prior to commercial launch, however, we did not capitalize the development expenses related to Glybera during the year ended December 31, 2012. Following our receipt of an additional €10.0 million in convertible debt financing in the first quarter of 2013, we determined that we had sufficient financial resources to complete these post-approval activities, and accordingly began to capitalize the related development expenses from March 21, 2013. Glybera-related raw materials that cannot be used for commercial purposes are expensed; Glybera-related materials, including raw materials, work-in-progress and finished goods, that are expected to be used for commercial purposes are recorded as inventory on the balance sheet and are not accounted for within research and development expenses.

As of each balance sheet date, we estimate the level of service performed by our vendors or other counterparties and the associated costs incurred for the services performed. As part of the process of

preparing our financial statements we are required to estimate our accrued expenses. This process involves reviewing quotations and contracts, identifying services that have been performed on our behalf, estimating the level of service performed and the associated costs incurred for the service when it has not yet been invoiced or otherwise notified of the actual costs. The majority of our service providers invoice us monthly in arrears for services performed or when contractual milestones are met. We make estimates of our accrued expenses as of each balance sheet date in our financial statements based on facts and circumstances known to us at that time. We periodically confirm the accuracy of our estimates with the service providers and make adjustments if necessary. The significant estimates in our accrued research and development expenses are related to fees paid to clinical research organizations, or CROs, in connection with research and development activities for which we have not yet been invoiced. We base our expenses related to CROs on our estimates of the services received and efforts expended pursuant to quotes and contracts with CROs that conduct research and development on our behalf.

The financial terms of these agreements are subject to negotiation, vary from contract to contract and may result in uneven payment flows. There may be instances in which payments made to vendors and other counterparties will exceed the level of services provided and result in a prepayment of the research and development expenses. In accruing service fees, we estimate the time period over which services will be performed and the level of effort to be expended in each period. If the actual timing of the performance of services or the level of effort varies from our estimate, we adjust the accrual or prepayment expense accordingly. Although we do not expect our estimates to be materially different from amounts actually incurred, our understanding of the status and timing of services performed relative to the actual status and timing of services performed may vary and could result in reporting amounts that are too high or too low in any particular period.

Corporate and Other Taxes

We are subject to corporate taxes in the Netherlands and the United States. Significant judgment is required in determining the use of net operating loss carry forwards and taxation of upfront and milestone payments for corporate tax purposes. There are many transactions and calculations for which the ultimate tax determination is uncertain. Where the final tax outcome of these matters is different from the amounts that were initially recorded, such differences will impact the current and deferred corporate tax assets and liabilities in the period in which such determination is made.

We did not recognize any taxes or income during the periods covered by financial statements contained in this prospectus, since we are in a loss making position and have a history of losses. As of December 31, 2012, the total amount of tax losses carried forward was €106.3 million.

We have a history of tax losses, and therefore only recognize deferred tax assets arising from unused tax losses or tax credits only to the extent that the relevant consolidated Dutch entity has sufficient taxable temporary differences or there is convincing other evidence that sufficient taxable profit will be available against which the unused tax losses or unused tax credits can be utilized by the consolidated Dutch entities. Management believes that sufficient convincing other evidence is not currently available and therefore we have not recorded a deferred tax asset in the financial statements contained in this prospectus. Tax losses in the Netherlands may be carried forward for nine years.

Impairments of Assets

Assets that are subject to amortization are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. In the nine months ended September 30, 2013 and year ended December 31, 2012, we have reviewed the carrying amount of these assets and determined that no adjustments to carrying values were required.

In the year ended December 31, 2011, we recorded an impairment charge of €0.3 million in respect of the termination of a research license under which uniQure had made an initial payment of €0.3 million.

We test assets that are not subject to amortization annually for impairment. For the purpose of assessing impairment, we group assets at the lowest levels for which there are separately identifiable cash flows (cash-generating units). We currently use all material assets in the development of certain gene therapy products. Therefore, our management regularly reviews all activities of our group as a single component and one cash-generating unit. Although we are not currently selling any products, our collaborator, Chiesi, is preparing the commercial launch of Glybera in the European Union. Our future revenues from product sales, if any, will depend on the success of Chiesi's commercialization efforts in the European Union and our success in obtaining marketing authorization for Glybera and any other product candidates in additional countries.

We have determined that no impairment should be recorded during the year ended December 31, 2012 or the first nine months of 2013. Based on our expectations of revenues and gross margin from anticipated sales of Glybera by Chiesi, we have determined that no impairment charge in respect of intangible assets relating to Glybera is necessary. These expectations are based principally on our estimate of the market size for Glybera and the gross margin that we expect to realize.

Compound Financial Instruments

We classify a financial instrument or its component parts on initial recognition as a financial liability, a financial asset or an equity instrument in accordance with the substance of the contractual arrangement and the definitions of a financial liability, a financial asset and an equity instrument. We have analyzed the convertible loans we issued in 2012 and 2013 and the venture debt financing received from Hercules in 2013, and concluded that both instruments were composed of a loan component and an embedded financial derivative component, which qualified as financing liabilities. We estimated the fair value of these liabilities using option pricing models and assumptions that are based on the individual characteristics of the instruments on the valuation date.

Share-Based Compensation

We issue share-based compensation awards, in the form of options to purchase ordinary shares, to certain of our employees, supervisory board members and consultants. We measure share-based compensation expense related to these awards by reference to the estimated fair value of the award at the date of grant. The total amount of the awards is expensed over the estimated vesting period. We have used the Black-Scholes option pricing model to determine the fair value of option awards, which requires the input of various assumptions that require management to apply judgment and make assumptions and estimates, including:

- the expected life of the option award, which we calculate using the simplified method as we have insufficient historical information regarding our share options to provide a basis for estimate;
- the expected volatility of the underlying ordinary shares, which we estimate based on the historical volatility of a peer group of comparable publicly traded companies with product candidates in similar stages of development; and
- historically, the fair value of our ordinary shares determined on the date of grant.

At each balance sheet date, we revise our estimates of the number of options that are expected to become exercisable. We recognize the impact of the revision of original estimates, if any, in the statement of comprehensive income and a corresponding adjustment to equity. We expect all vested options to be exercised over the remainder of their contractual life. We consider the expected life of the options to be in line with the average remaining term of the options post vesting.

Prior to our acquisition of the AMT business on April 5, 2012, AMT was listed on Euronext Amsterdam from June 2007 through April 2012. This period provided company-specific historical and implied volatility information. Since the de-listing of AMT in April 2012, we have not had the same level of company-specific historical and implied volatility information; therefore, we estimate the expected volatility based on the

historical volatility of publicly traded peer companies with a similar focus on gene therapies, biological products or orphan diseases, including Oxford Biomedica plc, MolMed S.p.A., Transgene SA, Sarepta Therapeutics, Inc., Sangamo Biosciences Inc. and Synageva BioPHarma Corp.

We account for share options as an expense in the statement of comprehensive income over the estimated vesting period, with a corresponding contribution to equity. See Note 10 to our audited consolidated financial statements included elsewhere in this prospectus for a discussion of the total expense recognized in the statement of comprehensive income for share options granted to employees, supervisory board members and consultants.

The following table summarizes, by grant date, the number of ordinary shares underlying share options granted from January 1, 2012 through September 30, 2013, as well as the associated per share exercise price, the estimated fair value per ordinary share on the grant date, the retrospective estimated fair value per share on the grant date, and the estimated fair value per option as of the grant date:

GRANT DATE	NUMBER OF ORDINARY SHARES UNDERLYING OPTIONS GRANTED	EXERCISE PRICE PER ORDINARY SHARE	ESTIMATED FAIR VALUE PER ORDINARY SHARE AT GRANT DATE	RETROSPECTIVE FAIR VALUE PER ORDINARY SHARE AS OF GRANT DATE[1]	ESTIMATED FAIR VALUE PER OPTION AS OF GRANT DATE
April 5, 2012	6,831,561	€ 0.614	€ 0.614	€ 0.614	€ 0.41
June 12, 2012	75,000	0.614	0.614	0.614	0.41
December 1, 2012	703,260	0.614	0.614	0.97	0.67
December 22, 2012	421,956	0.614	0.614	1.02	0.72
January 1, 2013	560,000	1.00	1.00	1.09	0.68
March 26, 2013	70,326	1.00	1.00	1.53	1.06
June 5/6, 2013	140,000	2.02	2.02	2.52	1.63
September 1, 2013	703,260	2.02	2.66	N/A	1.77

(1) The fair value of our ordinary shares at the grant date was adjusted in connection with our retrospective fair value assessment for financial reporting purposes, as described below.

Of the 8,451,110 options which have been granted and remained outstanding at September 30, 2013, an aggregate of 2,391,085 options were granted to members of the management board. 7,352,225 options which have been granted and remained outstanding at September 30, 2013 will vest in full upon the closing of this offering, which would result in the acceleration of any unrecognized expense related to these options. As of September 30, 2013, the unrecognized expense related to the options which have been granted and remained outstanding at September 30, 2013 was €2.2 million.

The intrinsic value of all outstanding vested and unvested options as of September 30, 2013 was $, based on an assumed public offering price of $ per share, which is the midpoint of the price range set forth on the cover page of this prospectus, and was based on ordinary shares issuable upon the exercise of options outstanding as of with a weighted average exercise price of € per share.

Determination of the Fair Value of Ordinary Shares on Grant Dates

We are a private company with no active public market for our ordinary shares. Therefore, we have periodically determined for financial reporting purposes the estimated per share fair value of our ordinary shares at various dates using contemporaneous valuations. We performed these contemporaneous valuations as of each of the grant dates identified above. In conducting the contemporaneous valuations, our management board and supervisory board considered all objective and subjective factors that we believed to be relevant for each valuation conducted, including their best estimate of our business condition, prospects and operating performance at each valuation date.

In connection with the preparation of our audited financial statements for 2012, our management board and supervisory board reconsidered the fair values as of each grant date through September 2013, and engaged an independent third party to conduct a retrospective fair value assessment as of each grant date, as described below, for financial reporting purposes. In light of management's retrospective assessment of the various grants, the estimated fair values and, accordingly, the related compensation expense, were adjusted as appropriate.

There are significant judgments and estimates inherent in the determination of fair value of our ordinary shares. These judgments and estimates include assumptions regarding our future operating performance, the time to completing an initial public offering or other liquidity event and the determinations of the appropriate valuation methods. If we had made different assumptions, our share-based compensation expense, net loss and net loss per ordinary share could have been significantly different.

Our management board and supervisory board consider numerous objective and subjective factors to determine their best estimate of the fair value of the ordinary shares as of each grant date, including the following:

- the progress of our research and development programs;
- achievement of enterprise milestones, including the entering into of collaboration and license agreements;
- contemporaneous issuances and valuations of our ordinary shares;
- our historical and forecasted performance and operating results;
- our need for future financing to fund operations;
- the likelihood of our achieving a discrete liquidity event, such as a sale of our company or an initial public offering, given prevailing market conditions;
- the dilutive effect of employee incentive instruments, our convertible loan and warrants; and
- external market and economic conditions impacting our industry.

In determining the estimated fair values of our ordinary shares as of each award grant date, three generally accepted approaches were considered: income approach, market approach and cost approach. Based on our stage of development and information available, we have determined that the income approach is the most appropriate method. When applicable, we have also applied the market approach by employing recent sales of company shares as a method to estimate our aggregate enterprise value. In addition, we have taken into consideration the guidance prescribed by the American Institute of Certified Public Accounts, or AICPA, Audit and Accounting Practice Aid, Valuation of Privately-Held-Company Equity Securities Issued as Compensation.

Discounted cash flow, or DCF, an income approach to determining the fair value of the ordinary shares, which we estimated as of each award grant date, is an estimate of the present value of the future monetary benefits expected to flow to the owners of a business. It requires a projection of the cash flows that the business is expected to generate. These cash flows are converted to present value by means of discounting, using a rate of return that accounts for the time value of money and the appropriate degree of risks inherent in the business. The discount rate in the DCF analysis is based upon a weighted average cost of capital, or WACC, calculated at each valuation date. The WACC is a method that market participants commonly use to price securities and is derived by using the capital asset pricing model and inputs such as the risk-free rate, beta coefficient, which is a measure of the sensitivity of a share price to movements in the overall securities market, equity risk premiums and the size of the company. We analyzed our financial and operating projections, including revenues, operating expenses, working capital investments and capital expenditures, to form the basis for our DCF valuation.

In applying the Black-Scholes option model, we applied a discount for lack of marketability, or DLOM, to reflect the increased risk arising from the inability to readily sell the ordinary shares underlying the options

granted. Under this method, we considered the cost of the put option, which can hedge the price change before the privately held ordinary shares can be sold, as the basis to determine the DLOM. The cost of the put option was the only factor we considered and applied in the discount. The put option analysis reflects the potential loss from marketability over the expected time to liquidity and is a commonly applied approach to estimate this discount.

We have also considered prior arm's length sales of our equity securities in order to estimate our business enterprise value. Considerations factored into the analysis include the type and amount of equity sold, the relationship of the parties involved, the timing compared to the ordinary share valuation date and the financial condition and structure of a company at the time of the sale.

In the retrospective valuation described above, three key valuation inflections points were identified during the period from April 2012 through September 2013:

- On July 20, 2012, the CHMP issued a positive recommendation for the approval of our marketing authorization application for Glybera.
- On October 31, 2012, the European Commission formally approved Glybera for a subset of LPLD patients.
- On April 29, 2013, we signed an agreement with Chiesi for the commercialization of Glybera in the European Union and other specified countries.

We believe that each of these events had a significant positive effect on the fair value of our ordinary shares, and served as references points for the determination of fair value at each grant date. In particular, developments between October 2012 and April 2013 reduced both execution and financing risks facing our business. For grants made between these value inflection points and between April and September 2013, we interpolated the key valuation assumptions, including the probability of success of our individual development programs and the weighted average cost of capital as of such dates.

Share Option Grants on April 5, 2012

AMT shares were previously listed on Euronext Amsterdam. On the five business days immediately prior to February 17, 2012, the date on which we announced our proposed acquisition of the entire business and assets of AMT, the average closing price of the shares of AMT on Euronext Amsterdam was €0.614 per AMT share. Given that uniQure had no other business of its own, and that the consideration for purchase of the business and assets of AMT was a one-for-one share issuance in respect of each AMT share then in issue, we believed this represented the fair value of our ordinary shares as of this date. In addition, on April 5, 2012, we raised €6.0 million through the issuance of new shares to an existing shareholder at a price per ordinary share of €0.614.

All AMT options outstanding at the time we acquired the assets and business of AMT were terminated. In order to retain and provide incentives for our employees following this corporate reorganization, we granted options to purchase an aggregate of 6,831,561 ordinary shares on April 5, 2012, with an exercise price of €0.614 per share. Our management board and supervisory board determined that €0.614 represented the fair value per ordinary shares as of the grant date based on the average closing price of AMT shares on Euronext Amsterdam on the five days immediately prior to the announcement of the acquisition of the business and assets of AMT by uniQure and the concurrent equity investment transaction.

Share Option Grants on June 12, 2012

On April 19, 2012, the EMA announced that, following a request from the European Commission in January 2012, it had re-evaluated Glybera in a restricted group of patients with severe or multiple pancreatitis attacks. The EMA maintained its previous recommendation that Glybera should not be granted marketing authorization at that time.

On April 18, 2012, we raised €1.0 million through the issuance of new shares to an existing shareholder at a price of €0.614 per ordinary share. Our management board and supervisory board determined that, although we had raised sufficient new capital in our financing transaction in April 2012 to continue as a going concern, we did not have enough capital at that time to progress the development and commercialization of Glybera. Therefore, the issuance price for the April 2012 equity financing was unchanged from the issuance price used in the April equity financing. Accordingly, our management board and supervisory board determined that €0.614 remained the estimated fair value of our ordinary shares at that date based on this third party equity financing transaction.

On June 12, 2012, we granted options to purchase an aggregate of 75,000 ordinary shares at an exercise price of €0.614 per share. Our management board and supervisory board determined that there had been no meaningful change in our financial position or performance between April 18, 2012 and this grant date to warrant a change in the estimated fair value of our ordinary shares.

Share Option Grants on December 1, 2012

On July 20, 2012, the CHMP recommended approval of Glybera for the restricted population of LPLD patients with severe or multiple pancreatitis attacks, subject to additional post-marketing studies for efficacy. We view this as the first of three key value inflection points at which we observed a significant change in our company and per share value. Although there was still significant uncertainty about Glybera's formal approval in the European Union and our ability to proceed, we believe that this marked an increase in our company value.

On October 31, 2012, the second value inflection point, the European Commission formally approved the marketing authorization for Glybera under exceptional circumstances. This removed further uncertainty around formal approval of Glybera.

Notwithstanding the positive regulatory developments in the European Union for Glybera, during 2012 and the first nine months of 2013, our management board and supervisory board considered that any increase in the value of our company following the approval of Glybera was partially offset by the substantial increase in financial risk, including uncertainty as to whether we would be able to continue as a going concern. Accordingly, to calculate our company valuation at each value inflection point, we performed an analysis, revising the value drivers to account for the changes in probability of success of our pipeline product candidates in light of the European Union regulatory developments surrounding Glybera, changes in the WACC to reflect changes in financing risk and in the probability of success, our cash burn, and the discounting effect of cash flows.

We used these outcomes to estimate the fair value of option grants on December 1, 2012; December 22, 2012; January 1, 2013; March 26, 2013 and June 5/6, 2013 using the Black-Scholes option pricing model. Use of this valuation methodology requires that we make assumptions as to the value of the underlying asset, the exercise price, the expected volatility of share price returns, which is estimated based on the observed average of the daily share price returns of selected guideline companies measured over a historic period equal to the expected term of our share options and the risk free interest rate for a period that approximates the expected term of our share options and our expected dividend yield.

On December 1, 2012, we granted options to purchase an aggregate of 703,260 ordinary shares with an exercise price of €0.614 per share, which our management board and supervisory board contemporaneously determined to be the fair value of our ordinary shares as of such date.

Our management board and supervisory board subsequently commissioned a retrospective valuation of these ordinary shares, considering our financial risk, and arrived at an estimated fair value per share of €0.97. We relied on the DCF method to perform the retrospective valuation as of December 1, 2012. Our key assumptions included probabilities of success of 65 to 85% and a WACC of 21%. We applied a DLOM of 20%. Based on estimated value per ordinary share of €0.97, this resulted in the fair value per option of €

0.66 to €0.68. The key assumptions we used to arrive at the estimated value per option included an estimated volatility of 70%, an expected life of 5.5 to 6.3 years, and a risk-free rate of 0.6% to 0.7% based on the yield to maturity of German sovereign debt, for a term equal to the expected life as measured on the grant date. This increase from the prior valuation performed in June 2012 primarily related to the European Commission's formal approval of the marketing authorization for Glybera and the resulting increased probability of success of our Glybera program. For financial reporting purposes, this value has been applied retrospectively to our December 1, 2012 option grants.

Share Option Grants on December 22, 2012

On December 22, 2012, we granted options to purchase an aggregate of 421,956 ordinary shares with an exercise price of €0.614 per share, which our management board and supervisory board contemporaneously determined to be the fair value of our ordinary shares as of such date.

Our management board and supervisory board subsequently commissioned a retrospective valuation of these ordinary shares, considering our financial risk, and arrived at an estimated fair value per share of €1.02. We relied on the DCF method to perform the retrospective valuation as of December 22, 2012. Key assumptions were unchanged relative to the December 1, 2012 valuation date, including probabilities of success of 65 to 85% and a WACC of 21%. We applied a DLOM of 15%. Based on estimated value per ordinary share of €1.02, this resulted in the fair value per option of €0.71 to €0.73. The key assumptions we used to arrive at this estimated fair value per option included an estimated volatility of 70%, an expected life of 5.5-6.3 years, and a risk-free rate of 0.5% to 0.7% based on the yield to maturity of German sovereign debt, for a term equal to the expected life as measured on the grant date. This increase from the prior valuation primarily reflected the increased probability of success of our Glybera program and additional funding received during December 2012. For financial reporting purposes, this value has been applied retrospectively to our December 22, 2012 option grants.

Share Option Grants on January 1, 2013

On January 1, 2013, we granted options to purchase an aggregate of 560,000 ordinary shares with an exercise price of €1.00 per share, which our management board and supervisory board contemporaneously determined to be the fair value of our ordinary shares as of such date.

Our management board and supervisory board subsequently commissioned a retrospective valuation of these ordinary shares, considering our financial risk, and arrived at an estimated fair value per share of €1.09. We relied on the DCF method to perform the retrospective valuation as of January 1, 2013. Key assumptions were unchanged relative to the December 22, 2012 valuation date, including probabilities of success of 65 to 85% and a WACC of 21%. We applied a DLOM of 15%. Based on estimated value per ordinary share of €1.09, this resulted in the fair value per option of €0.67 to €0.70. The key assumptions we used to arrive at the estimated fair value per option included an estimated volatility of 70%, an expected life of 5.5 to 6.3 years, and a risk-free rate of 0.4% to 0.6% based on the yield to maturity of German sovereign debt, for a term equal to the expected life as measured on the grant date. This increase from the previous valuation primarily reflected the progress we had made by that date in identifying a potential collaborator for the commercialization of Glybera. For financial reporting purposes, this value has been applied retrospectively to our January 1, 2013 option grants.

Share Option Grants on March 26, 2013

On March 26, 2013, we granted options to purchase an aggregate of 70,326 ordinary shares with an exercise price of €1.00 per share, which our management board and supervisory board contemporaneously determined to be the fair value of our ordinary shares as of such date.

Our management board and supervisory board subsequently commissioned a retrospective valuation of these ordinary shares, considering our financial risk, and arrived at an estimated fair value per share of €1.53. We

relied on the DCF method to perform the retrospective valuation as of March 26, 2013. Key assumptions included increased probabilities of success of 70 to 90% due to technical progress achieved and a WACC of 18.9% due to decreased financing risk since the January 1, 2013 valuation date. We applied a DLOM of 15%. Based on estimated value per ordinary share of €1.53, this resulted in the fair value per option of €1.04 to €1.08. The key assumptions we used to arrive at the estimated fair value per option included an estimated volatility of 70%, an expected life of 5.5 to 6.3 years, and a risk-free rate of 0.5% to 0.6% based on the yield to maturity of German sovereign debt, for a term equal to the expected life as measured on the grant date. This increase in the fair value of our ordinary shares primarily reflected additional financing received since the prior valuation, which provided us with the funds necessary to continue the development of Glybera. For financial reporting purposes, this value has been applied retrospectively to our March 26, 2013 option grants.

Share Option Grants on June 5/6, 2013

On April 29, 2013, the third value inflection point, we entered into an agreement with Chiesi with respect to the commercialization of Glybera in the European Union and selected other countries. This agreement was subject to the satisfaction by us of specified conditions precedent. The Chiesi transaction allowed us to update the estimate of the present value of our expected future cash flows based on the value of the transaction.

On June 5, 2013 and June 6, 2013, we granted options to purchase an aggregate of 140,000 ordinary shares with an exercise price of €2.02 per share, which our management board and supervisory board contemporaneously determined to be the fair value of our ordinary shares as of such date.

Our management board and supervisory board subsequently commissioned a retrospective valuation of these ordinary shares, considering our financial risk, and arrived at an estimated fair value per share of €2.52. We primarily relied on the expected transaction price of the ordinary shares subsequently acquired by Chiesi pursuant to the conditional agreements entered into in April 2013, of €2.52 per share to perform the retrospective valuation as of June 5/6, 2013. Additionally, we performed a DCF as of June 2013. Key assumptions included probabilities of success of 70 to 90% and a WACC of 16.0%. We applied a DLOM of 15%. The probabilities of success remained unchanged relative the prior valuation date, while the WACC was lowered to reflect a further decrease in financing risk given the additional funding provided by Chiesi. Based on estimated value per ordinary share of €2.52, this resulted in the fair value per option of €1.60 to €1.67. The key assumptions we used to arrive at the estimated fair value per option included an estimated volatility of 70%, an expected life of 5.5 to 6.3 years, and a risk-free rate of 0.7% to 0.8% based on the yield to maturity of German sovereign debt, for a term equal to the expected life as measured on the grant date. This increase in the fair value of the ordinary shares was primarily due to the announcement that we would be entering into collaboration agreements with Chiesi, including the issuance to Chiesi of 8.75% of our share capital. For financial reporting purposes, this value has been applied retrospectively to our June 5/6, 2013 option grants.

Share Option Grants on September 1, 2013

On September 1, 2013, we granted options to purchase an aggregate of 703,260 ordinary shares with an exercise price of €2.02 per share.

Our management board and supervisory board contemporaneously commissioned a valuation of the ordinary shares, and arrived at an estimated fair value per share of €2.66 as of the grant date. We performed a DCF as of September 1, 2013. Key assumptions included probabilities of success of approximately 70 to 90% and a WACC of 16.0%. We applied a DLOM of 10%. The probabilities of success remained unchanged relative to the prior valuation date. Based on estimated value per ordinary share of €2.66, this resulted in the fair value per option of €1.74 to €1.81. The key assumptions we used to arrive at the estimated fair value per option included an estimated volatility of 70%, an expected life of 5.5 to 6.3 years, and a

risk-free rate of 1.0% to 1.2% based on the yield to maturity of German sovereign debt, for a term equal to the expected life as measured on the grant date. This increase in the fair value of the ordinary shares was primarily due to passage of time, such that positive operating cash flows come nearer.

Recent Accounting Pronouncements

There are no IFRS standards as issued by the IASB or interpretations issued by the IFRS interpretations committee (e.g. IFRS 10, 11, 12, 13 and IAS 19R) that are effective for the first time for the financial year beginning on or after January 1, 2013 that had or are expected to have a material impact on our financial position.

JOBS Act Exemptions

On April 5, 2012, the Jumpstart Our Business Startups, or JOBS, Act was signed into law. The JOBS Act contains provisions that, among other things, reduce certain reporting requirements for an "emerging growth company." As an emerging growth company, we are electing to take advantage of the following exemptions:

- including the use of two years of audited financial statements rather than three years;
- not providing an auditor attestation report on our system of internal controls over financial reporting;
- not providing all of the compensation disclosure that may be required of non-emerging growth public companies under the U.S. Dodd-Frank Wall Street Reform and Consumer Protection Act; and
- not complying with any requirement that may be adopted by the Public Company Accounting Oversight Board regarding mandatory audit firm rotation or a supplement to the auditor's report providing additional information about the audit and the financial statements (auditor discussion and analysis).

The JOBS Act permits an "emerging growth company" such as us to take advantage of an extended transition period to comply with new or revised accounting standards applicable to public companies. We are irrevocably electing not to avail ourselves of this extended transition period for complying with new or revised accounting standards and, therefore, we will be subject to the same new or revised accounting standards as other public companies that are not "emerging growth companies."

These exemptions will apply for a period of five years following the completion of our IPO or until we no longer meet the requirements of being an "emerging growth company," whichever is earlier. We would cease to be an emerging growth company if we have more than $1.0 billion in annual revenue, have more than $700 million in market value of our ordinary shares held by non-affiliates or issue more than $1.0 billion of non-convertible debt over a three-year period.

BUSINESS

Overview

We are a leader in the field of gene therapy and have developed the first and currently the only gene therapy product to receive regulatory approval in the European Union. Gene therapy offers the prospect of long-term and potentially curative benefit to patients with genetic or acquired diseases by directing the expression of a therapeutic protein or restoring the expression of a missing protein through a single administration. Our first product, Glybera, was approved by the European Commission in October 2012 under exceptional circumstances for the treatment of a subset of patients with LPLD, a potentially life-threatening, orphan metabolic disease. We expect to launch Glybera commercially in selected European countries in the first half of 2014 through our collaboration with Chiesi, which we entered into in April 2013. We retain full commercial rights to Glybera in the United States. In August and December 2013, we met with the FDA to discuss the regulatory pathway for Glybera in the United States and we plan to file an IND with the FDA for Glybera in the first half of 2014.

We are developing a pipeline of additional AAV-based gene therapies through multiple collaborations that are designed to accelerate the development and commercialization of these programs. We develop our gene therapies using our innovative, modular technology platform, including our proprietary, cost-effective manufacturing process. Our pipeline includes product candidates targeting diseases for which either the efficacy of existing treatments is limited or the administration regimen is burdensome, such as hemophilia B, as well as diseases for which there are currently no treatments, such as Sanfilippo B syndrome. We initially intend to focus on orphan diseases but believe we will also be able to leverage our technology to develop gene therapies targeting chronic and degenerative diseases that affect larger populations. Through our gene delivery system know-how, our proprietary manufacturing process, the state-of-the-art facility we are building out and equipping in the United States, and our experience in developing and obtaining regulatory approval for Glybera in the European Union, we believe we will be able to develop and commercialize additional gene therapies more efficiently than our competitors.

Our gene therapy approach seeks to treat the causes of genetic diseases by enabling patients to effectively express a missing or deficient protein. To accomplish this, Glybera and our product candidates are designed to deliver a transgene through a delivery system called a vector. Our approach is designed to be modular, in that it may allow us to develop, manufacture and seek regulatory approval for multiple gene therapies generally using the same principal components. The key components of our gene therapy approach are:

- the therapeutic gene cassettes we design or in-license from academic research institutions and biotechnology and pharmaceutical companies, including our collaborators;
- an AAV-based vector delivery system with a demonstrated safety profile that selectively targets relevant tissues;
- administration technologies designed to optimize the introduction of our gene therapy vectors into the patient's body; and
- our scalable, proprietary manufacturing process.

Glybera is indicated for the treatment of adult patients diagnosed with familial LPLD confirmed by genetic testing and suffering from severe or multiple pancreatitis attacks despite dietary fat restrictions. LPLD results in hyper-chylomicronemia, or dramatic and potentially life-threatening increases in the level of large fat-carrying particles, called chylomicrons, in the blood after eating. In many cases, LPLD and the associated elevated levels of chylomicrons can cause acute and potentially life-threatening inflammation of the pancreas, known as pancreatitis, thus leading to frequent hospitalizations. Recurrent pancreatitis can lead to chronic abdominal pain, pancreatic insufficiency, which is an inability to properly digest food due to a lack of digestive enzymes made by the pancreas, and diabetes.

Prior to Glybera, there has been no approved therapy for the treatment of LPLD. Patients with this rare condition are required to adhere to a strict low-fat diet and to abstain from alcohol. These restrictions, as well as frequent hospitalizations and the constant fear of encountering pancreatitis attacks, have a significant negative impact on the daily activity level of LPLD patients and on their quality of life.

In addition to Glybera, our development pipeline includes our internal program for hemophilia B, two collaborator-directed programs for monogenic diseases, one collaborator-directed program for a degenerative disease and several programs in early preclinical development. The most advanced of these pipeline programs are the following:

Internal program: AMT-060 for Hemophilia B. In collaboration with Chiesi, we are developing AMT-060 for the treatment of hemophilia B, which is a severe orphan blood clotting disorder. AMT-060 consists of an AAV5 vector carrying a therapeutic hFIX gene cassette that we have exclusively licensed from St. Jude. We plan to file an IND and an IMPD to initiate a Phase I/II dose escalation clinical trial of this product candidate in the second half of 2014 in 13 to 16 patients. St. Jude is currently conducting a Phase I/II clinical trial in this indication with a gene therapy consisting of an AAV8 vector carrying the same hFIX gene that we are using in AMT-060. We describe these as both Phase I and Phase II clinical trials because their goals are not merely to evaluate the therapy's safety but also to obtain a preliminary determination of efficacy.

Collaborator-sponsored programs. We are also collaborating with third parties that are sponsoring early-stage clinical trials of gene therapy product candidates to which we hold certain rights. We believe that this approach enables us to cost-effectively obtain access to preclinical and early-stage clinical results without expending significant resources of our own. These programs utilize either clinical materials that we have manufactured as part of our collaborations or gene cassettes that we have licensed. We generally have the rights to the data generated in these collaborator-sponsored clinical development programs, but do not control their design or timing. If we decide to progress any of these programs internally, we may need to develop or in-license additional technology. The most advanced of these programs are the following:

- ***AMT-021 for Acute Intermittent Porphyria.*** We and our collaborator Digna Biotech are developing AMT-021 as a gene therapy for AIP, a severe liver disorder. AMT-021 consists of an AAV5 vector carrying a therapeutic PBGD gene that we exclusively license from Applied Medical Research Center of the University of Navarra in Spain, or CIMA. Digna Biotech is currently conducting a Phase I clinical trial of AMT-021 in eight patients in Spain. We have manufactured the gene therapy being used in this clinical trial. We understand from Digna Biotech that data are expected in the second half of 2014. Under an agreement with Digna Biotech, we have an exclusive right to use all preclinical and Phase I clinical trial data from this program.

- ***AMT-110 for Sanfilippo B Syndrome.*** We and our collaborator Institut Pasteur are developing AMT-110 as a gene therapy for Sanfilippo B syndrome, a potentially fatal lysosomal storage disease that results in serious brain degeneration in children. This gene therapy consists of an AAV5 vector carrying a therapeutic NaGLU gene. Institut Pasteur is currently conducting a Phase I/II clinical trial of AMT-110 in four patients in France. We have manufactured the gene therapy being used in this clinical trial. We understand from Institut Pasteur that data are expected in the first half of 2015.

- ***AAV2/GDNF for Parkinson's Disease.*** We and our collaborator UCSF are developing a gene therapy for Parkinson's disease, a progressive neurodegenerative disorder affecting motor skills, speech and other neurological functions and resulting in progressive neurologic dysfunction and death. UCSF is collaborating with the NIH to conduct a Phase I clinical trial of a gene therapy in this indication that consists of an AAV2 vector manufactured by a third party using a mammalian cell-based process, carrying a therapeutic gene we have exclusively licensed in the gene therapy field from Amgen that expresses GDNF. The NIH is funding and sponsoring the clinical trial. We have rights to the clinical data from this trial. Based on the results of the UCSF study, we may decide to develop an

AAV2-based gene therapy containing the GDNF gene manufactured with our insect cell-based manufacturing process.

We operate a cGMP-manufacturing facility at our headquarters in Amsterdam, the Netherlands, which the EMA has approved for clinical and commercial-grade production. We have also begun the build-out of a 53,000 square-foot manufacturing facility in Lexington, Massachusetts, in the United States, which we believe will be the world's most advanced dedicated facility for the production of AAV-based gene therapies.

Gene Therapy Background

Genes are the specific areas of DNA that provide the blueprint used by the body's cellular machinery to make proteins, which are enzymes or other large molecules in the cells of the body that serve a functional purpose. Each gene consists of a specific sequence that encodes for the production of specific proteins. This protein production process in the cell is called gene expression.

A mutation, or defect, in a specific gene can result in the inability or reduced ability to express a protein, or the reduced functionality of a protein. For example, when the gene associated with the production of a protein required for blood clotting is missing or mutated in hemophilia B patients, sufficient blood clotting will not occur, resulting in continued internal or external bleeding after even minor trauma or surgery. Introducing a copy of the proper gene into the cell would restore the presence and natural function of the blood clotting factor, which would prevent bleeding.

A large number of serious diseases result from a defect in a single gene. For many of these monogenic diseases, there is currently no cure or therapy. In other cases, existing therapies involve burdensome administration or frequent readministration, and may provide limited efficacy. For example, in the case of hemophilia B, most patients must receive frequent intravenous administration of plasma-derived or recombinant human Factor IX, currently two to three times per week, which often does not completely prevent bleeding. Millions of patients rely on recurrent medical care to help manage their life-long chronic ailments, often at significant cost and, depending upon the disease, with little chance of sustained success.

More than 30 years ago, scientists began exploring the concept of gene therapy as an approach to treating disease. The goal of gene therapy is to treat the underlying genetic cause of disease by introducing a functional gene to replace or supplement the activity of a missing or mutated gene. Gene therapy approaches include *in vivo* therapies, in which the functional gene is introduced directly into the patient's body, and *ex vivo* therapies, in which a patient's cells are removed, genetically modified and then transplanted back into the patient.

To enable delivery of the functional gene into the cells where it can produce the required protein, researchers use a vector that can enter, or transduce, the cell without harming it. Researchers generally consider vector systems derived from viruses to be more efficient in entering the target cells than non-viral vector systems. In addition, to target the vector to the tissues for the relevant disease, researchers using AAV-based vectors utilize different variants, or serotypes, of AAV to selectively target particular tissues. The vectors are designed to include DNA promoters, which are additional DNA sequences that allow for tissue-specific expression of the required protein.

We believe that most research and development efforts in gene therapy have focused on monogenic diseases, which include many hereditary diseases. Although these diseases are severe, their cause is generally better understood and less complex than diseases that involve more than one dysfunctional or missing gene. There are also opportunities to apply gene therapy in diseases caused by more complex pathology in which one particular protein plays a crucial role in the causation of the disease. In such indications, such as some liver diseases, disorders of the central nervous system and cardiovascular diseases, it may be possible to halt or eradicate the disease with a gene therapy that promotes the natural production or function of the relevant protein. Gene therapy also has the potential to neutralize faulty genes, referred to as gene silencing, and to switch genes on or off.

We believe that as scientific understanding of the genetic causes of disease expands and as genetic sequencing becomes more cost-efficient and routine, the practice of medicine will increasingly turn to gene therapy as an approach to treating, and potentially preventing, disease, with resulting longer-term cost benefits to the health care system.

Historical Challenges Faced By Gene Therapy

Gene therapy has historically confronted a number of significant challenges, including the following:

- ***Poor Safety Profile.*** Early gene therapies raised significant safety concerns. For example, some *ex vivo* gene therapy approaches use lentiviral or retroviral vectors that can integrate at relatively high frequency into parts of the genome in a manner that increases the risk of cancer. In addition, an early *in vivo* gene therapy approach using an adenovirus vector triggered a strong innate immune response in a patient that resulted in multiple-organ failure and death. These high-profile safety issues resulted in negative public perceptions of the safety of gene therapy generally.

- ***Limited Efficacy.*** Early gene therapy manufacturing processes produced a large proportion of empty vectors, or viral packages that did not include the therapeutic gene of interest. In addition, because patients' immune systems respond to proteins in the vector shell, the large proportion of empty vectors generated counterproductive immune responses. Limited long-term expression of the delivered genes in target cells also made it difficult to achieve meaningful clinical efficacy in either the short- or long-term. These problems reflected the fact that early researchers had not identified the AAV serotypes, optimized genes or DNA promoters that could target the appropriate tissues and produce levels of gene expression necessary to demonstrate clinical efficacy. Earlier approaches utilizing AAV vectors also typically involved the packaging of single-stranded DNA into delivery vectors. Because the required starting point for the transcription of a gene is double-stranded DNA, this single-stranded approach required the cellular machinery to make a second copy of the DNA, which added an additional step in the process and reduced expression levels.

- ***Difficulties in Administration and Tissue-Specific Targeting.*** The efficacy of some earlier gene therapies was limited by difficulties in administering the vector to the patient's body in a manner that resulted in effective delivery of the therapeutic transgene into the desired target tissue or organ. For example, researchers have historically been challenged in administering gene therapies targeting CNS indications due to the difficulties presented by the blood-brain barrier. Only recently have scientists begun to optimize the gene therapy administration process through the use of advanced technologies for local administration to muscle cells and neurons.

- ***Lack of Cost-Effective and Consistent Manufacturing.*** Until recently, AAV-based vectors could not be manufactured at commercial scale on a cost-effective, reliable and reproducible basis. Difficulties in increasing production levels to commercial scale were particularly challenging in manufacturing processes that utilized mammalian cells. These mammalian cell processes typically use adherent cells, which are cells that only grow on a surface. As a result, production of larger quantities of vector required large surfaces, which is more challenging and less economical than manufacturing processes that use cells that can be grown in a suspension culture.

We believe these factors have contributed to the failure to develop approved gene therapy products in the past. Glybera is the only approved gene therapy in the European Union and no gene therapy has been approved to date in North America.

Our Gene Therapy Approach

Overview

We believe that our modular technology platform addresses many of the historical challenges of gene therapy. The key components of our gene therapy approach are the following:

- therapeutic gene cassettes;

- AAV-based vector delivery system;
- administration technologies; and
- our scalable, proprietary manufacturing process.

We expect that our modular approach will allow us to use the same building blocks to efficiently develop, manufacture and seek regulatory approval for multiple new gene therapies. In some cases, we believe that the disease-specific gene cassette will be the only component we need to change to target a new disease in a particular tissue. As a result, we may be able to reduce the overall preclinical and potentially clinical development activities required to obtain regulatory approval, and to significantly reduce the overall development risk, time and cost.

Therapeutic Gene Cassettes

We design our gene therapies to deliver into the body's cells a transgene that encodes, or provides the blueprint for the expression of, a therapeutic protein. The transgene is carried in a gene cassette together with DNA promoters that direct expression in specific tissues. We either develop the gene cassettes we use or in-license them, often as part of our collaborations with academic research institutions and biotechnology and pharmaceutical companies. In-licensing gene cassettes provides us access to key intellectual property and allows us to build upon our collaborators' scientific expertise and financial investment, as well as their preclinical and, in some cases, clinical development efforts.

Our AAV-based Vector Delivery System

We deliver the gene cassette to the target tissue using an engineered, non-replicating viral vector delivery system based on AAV. We have based Glybera and all of our current product candidates on our AAV-based vector technologies, which we believe address many of the safety and efficacy challenges that hindered earlier gene therapy approaches.

Demonstrated Safety Profile. AAV is one of several viruses commonly used as a vector in gene therapy. A significant proportion of people have already been exposed to AAV in the normal course of their lives. AAV-based vectors cause only a mild immune response, including innate responses immediately following treatment. Regulatory agencies in the United States and European Union have extensive experience reviewing AAV-based vectors. In preclinical research and more than 80 gene therapy clinical studies conducted by us or third parties, AAV-based vectors have demonstrated a good safety profile.

Unlike retrovirus and lentivirus vectors, which are other vectors commonly used in gene therapies, AAV vectors integrate into the host genome only at low frequency, which substantially reduces the risk of adverse effects, including cancer. As a further safety measure, we engineer our AAV vectors without any components required for the virus to replicate and infect additional cells. We also believe the purification step in our manufacturing process enables us to optimize the purity of our vector material, which reduces the risk of side effects.

Improved Gene Expression. For a gene therapy to be effective, it must provide lasting therapeutic gene expression in the target tissue. AAV-based vectors have shown persistent effects in animal experiments and in clinical studies. AAV-based vectors have also demonstrated sustained expression in the target tissue of animal models for more than ten years. St. Jude has reported expression in target tissue in humans for more than three years after a single treatment in its ongoing Phase I/II clinical trial of a gene therapy for the treatment of hemophilia B.

We use different serotypes of AAV to selectively target particular tissues. We use AAV1 in Glybera, for example, because we believe it is particularly suited to targeting myocytes, a type of cell found in muscle tissue. We have based most of our pipeline projects on AAV5, which we believe has a strong tropism for both hepatocytes, a type of cell found in the liver, and neurons, a type of cell found in the central nervous system. We hold an exclusive license to three patents owned by the NIH for the development and sale of

AAV5-based therapeutic products to be delivered to the brain or liver for the treatment of human diseases originating in the brain or liver, excluding arthritis related diseases, and a non-exclusive license to those patents for the development and sale of AAV5-based therapeutic products to treat other human diseases. In addition, we are using AAV2 as a vector for gene therapies that are delivered to the brain.

Administration Technologies

We and our collaborators are developing expertise in utilizing a variety of technologies to administer the vector to the body in order to optimize delivery of our gene therapies into the tissues or organs relevant to the indication we are targeting. These include intramuscular injection of AAV1 vectors that deliver a transgene into muscle cells for Glybera, intravenous infusion of AAV5 vectors that deliver a transgene to liver cells for our hemophilia B program, and intracranial administration of AAV5 and AAV2 vectors for delivery of a transgene to cells within the brain for Sanfilippo and Parkinson's disease, respectively. In the case of diseases of the CNS, in particular, we believe that the effectiveness of gene therapy will depend upon both the choice of vector and the mode of administration of the vector. For example, our collaborator UCSF is currently conducting a Phase I clinical trial of a gene therapy for Parkinson's disease using MRI guided convection-enhanced delivery to the brain. Convection-enhanced delivery involves placement of one or more catheters directly into the brain to provide distribution of the therapeutic agent to a confined region, such as the putamen, in order to provide adequate drug concentrations directly to the relevant tissue. We believe that this may represent a significant improvement over administration methods used in prior clinical trials of gene therapies targeting the brain. In other CNS indications, widespread delivery of a transgene is preferable. In preclinical animal models, we have shown widespread distribution of AAV5 in the brain when administered via the cerebral spinal fluid.

Scalable, Proprietary Manufacturing

We produce our AAV-based gene therapies in our own facility with our proprietary manufacturing process, which uses insect cells and baculoviruses, a common family of viruses found in invertebrates. Our insect-cell based manufacturing process, which uses cells that can be grown in a suspension culture, is designed to produce higher yields of vectors more cost-effectively and efficiently than the mammalian cell-based approaches that many of our competitors utilize. We non-exclusively license from the NIH the use of baculoviruses and insect cells in the production of AAV-based vectors, and have augmented this licensed technology with patented improvements to the replication process designed to allow us to produce gene therapies at commercial scale. The key steps in our proprietary manufacturing process are the following:

- We use a gene cassette containing the therapeutic transgene together with the appropriate promoter and other DNA components required for replication and packaging by the AAV vector.
- We insert the gene cassette into the genome of a baculovirus, which we use as an engineering tool in our manufacturing process to generate the AAV particles that are ultimately used for the therapeutic intervention.
- We then infect insect cells derived from Spodoptera frugiperda, the caterpillar stage of the fall army worm moth, with the baculovirus containing the gene cassette.
- At the same time, we infect these cells with two additional baculoviruses containing the elements needed for the proteins of the shell, or capsid, of the AAV vector, and the replication proteins required to create multiple copies of the gene cassette that are subsequently packaged into the AAV capsids. The replication proteins we use incorporate our patented modifications to increase the efficiency of production, and in particular to effect an increase in the proportion of particles containing the therapeutic gene cassette, rather than empty vectors, and to reduce impurities. Our patented modifications also make it possible to efficiently package the equivalent of double-stranded, or self-complementary, DNA into the capsids, which results in increased protein expression levels from the transgene compared with single-stranded DNA.

- We incubate the cells infected with the three different baculoviruses for three days. During this time, the cells produce large numbers of the AAV vector particles containing the gene cassette.

- After three days, we harvest the cells and treat them with a solution known as a lysis buffer to burst the insect cells, which releases the AAV vectors.

- We then purify, concentrate and filter the AAV vectors to yield a pure, high-grade AAV vector suitable for use in therapeutic interventions.

We have begun commercial-scale production of Glybera and expect that once the build-out of our Lexington, Massachusetts facility is complete, our manufacturing process and facilities will enable us to produce Glybera and many other gene therapies cost-effectively at commercial scale.

Our Strategy

Our strategic goal is to transform the paradigm of care for many severe and chronic diseases by moving from the short-term management of symptoms to potentially curative resolution of the disease through sustained therapeutic gene expression in target tissues. We are building on the capabilities that have enabled us to obtain the first regulatory approval of a gene therapy in the European Union to address a range of diseases for which we believe we can reach the market with a gene therapy ahead of our competitors. We seek to achieve our goal by pursuing the following key objectives:

- ***Maximize the value of Glybera.*** We are working with our collaborator Chiesi to commercially launch Glybera in the European Union in the first half of 2014. We and Chiesi also plan to seek additional marketing approvals for Glybera in countries outside the European Union that are covered by this collaboration. We have agreed to manufacture and supply to Chiesi its commercial requirements of Glybera. We are working with Chiesi to establish a gene therapy pricing and business model for Glybera that is designed to capture the significant value we believe Glybera delivers to patients and the healthcare system. We believe that our collaboration with Chiesi will enable us to efficiently access markets in which Chiesi has a commercial presence. We are also applying our experience in obtaining EMA approval of Glybera to our development strategy in the United States. We met with the FDA in August and December 2013 to discuss the regulatory pathway for Glybera and we plan to file an IND with the FDA for Glybera in the first half of 2014. If we receive regulatory approval from the FDA, we currently plan to market Glybera in the United States ourselves. Outside the United States and the Chiesi territory, we intend to determine on a case by case basis whether to pursue regulatory approval and commercialize Glybera on our own or to do so through partnerships with regional and national biotechnology or pharmaceutical companies.

- ***Exploit the potential of our gene therapy platform to develop AAV-based gene therapies for additional orphan monogenic diseases and selected chronic and degenerative diseases.*** We believe that gene therapy is well-suited as an approach for the treatment of monogenic diseases as only a single genetic defect needs to be addressed. We are initially focusing on orphan monogenic diseases that affect small patient populations because we expect to be able to complete clinical trials with relatively small numbers of patients and take advantage of the specialized regulatory approval processes for these rare conditions that exist in some countries. As a result, we anticipate that these programs may be more cost-effective to complete and have shorter timelines than are customary for other diseases and conditions. In addition to our programs in monogenic diseases, we plan to develop gene therapies for chronic and degenerative diseases that result from the body's inability to produce a necessary protein or enzyme and that affect larger populations, such as Parkinson's disease.

- ***Leverage our competitive strengths to retain our position as a leading gene therapy company and to establish additional collaborations.*** We believe our experience and expertise in gene therapy research and development and our proprietary manufacturing capabilities make us an attractive collaborator for academic research institutions and biotechnology and pharmaceutical companies seeking to advance their programs into larger, late-stage clinical trials that require commercial-scale manufacturing. We believe that these collaborations will enable us to gain access to early clinical programs and related

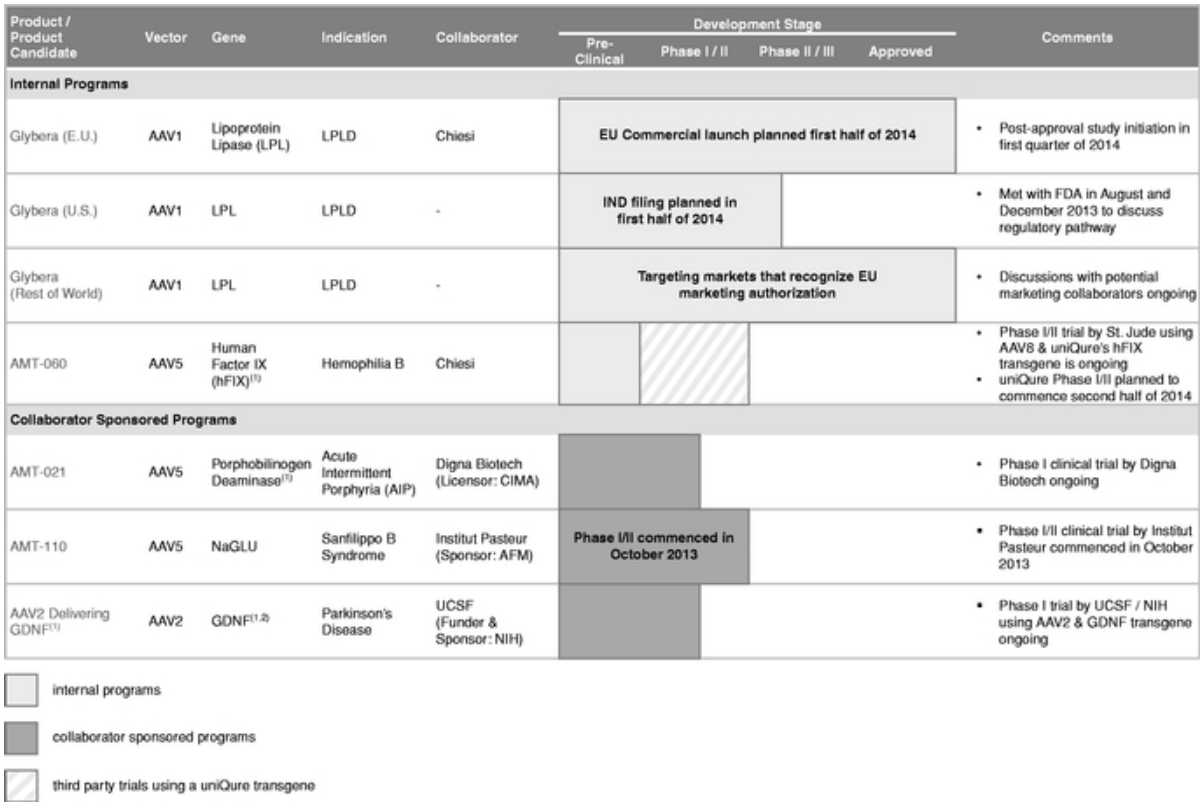
data, as well as promising transgenes and other intellectual property, with limited financial investment by us. We also believe that we can be a consolidator of gene therapy assets by entering into license and other arrangements with these types of entities.

- ***Continue to invest in our technology platform and expand our modular capabilities.*** We are continuously innovating, building and expanding our vector delivery and manufacturing technologies to further capitalize on the potential of gene therapy. We are currently focusing on developing:

  - next-generation AAV vectors with the potential for increased gene expression through improved cell-specific delivery and efficient release of DNA in the cell nucleus;
  - methods to allow successful re-administration in cases in which a one-time treatment may not be sufficient; and
  - methods for the successful control of gene expression following gene transfer, including the ability to terminate expression if needed.

Product and Development Pipeline

In addition to Glybera, our development pipeline includes our internal program for hemophilia B, two collaborator-sponsored programs for monogenic diseases, one collaborator-sponsored program for a chronic degenerative disease and several programs in early preclinical development. The following chart provides summary information on the most advanced of these programs:



(1) hFIX, GDNF and PBGD transgenes have been exclusively licensed to uniQure.

(2) The trial commenced in May 2013; gene therapy was produced using mammalian-cell based process.

Internal Program: Glybera

Overview

Glybera is a gene therapy that is designed to restore the LPL enzyme activity required by tissues of the body to clear, or process, fat-carrying chylomicron particles that are formed in the intestine and transported via the lymphatic system to the blood after a fat-containing meal. The product consists of an engineered copy of the human LPL gene packaged with a tissue-specific promoter in a non-replicating AAV1 vector, which has a particular tropism for muscle cells. In order to improve activity, we use a naturally occurring variant of the LPL gene that has higher enzyme activity than the normal version of the gene that encodes the protein. We produce Glybera using our insect cell-based manufacturing process. Clinicians administer Glybera in a one-time series of up to 60 intramuscular injections in the legs. The patient is administered spinal anesthesia or deep sedation during the procedure. In addition, an immunosuppressive regimen is recommended from three days prior to and for 12 weeks following Glybera administration.

LPLD Disease and Market Background

LPLD is a serious, debilitating disease caused by mutations in the LPL gene, resulting in significantly diminished or absent activity of the LPL protein. LPLD results in hyper-chylomicronemia, or dramatic and potentially life-threatening increases in the level of large fat-carrying particles, called chylomicrons, in the blood after eating. LPLD patients suffer from a wide range of serious disease manifestations. A prominent manifestation of the disease, resulting from elevated levels of chylomicrons in the blood, is acute and recurrent pancreatitis, which often leads to recurrent admission to hospitals and intensive care units, or ICUs. Chronic pancreatitis may also lead to pancreatic insufficiency that may result in decreased or absent production of digestive enzymes, increased risk of glucose intolerance and diabetes mellitus. In addition, the chronic dysregulation in lipid metabolism may lead to an increased risk of cardiovascular events. The most severe cases of acute pancreatitis are associated with an increased risk of death. In daily life, LPLD patients experience recurrent and chronic abdominal pain, eruptive xanthomas, or depositions of yellowish cholesterol-rich material in the skin, and neurological manifestations, which include headache, itching, tingling and burning sensations.

Women with LPLD experience additional complications. During pregnancy, natural increases in triglycerides may increase the risk of pancreatitis, which can put both the mother and the unborn child at considerable risk. Extreme dietary fat restriction to less than two grams per day during the second and third trimester with close monitoring of plasma triglyceride concentration may be required. Breastfeeding may not be possible beyond the first few days since the breast milk is unlikely to be nutritionally complete. The likelihood of gestational diabetes is increased in LPLD mothers. Furthermore, oral birth control and hormone replacement therapy are not advised since estrogen can cause dramatic increases in plasma triglycerides, which may lead to pancreatitis.

Prior to Glybera, there was no approved therapy for the treatment of LPLD. Clinicians advise LPLD patients to adhere to a strict diet restricting fat to less than 20% of daily calorie intake and to abstain from alcohol. Compliance with this dietary regimen is very difficult. Even with good compliance, the regimen is often ineffective in reducing hyper-chylomicronemia. LPLD patients therefore remain at increased risk for potentially lethal pancreatitis. These restrictions, as well as the need for frequent hospitalizations and the constant fear of encountering pancreatitis attacks, have a significant negative impact on the daily activity level of LPLD patients and on their quality of life.

The medical literature generally states that the prevalence of LPLD is approximately one person per million people. However, we believe that this prevalence number was not based on an epidemiological study, but rather was simply an estimate based on a non-systematic review of individual published case reports of patients with the disease. Historically, physicians have not routinely tested patients for LPLD as there was no reason to do so in light of the absence of any treatment options. In market research that we

commissioned from IMS Health, an international health information firm, key opinion leader physicians in the United States generally were of the view that LPLD may be significantly under-diagnosed.

We commissioned a third party study conducted in 2011 in Germany and the Netherlands of an experimental LPLD diagnostic test for LPLD. This unpublished study involved 314 patients with severe hypertriglyceridemia at 15 lipid centers. Severe hypertriglyceridemia is a highly abnormal elevated level of triglycerides in the blood and is commonly found in LPLD patients. In this study, eight of the patients tested had at least one known pathogenic mutation of the LPLD gene and a clinical manifestation of LPLD.

The number of likely LPLD patients as a percentage of the total patients in this study (8/314) was, therefore, 2.55%. In a 1982 study by Brunzell and Bierman published in *Medical Clinics of North America,* the authors estimated that there were approximately 180 persons per million in the United States with severe hypertriglyceridemia. On this basis, there would be approximately 4.6 persons with LPLD per million people (180 × 2.55%). Because of the small number of patients in the study described above and the absence of other studies, we currently estimate the number of LPLD patients per million people to be in the range of three to six. This estimate is preliminary in nature, and we plan to conduct additional studies to establish a more precise estimate. Based on an article by Tremblay et al. published in the *Journal of Lipidology* in 2011, we further estimate that approximately 50% of persons with LPLD experience severe or multiple pancreatitis attacks.

Glybera Regulatory Status

In October 2012, the European Commission granted a marketing authorization for Glybera under exceptional circumstances as a treatment for adult patients diagnosed with familial LPLD confirmed by genetic testing, detectable levels of LPL protein, and suffering from severe or multiple pancreatitis attacks despite dietary fat restrictions. The EMA ultimately assessed the combined quality, safety and efficacy data sets collected in the period from 2005 to 2011 using a totality of evidence approach. On this basis, the EMA considered clinical benefit to be sufficiently established to allow for positive benefit-risk estimation in an exceptional circumstance setting. Marketing authorization under exceptional circumstances in the European Union is available for products for which the target indications are so rare that comprehensive data on efficacy and safety cannot reasonably be expected to be available prior to commercial launch. In the European Union, we have been granted orphan drug exclusivity for Glybera for treatment of LPLD until October 2022, subject to the conditions applicable to orphan drug exclusivity. The FDA has also granted orphan drug designation to Glybera for treatment of LPLD.

When we began this clinical program in 2005, researchers had only a poor understanding of the link among the missing LPL enzyme activity, measurable metabolic lipid dysregulation and the actual disease manifestations of LPLD. Earlier research had suggested an association between higher than normal plasma triglyceride levels and pancreatitis, and we therefore believed at the time that triglycerides could provide a useful surrogate marker for a reduction in pancreatitis risk. Based on this hypothesis, initially we aimed to demonstrate a relevant and sustainable reduction in plasma triglycerides in our clinical trials. As the clinical development program progressed over the following years, however, we developed new mechanistic insights that led us to shift our focus from triglyceride levels to reductions in the level of newly formed chylomicrons after a meal as a relevant biological marker of LPL activity, and as such an appropriate surrogate marker for efficacy. During the clinical development program, we refined our working hypothesis and established a scientific rationale that links the expression of enzymatically active LPL and sustained improvement of such chylomicron metabolism after a meal with a reduced risk of pancreatitis attacks.

Within the EMA, the Committee for Human Medicinal Products, or CHMP, assesses drugs for human use. For gene and cell therapy drugs, the CHMP coordinates its assessment with the EMA's Committee for Advanced Therapies, or CAT, which is primarily responsible for the scientific evaluation of gene and cell therapies. The CAT provides a draft opinion to the CHMP on the quality, safety and efficacy of gene and cell therapies that are submitted for approval.

We initially submitted a marketing authorization application to the EMA in December 2009 and finally received marketing authorization in October 2012. During the review process, we answered, to the CHMP's and CAT's satisfaction, all of their questions regarding the safety of the vector and the manufacturing process, which had historically been matters of key concern for gene therapies. Nevertheless, in their initial decision in June 2011, both the CAT and the CHMP determined that the benefit-risk balance was negative for the treatment of all patients with LPLD. We requested a reexamination, and in October 2011, the CAT gave a positive opinion for the treatment of the subset of patients with LPLD suffering from severe or multiple pancreatitis attacks despite dietary fat restrictions. The CHMP, however, determined that there were not enough data points to show efficacy in a sufficient number of patients over a sufficiently long time period, and again recommended against approval at that time.

In January 2012, the European Commission recommended that the CHMP reassess its decision, requesting a further review for the proposed use of Glybera only in patients with severe or multiple pancreatitis attacks. In April 2012, the CHMP recommended against approval, but this recommendation was considered void for procedural reasons, and the CHMP then reassessed Glybera again for the proposed restricted population. In June 2012 the CAT gave a positive opinion and in July 2012 the CHMP recommended approval for the restricted population of adult patients diagnosed with familial LPLD confirmed by genetic testing, with detectable levels of LPL protein, and suffering from severe or multiple pancreatitis attacks despite dietary fat restrictions, subject to specified conditions, including additional post-marketing studies for efficacy. The CHMP recommendation was made by the majority of its members, with 17 members voting in favor and 15 dissenting. The European Commission granted this approval in October 2012.

Pursuant to the European Commission's decision to approve Glybera under exceptional circumstances, Glybera must be administered only under strict medical supervision. In addition, we must undertake an additional post-approval clinical trial and establish a patient registry, described below.

Post-EU Approval Program for Glybera

Post-Approval Clinical Trial. We currently plan to enroll 12 patients with LPLD, along with eight healthy volunteers, in our planned post-approval clinical trial of Glybera. LPLD patients will receive a fixed dose of Glybera of $1x10^{12}$ genome copies per kilogram of body weight, which is the measure of the number of copies of the gene administered to the patient based on the patient's weight, in a single series of intramuscular injections. The LPLD patients will also receive an immunosuppressive regimen for a period beginning three days and ending 12 weeks after Glybera administration. We expect to enroll four LPLD patients per year and to complete the study by the middle of 2019, including a two-year follow up period. The primary objective of this post-approval study will be to investigate the effect of Glybera on chylomicron metabolism after a meal in LPLD patients both prior and after treatment with Glybera over a two-year period. We also intend to investigate:

- the clinical response of Glybera in LPLD patients using a range of parameters, including the incidence and severity of pancreatitis attacks, general LPLD disease manifestations and quality of life scales; and
- chylomicron metabolism after a meal in healthy volunteers.

The EMA has approved the protocol for this clinical trial. We currently anticipate that we will commence this clinical trial in the first quarter of 2014. We anticipate that we may seek to amend the protocol for this post-approval trial to address the requirements of the FDA, as described below.

Planned LPLD Registry. Another condition of the EMA approval of Glybera under exceptional circumstances is that we maintain a registry of LPLD patients. The objectives of the LPLD registry are to:

- collect, analyze and present available clinical safety and efficacy information in LPLD patients treated with Glybera over a 15-year period; and
- to collect natural history information in LPLD patients not treated with Glybera.

We intend to collect data during the course of treatment and at approximately annual intervals during the first two years post-treatment and every two to three years thereafter. The objectives will be to assess the:

- long-term safety of Glybera;
- long-term clinical response to Glybera; and
- epidemiology of LPLD and the demographics of LPLD patients.

The EMA has reviewed and approved the protocol for this patient registry. We anticipate that we will commence the patient registry in the first quarter of 2014. We are required to implement this registry prior to the commercial sale of Glybera.

We are also currently in the process of collecting additional long-term follow-up information in patients previously treated with Glybera, as an extension of the case note review described below, in order to further substantiate the data that we initially submitted to the EMA and that we intend to include in the data package we expect to submit to the FDA.

Planned United States Program for Glybera

We met with the FDA in August and December 2013 to discuss the regulatory pathway in the United States for Glybera. In contrast with the European Union, the United States does not have a process to approve marketing of a drug under exceptional circumstances. In our meetings, the FDA advised that it would require data in addition to what we had submitted to obtain marketing approval for Glybera in the European Union and that it would not accept changes in chylomicron metabolism in isolation as a clinically meaningful biomarker for efficacy. The FDA recommended that we identify the clinical manifestations of LPLD for which Glybera might have the best prospects for demonstrating a meaningful impact in designing an adequate and appropriately controlled confirmatory trial. We may seek to amend the protocol for the European Union post-approval trial of Glybera described above so that such trial also could serve as such a confirmatory trial with a design that addresses the FDA requirements. In any event, we plan to file an IND with the FDA for Glybera in the first half of 2014 so that we can include United States LPLD patients in the post-approval trial. We also believe the patient registry described above that we are required to establish as part of our post-EU approval program will provide valuable data for the FDA to consider as part of the totality of our United States regulatory submissions. Our current expectation, subject to satisfactory completion of regulatory discussions with the FDA, is to have sufficient data from a confirmatory trial of Glybera and the patient registry to file a BLA for Glybera with the FDA in late 2016 or 2017.

Glybera Commercialization Plan

We expect to launch Glybera commercially through our collaboration with Chiesi in selected countries in the European Union in the first half of 2014. We and Chiesi are working together through a joint commercialization committee to, among other things, plan a market roll-out strategy in the territory covered by the agreement, including developing a business model for the commercialization of a therapy administered in a one-time intervention. We and Chiesi are building new models for product pricing and reimbursement, expanding key opinion leader relationships, identifying centers of excellence, and developing physician and patient education and patient access programs.

Pricing and Reimbursement in the European Union. To obtain payment coverage for Glybera from the relevant pricing and reimbursement agencies in countries in the European Union, Chiesi must generally submit price and reimbursement dossiers to the relevant bodies in each country. Chiesi is in discussions with these bodies in several countries, and expects to begin commercial sales during the first half of 2014. We expect that reference prices in the larger countries in the European Union will provide a basis for pricing discussions in other countries in the European Union. Pricing and reimbursement decisions are made on a country-by-country basis in the European Union and no country is under the obligation to follow another's pricing; however, prices in one country can influence the price level in other countries.

In developing our pricing strategy for Glybera we have commissioned third party research studies by Simon Kucher & Partners, a global consulting firm specializing in strategy, marketing, pricing and sales, on the pricing framework and are developing business models for gene therapies and orphan drugs in the markets we are targeting. In developing our pricing strategy, we and Chiesi considered current orphan disease treatments. We believe that Chiesi will seek a price for Glybera in the European Union reflecting the anticipated multi-year benefit of a one-time administration therapy and the unmet medical need of LPLD patients. We also believe that Glybera's effect in reducing pancreatitis attacks will result in a reduction of related hospitalizations and ICU stays, with attendant cost savings to the health care system. Based on the disease and therapy profiles, we believe that a one-time, up-front pricing model may be more in line with current analysis in pricing and reimbursement than an annuity model, which would provide for recurring periodic payments over a patient's lifetime. We therefore currently consider that a one-time price per patient treatment with Glybera to be the likely pricing model.

As an example of the pricing and reimbursement process, in Germany, the largest European Union market, commercial sales of Glybera in the out-patient setting could begin immediately after submitting the price and reimbursement dossier to the Gemeinsamer Bundesausschuss, or G-BA, even if the competent pricing and reimbursement bodies have not completed the benefit assessment and a price has not been agreed at that time. The G-BA decides on early benefit assessment of innovative pharmaceuticals. A different final price may take effect following the final price assessment, which may take up to 12 months following the initial sales of Glybera, and sales made thereafter would be made at that final price.

A further option for market access and sales of Glybera in Germany would be within the in-patient setting via a process known as Neue Untersuchungs- und Behandlungsmethoden, or NUB. Each hospital must separately apply for pricing and reimbursement levels for technologies that have recently been introduced in Germany. Such approvals can take significant time.

Commercial Preparation and Roll-Out. Chiesi plans to identify centers of excellence in each of the five largest European Union markets—France, Germany, Italy, Spain and the United Kingdom—where Glybera will be administered. Chiesi is developing a strategy to facilitate patient referrals to these centers, in part through broader educational efforts and outreach to relevant medical practitioners throughout the European Union. As part of this effort, we have established a publications library of clinical and non-clinical materials regarding Glybera and materials for key opinion leaders, as well as materials regarding LPLD and gene therapy generally.

If we obtain marketing approval for Glybera in the United States, we currently plan to commercialize Glybera ourselves. We have begun preliminary preparations for a potential launch in the United States, including commissioning a third party pricing and reimbursement study, and have conducted two market research studies directed at key opinion leaders. We have also initiated the development of a diagnostic referral program, engaged in key opinion leader and patient identification efforts and begun networking with key patient organizations in the United States.

Glybera Clinical Development to Date

Our clinical development program for Glybera to date has consisted of three noncontrolled, prospective, open-label clinical trials in which we administered Glybera to a total of 27 LPLD patients. In addition, we carried out a retrospective case note review of 17 of the 27 patients to determine the impact of Glybera treatment on the frequency and severity of pancreatitis events. Our clinical development program for Glybera included trials with our AMT-011 product candidate, which was produced using our insect cell-based manufacturing process, as well as AMT-010, a predecessor product candidate produced using a mammalian cell-based manufacturing process.

Overall Results of Clinical Program

In recommending approval of Glybera for a subset of LPLD patients under exceptional circumstances in July 2012, the CHMP accepted that the effect of Glybera on chylomicron metabolism could be considered a relevant biological marker of efficacy, although it noted that this had not been fully validated. The CHMP also recognized that, given the combination of the rarity of the disease and the varying levels of genetic penetration in LPLD patients, we were unable to provide comprehensive data on efficacy and safety under normal conditions of use prior to approval. The CHMP further noted the lack of consistency of the data on clinical benefit. Using a totality of the evidence approach, the CHMP assessed the quality, efficacy and safety of Glybera by combining the information from the different trials with individual patient profiles. On this basis, the following combined results assessed across the three clinical trials and the case note review from our clinical development program for Glybera provided the basis for the CHMP's positive recommendation to approve Glybera under exceptional circumstances:

- In one clinical trial, we observed a clear indication of a consistent and significant biological effect of Glybera on chylomicron metabolism after a meal, with significant improvement in chylomicron metabolism in all five patients seen at week 14 and all three patients seen at week 52 after a single treatment.

- In the clinical case note review involving a total of 17 patients, we observed a reduction in pancreatitis events and severity of attacks in nine of the 12 patients who had a history of pancreatitis. Although these observations were made in a small number of patients for varying pre-treatment observation periods, and subject to statistical limitations, they suggested that Glybera leads to a clinically relevant reduction of pancreatitis risk in nine of 12 patients with severe or multiple pancreatitis attacks. This was supported by the reduction in the total number of hospital admissions and ICU stays.

- On the basis of the clinical program and the case note review, a positive benefit/risk was considered shown in the subset of patients defined by the restricted indication proposed for Glybera in adult patients diagnosed with LPLD and suffering from severe or multiple pancreatitis attacks despite dietary fat restrictions. The indication was restricted to patients with detectable levels of LPL protein.

- A link between LPL expression, sustained improvement of chylomicron metabolism after a meal, both at 14 and 52 weeks following treatment, and a reduced risk of pancreatitis attacks was observed in two subjects who suffered from multiple recurrent pancreatitis and abdominal pain events before treatment. These findings, although highly limited by the limited number of observations, suggested a correlation between biochemical and clinical data in these two individual subjects. Sustained improvement in chylomicron metabolism after a meal in a third subject 52 weeks following treatment was also noted. Further, the data on LPL enzyme expression and function in injected and non-injected muscles, along with other relevant clinical and preclinical data provided indications of functional expression.

The following table provides key information about the clinical program that we have carried out to date for Glybera:

Summary of Glybera Clinical Development Program

STUDY:	NO. OF PATIENTS	OBJECTIVES	DURATION OF FOLLOW-UP
Retrospective Analysis:			
Case Note Review AMT-011-03	17	• Effect on frequency and severity of pancreatitis in patients treated with Glybera in prior clinical trials	Retrospective case note review of patients through 2010
Clinical Trials:			
Phase II/III trial AMT-011-02	5	• Effect on chylomicron metabolism at 14 and 52 weeks • LPL activity at 3 months • Safety	1 year
Phase II/III trial AMT-011-01	14	• Safety • Effect on triglyceride levels at 12 weeks • LPL activity in the muscle at 6 months	5 years
Phase I/II trial AMT-010-01	8	• Safety • Effect on fasting triglyceride levels at 12 weeks	5 years

Safety. In our clinical development program, Glybera demonstrated an acceptable overall safety profile. There were a total of 48 serious adverse events in these three clinical trials, only two of which were determined to be related to Glybera, a pulmonary embolism and fever. The most frequent adverse events were reactions associated with the injection procedure. These reactions were transient and mild to moderate. Further, immune responses to either the vector or the transgene were mild and there was no clinical evidence of long-term effects on muscle function, although muscle function was not formally tested. The shedding data illustrated that the vector was gradually eliminated from various bodily fluids with only low concentrations detected beyond 12 weeks following treatment.

AMT-011-03: Case Note Review

From January 2011 to March 2011, we conducted a review of hospital admission and discharge records for 17 patients previously treated with Glybera in clinical studies AMT-011-01 and AMT-011-02, in order to determine the frequency and severity of reported acute abdominal pancreatitis episodes. These data included:

- historic acute abdominal pain events;
- the development of chronic pancreatitis; and
- the development of pancreatic insufficiency.

In addition, we collected additional information regarding past medical history and prior hospital admissions of the patients.

We presented the data from individual patients as subject profiles to a panel of independent medical experts with expertise in the assessment and treatment of LPLD subjects and pancreatitis. This panel

evaluated these data using the Revised Atlanta Diagnostic Criteria, which are international consensus criteria commonly used to classify acute abdominal pain events as either "definite acute pancreatitis," "probable acute pancreatitis," "abdominal pain" or "other." The panel evaluated the number, frequency, and severity of episodes of pancreatitis and then the extent of LPLD disease progression. The panel identified 77 events in subjects treated with Glybera that conformed to the Atlanta Diagnostic Criteria for pancreatitis. Using retrospective control data, the analysis of pancreatitis events indicated that the frequency of acute abdominal events and pancreatitis in LPLD subjects decreased after the treatment with Glybera, but the data in isolation were not considered sufficiently strong to support a claim of a clinically relevant reduction in pancreatitis risk.

For this reason, in its assessment of the data from the AMT-011-03 case note review, the CHMP requested that data also be presented in the form of individual patient profiles in the 12 patients with the most severe manifestations of the disease, multiple recurrent pancreatitis and abdominal pain events, before treatment. The profiles indicated a reduction in pancreatitis events and severity of attacks in nine of these 12 patients, suggesting that Glybera leads to a clinically relevant reduction of pancreatitis risk in patients with severe or multiple pancreatitis attacks. This was supported by the reduction in hospital admissions and ICU stays.

Phase II/III Clinical Trial (AMT-011-02)

We initiated our second Phase II/III clinical trial of Glybera in Quebec, Canada in the first quarter of 2009. We describe this as both a Phase II and Phase III clinical trial because it was designed to support, if successful, an application for marketing approval of Glybera. We utilized our insect cell-based manufacturing process to manufacture the Glybera used in this trial. The purpose of this study was to understand the effect of Glybera on chylomicron metabolism and to evaluate and validate the use of a radiolabeled tracer to measure the appearance and removal of newly formed chylomicrons after eating as a relevant biological marker and primary endpoint instead of total plasma triglyceride levels. We treated five patients. Per the inclusion criteria, all trial participants:

- suffered from LPLD as confirmed by genetic testing;
- were on a low-fat diet with reduced LPL activity;
- had LPL activity 20% or less of normal levels;
- had LPL mass at least 5% above normal;
- had triglyceride levels of more than 10 millimoles per liter, or mmol/L, which is the level indicating increased risk of pancreatitis; and
- had a history of pancreatitis.

Each patient received one intramuscular dose of 1×10^{12} genetic components per kilogram of body weight, or gc/kg, which is the measure of the number of copies of the gene administered to the patient based on his weight as well as an immunosuppressant course of treatment to prevent immune responses to Glybera interfering with efficacy results.

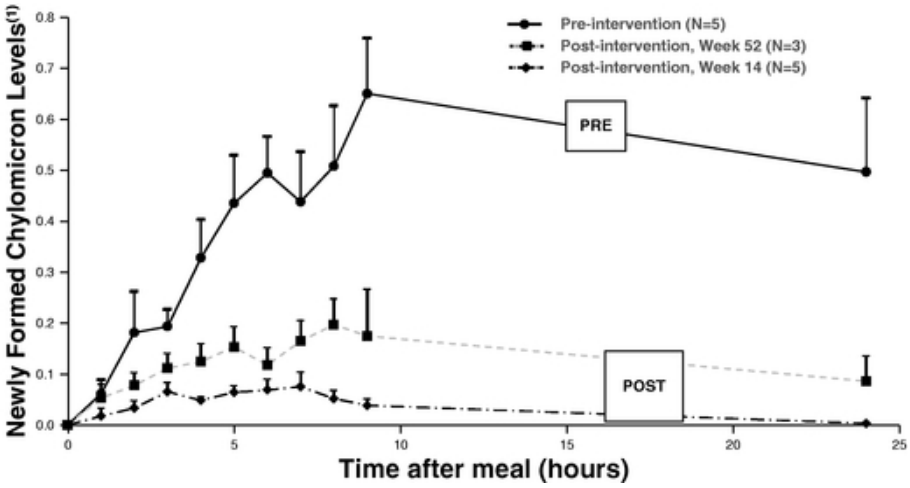
The key results were as follows:

- in the five patients measured at 14 weeks, metabolism of chylomicrons newly formed after eating improved over baseline, with a reduction of an average of 79% at six hours after eating and an average of 93% at 24 hours after eating, compared with baseline; and
- in the three patients measured at 52 weeks, improvements in metabolism of chylomicrons newly formed after eating as compared with baseline persisted, with a reduction of an average of 50% at six hours after eating and an average of 68% at 24 hours after eating, compared with baseline.

The graph below depicts the appearance and removal of newly formed chylomicrons in the blood over a 24-hour period after a standardized meal, through use of a radiolabeled tracer. Patients were observed prior to treatment with Glybera, and at 14 weeks and 52 weeks following treatment. In LPLD patients only very limited and slow metabolism of chylomicrons occurs during a 24-hour period. The top line in the graph

represents the pretreatment condition and depicts mean levels of newly formed chylomicrons in the five patients prior to treatment with Glybera. We observed a consistent and significant improvement in the appearance and removal of newly formed chylomicrons from the blood in all five patients measured at week 14 after treatment, represented by the bottom line in the graph, and all three patients measured at week 52 after treatment, represented by the middle line in the graph. We believe that the improvement in newly formed chylomicron metabolism reflects an increase in LPL activity post treatment with Glybera.

Appearance and Removal of Newly Formed Chylomicrons Post-Meal



(1) Depiction of mean levels of newly formed chylomicrons using a radiolabeled tracer measured by tritium activity (in centimorgans). Participants consumed a standardized meal containing tritium-marked particles, which were measured in newly formed chylomicrons in the 24-hour period after the meal.

In addition, in muscle biopsies in three out of five patients, a one-time administration of Glybera led to sustained expression of the LPL gene and biological activity of the protein in muscle. The muscle biopsy data obtained post-intervention, together with the chylomicron data, suggest that Glybera resulted in enzymatically active LPL expression in these patients, and that this restored LPL actively was able to exert an effect on lipid metabolism despite plasma triglyceride levels typically returning to baseline by this time point.

Phase II/III Clinical Trial (AMT-011-01)

Our first Phase II/III, clinical trial of Glybera was a dose escalation trial, which we initiated in Québec, Canada, in the third quarter of 2007. We utilized our insect cell-based manufacturing process to produce the Glybera used in this clinical trial.

We treated a total of 14 LPLD patients under the same principal inclusion criteria as in our 2009 Phase II/III clinical trial described above. Prior to the clinical trial, subjects participated in an observational study to establish baseline data. We divided patients into three cohorts for treatment with a single-dose intramuscular injection. One cohort of two patients and one cohort of four patients each received an intermediate dose of 3×10^{11} gc/kg, and the third cohort of eight patients received a lower dose of 1×10^{12} gc/kg. The second higher-dose cohort and the third cohort were also given an immunosuppressant course of treatment to prevent immune responses to Glybera interfering with efficacy results, based on our observations in our Phase I/II clinical trial. We established the cohort without this course of immunosuppressant as a bridge from the results of our Phase I/II clinical trial.

The key results relating to the primary endpoints were as follows:

- seven of the 14 patients, or 50%, reached the primary efficacy endpoint of a 40% reduction in median triglyceride levels during the period three to 12 weeks after treatment, including five of the eight patients, or 62.5%, in the highest dosing cohort; and

The results relating to the secondary endpoints were as follows:

- four patients met the secondary efficacy endpoint of a median fasting plasma triglyceride level of less than or equal to 10 mmol/L between three and 12 weeks post-treatment; and

- initial reductions in plasma triglyceride levels were statistically significant, but at 26 weeks post-treatment plasma triglyceride levels had returned to baseline.

In addition, we observed the following:

- lipid uptake in muscle cells was evident in biopsies in all seven participants from whom biopsies were obtained; and

- evidence supporting changes in lipoprotein distribution, which supported the rationale for the subsequent trial.

As described above, during the course of our clinical development program for Glybera we developed new mechanistic insights that led us to shift our focus from triglyceride levels to reductions in chylomicron levels after a meal as a biological marker of LPL activity.

Phase I/II Clinical Trial (AMT-010-01)

Our initial Phase I/II clinical trial of Glybera was a dose escalation trial that we conducted at the Academic Medical Center, University of Amsterdam, Netherlands, in 2005. Unlike our later trials, in which we used Glybera that we produced with our insect cell-based manufacturing process, in this trial we used Glybera that we produced in a mammalian cell-based manufacturing process. We treated eight LPLD patients under the same inclusion criteria as in our 2009 Phase II/III clinical trial described above, except that we did not require a history of pancreatitis. Prior to the clinical trial, subjects participated in an observational study during which they maintained a low-fat diet in order to establish baseline triglyceride levels.

The key result relating to the primary endpoint was as follows:

- at 12 weeks after treatment, all patients showed a reduction in median triglyceride levels from baseline, and for three of them the reduction was greater than 40%.

The results relating to the secondary endpoints were:

- muscle biopsies 10 to 36 weeks after treatment in seven of the eight trial participants suggested that administration of Glybera led to long-term biological activity and expression of protein in the injected muscle; and

- we observed an immune response to AAV and determined that we should administer an immunosuppressant regimen in future trials.

From the point 12 weeks post-treatment to the long-term follow-up period at two to three years post-treatment, median triglyceride levels increased to around or above baseline, which we initially interpreted as a potential indication of transient efficacy.

Internal Program: AMT-060 for Hemophilia B

Hemophilia B Disease and Market Background

Hemophilia B is a serious rare inherited disease in males characterized by insufficient blood clotting. The condition can lead to repeated and sometimes life-threatening episodes of external and internal bleeding following accidental trauma or medical interventions. The episodes can cause long-term damage, for example to the joints, and can be fatal if they occur in the brain. The deficient blood clotting results from the lack of functional human Factor IX, or hFIX, a blood clotting factor, as a result of mutations in the relevant gene. The presence of hFIX at greater than 1% of normal levels has a therapeutic effect in promoting clotting. The current standard of care for hemophilia B is prophylactic or on-demand protein replacement therapy, in which frequent intravenous administrations of plasma-derived or recombinant hFIX are required to stop or prevent bleeding. Protein replacement therapy is expensive, often costing approximately $220,000 to $340,000 per patient per year in the United States. Such therapy is also burdensome and does not completely prevent bleeding.

Hemophilia B affects approximately 20 persons per million males in Europe, and 28 persons per million males in the United States, according to the World Federation of Hemophilia. Approximately 60% of individuals with the disease have severe hemophilia, according to the National Hemophilia Foundation, characterized by functional hFIX levels that are less than 1% of normal; 15% of the hemophilia population have moderately severe disease, with 1 to 5% of normal levels; and the remainder have mild disease, with 5 to 50% of normal levels. Based on these estimates we believe that the approximately 60 to 70% of the worldwide patient population with severe to moderate disease would be eligible for treatment with gene therapy.

Overview of AMT-060

The goal of our AMT-060 program is to develop a gene therapy for hemophilia B that restores blood clotting on a long-term and potentially curative basis through the delivery of the functional gene for hFIX into the patient's liver cells. In collaboration with Chiesi, we are developing AMT-060 as a gene therapy consisting of an AAV5 vector carrying an hFIX gene that we have exclusively licensed from St. Jude, in which we have altered the codons to maximize expression, together with the insertion of a liver-specific promoter, LP1. We produce this vector with our insect cell-based manufacturing process. We are designing this therapy for systemic administration through intravenous infusion in a single treatment. We are currently preparing for a Phase I/II clinical trial with this product candidate, which we expect to commence in the second half of 2014. Our collaborator St. Jude is currently conducting a Phase I/II clinical trial in this indication with a gene therapy consisting of an AAV8 vector carrying the same therapeutic gene and produced in a third party mammalian cell-based manufacturing process. We have entered into a co-development agreement with Chiesi for the development and commercialization of AMT-060 in the European Union and other specified countries.

Planned Phase I/II Clinical Trials

We are currently planning to initiate a Phase I/II clinical trial of our AMT-060 product candidate in the second half of 2014 under our co-development agreement with Chiesi. We intend to file an IND and IMPD in order to initiate clinical development of AMT-060 and anticipate that the trial sites will be in Europe. We are designing this clinical trial as a multicenter, open label, prospective, interventional, single dose, dose escalation study to investigate the safety and tolerability of AMT-060 in patients with severe hemophilia B. We currently expect to recruit 13 to 16 male patients between the ages of 18 and 35 with severe, genetically confirmed hemophilia B. The primary objective of this clinical trial will be to assess the safety of systemic administration and determine the maximum tolerated doses. We expect that the secondary objectives will include:

- determining the appropriate dose required to achieve delivery of the transgene resulting in stable expression of hFIX at or above 3% of normal;

- assessing the immune response to the hFIX transgene and to the AAV5 capsid proteins, as well as viral shedding; and
- assessing the need for concomitant hFIX treatment.

The draft protocol calls for initial patient follow-up to last for six months as part of the trial. We then plan to follow patients for safety and therapeutic response at intervals of 24 weeks for three years. We expect data from this clinical trial to be available in the second half of 2015.

Preclinical Program with AMT-060

We are currently conducting a number of preclinical safety and toxicology studies to support our development program for AMT-060, including studies in mice and non-human primates to measure pharmacokinetics, toxicity, shedding patterns, persistence in semen and risk of germline transmission, and carcinogenicity. We expect to complete these safety and toxicology studies by the end of 2013. We need to successfully complete these preclinical studies in order to file for regulatory clearance to initiate our planned Phase I/II clinical trial of AMT-060.

The principal results of our preclinical tests to date are as follows:

- In wild-type mice, intravenous administration of AMT-060 resulted in dose-dependent levels of hFIX levels in plasma. hFIX levels amounted to up to 11% of those in normal human plasma four weeks after infusion, indicating that AMT-060 produced in our insect-cell manufacturing process is biologically active.
- In Rhesus monkeys dosed at one dose level with a single treatment of AMT-060 by intravenous infusion, hFIX levels peaked to 7% to 16% of normal human levels one week after infusion, and stabilized at 5% to 10% of normal human levels two weeks after infusion until sacrifice at 12 weeks after dosing. These kinetics are in accordance with those we and others observed in previous studies, indicating that intravenous administration of AMT-060 produced in our insect cell-based manufacturing process results in a level of hFIX in plasma that is similar to that produced using AAV5 and AAV8 vectors produced in mammalian cells.
- Cynomolgus monkeys dosed at four dose levels with a single treatment of AMT-060 by intravenous infusion showed a linear dose response in relation to hFIX levels. At the top dose, expression levels plateaued at 7%, although the data showed significant variability among subjects. Monitoring over the six months following dosing demonstrated the treatment was well tolerated and safe.
- In mice studies, post-mortem tests showed homogeneous delivery of the vector DNA and transgene expression in the liver. We observed no signs of adverse reactions. Infusion was associated with slight and transient effects in plasma chemistry shortly after dosing, such as a brief increase of liver enzyme activity levels, consistent with the infusion of a viral protein. Necropsy revealed no significant macroscopic or microscopic abnormalities. Overall, administration of AMT-060 in mice resulted in therapeutically relevant hFIX levels and was well tolerated.

Phase I/II Clinical Trial of AAV8-based hFIX Gene Therapy by St. Jude

St. Jude is conducting a Phase I/II open label, dose escalation clinical trial of an hFIX gene therapy in adults with severe hemophilia B. The St. Jude gene therapy consists of the same therapeutic gene cassette we have exclusively licensed, delivered in an AAV8 vector. St. Jude produced the vector in human embryonic kidney cells. The principal investigators of the trial reported interim data from the trial in the *New England Journal of Medicine,* the NEJM, in December 2011. The information in this prospectus about this Phase I/II clinical trial is derived from the NEJM article. We understand from St. Jude that the final data from this clinical trial are expected to be released in the second half of 2015.

This dose escalation trial initially enrolled six male adults suffering from severe hemophilia B, with three dose cohorts of two patients each. The gene therapy was administered in a single dose by infusion into a

peripheral vein. St. Jude followed the participants for six to 16 months after treatment by way of twice weekly clinical evaluations.

The interim data indicated that the administration of the St. Jude gene therapy did not result in acute or long-lasting toxicity in patients with severe hemophilia B. Further, the interim data indicated the following:

- the high dose cohort achieved a stable expression of hFIX at or above 3% of the normal levels while the low and intermediate cohorts did not;
- St. Jude did not detect any neutralizing antibodies and the immune response was consistent with a primary immune response to AAV8; and
- St Jude's did not detect T-cell, or white blood cell, mediated immune responses to hFIX.

St. Jude observed AAV-mediated expression of hFIX at 2% to 11% of normal levels in all patients. Four of the six patients discontinued prophylactic hFIX protein replacement therapy and remained free of bleeding even during activities that had previously led to hemorrhaging. Of the two participants who received the highest dose, one had a transient, asymptomatic elevation of serum aminotransferase levels, which was associated with the detection of AAV8-capsid-specific T cells in the peripheral blood, and the other had a slight increase in liver-enzyme levels, the cause of which was less clear. St. Jude administered a short course of glucocorticoid therapy to those two patients to reduce liver inflammation in an effort to maintain hFIX levels in the range of 3% to 11% of normal values.

Patients experienced a total of three adverse events. Two patients developed anemia after treatment and a third patient had a transient period of below-normal heart rate. No serious adverse events were reported.

We understand from public presentations by the principal investigators for this trial that two additional patients at the highest dose level in this clinical trial have now also demonstrated such long-term expression.

We believe that these interim results constitute proof of concept of the use of this therapeutic gene in treating hemophilia B, which may reduce the risks involved in the development of AMT-060.

Collaborator-Sponsored Programs

We are also collaborating with third parties that are sponsoring early-stage clinical trials of gene therapy product candidates to which we hold specified rights. We believe that this approach enables us to cost-effectively obtain access to preclinical and early-stage clinical results without expending significant resources of our own. As described below, some of these programs utilize clinical materials that we have manufactured as part of our collaborations or gene cassettes that we have licensed. We generally have the rights to the data generated in these collaborator-sponsored clinical development programs, but do not control their design or timing. If we decide to progress any of these programs internally, we may need to develop or in-license additional technology. The most advanced of these programs are the following:

Acute Intermittent Porphyria

AIP Disease and Market Background

AIP is a rare metabolic liver disorder resulting from mutations in the PBGD gene. This gene encodes for the enzyme porphobilinogen deaminase, a liver protein necessary for the production of heme, which is a component of hemoglobin and other blood proteins. Insufficient activity of this protein leads to an accumulation of toxic metabolites, resulting in a wide variety of serious clinical problems, including acute, severe abdominal pain, muscular weakness and an array of neurologic manifestations, including psychiatric episodes, seizures and coma. In the majority of cases, precipitating factors, such as hormonal fluctuations, infections, drugs and dietary changes, trigger attacks. Long-term consequences may include irreversible nerve damage, liver cancer and kidney failure. Patients with AIP experience regular hospitalizations and extremely poor quality of life. Acute attacks can be life-threatening. Current therapies include intravenous

administration of heme and carbohydrate loading, which aim to treat the symptoms only and do not prevent attacks. In some cases, AIP patients require liver transplants.

Overview of AMT-021

We and our collaborator Digna Biotech are developing AMT-021 as a gene therapy to provide long-term normalization of the PBGD protein in order to prevent acute AIP attacks and their complications. The AMT-021 gene cassette contains the PBGD gene, which we exclusively license from CIMA, in which we have altered the codons to maximize expression, together with Alb-hAAT, a liver-specific promoter. We package this gene cassette in our AAV5 vector, which we believe has a tropism for liver cells. We produce AMT-021 using our insect cell-based manufacturing process. AMT-021 is administered through a single intravenous infusion to a peripheral vein. We are a member of the AIPGENE consortium in Europe, through which Digna Biotech, a consortium member, is currently conducting a Phase I clinical trial of AMT-021.

Phase I Clinical Trial Sponsored by Digna Biotech

Digna Biotech commenced a multicenter, open label, prospective, interventional, single dose, dose escalation Phase I clinical trial in December 2012 to investigate the safety and tolerability of AMT-021 in eight patients with severe AIP. Digna Biotech is conducting this clinical trial at two sites in Spain. There are four dosing cohorts in the trial, with two patients per cohort. All patients have been dosed. Digna Biotech will monitor all patients for one year following treatment. Digna Biotech has also completed a prospective pre-treatment observational study of the eight patients enrolled in this clinical trial to assess the evolution of disease-related clinical and laboratory parameters over time and to characterize aspects of disease management, such as AIP-related hospitalization.

The primary objective of this Phase I clinical trial is to assess the safety of systemic administration and to determine the maximum tolerated dose of AMT-021. Secondary objectives include measuring urinary levels of toxic metabolites to determine whether these metabolites can be used as a biomarker of potential treatment effect.

Digna has advised us that through November 30, 2013, there was one serious adverse event in this trial that was determined by the investigator not to be treatment-related. Digna further reported that there were no treatment-related adverse events or liver events related to AMT-021. Digna does not plan to report clinical outcomes data from this Phase I clinical trial until the second half of 2014. However, to date, Digna has not observed a reduction in the urinary levels of toxic metabolites in trial participants that potentially could serve as a surrogate marker for efficacy. We believe that this result may suggest that a relatively high level of transgene expression will be required for a gene therapy to provide a clinical benefit in this indication. This contrasts with an indication such as hemophilia, in which the near or total absence of a protein in the patient means that a relatively low level of gene expression may result in a clinical benefit. In light of the absence of dose-limiting toxicities in the ongoing Phase I clinical trial, upon receipt of the final study data, we plan to consider continuing the trial at higher dose levels or initiating a new clinical trial with a new vector that we are developing that may provide increased potency. Under our consortium agreement with Digna Biotech and the other consortium members, following completion of this Phase I trial we have an exclusive right to use all data related to the program.

Preclinical Program

In preclinical tests by Digna Biotech, AMT-021 resulted in normalization of the PBGD protein in a mouse model of AIP. AMT-021 completely prevented the occurrence of AIP-related attacks and significantly ameliorated the neuropathy that develops in untreated mice. In these preclinical tests, AMT-021 also demonstrated a good safety profile. Key findings from these mouse studies include long-term therapeutic efficacy indicated by:

- the metabolic correction of the hepatic PBGD enzyme activity;
- improvement of motor coordination;

- clearance of AMT-021 from the blood and urine, but not the liver, by 30 days after administration; and
- expression of PBGD in the liver of mice for more than one year.

In addition, in normal non-human primates treated with AMT-021, PBGD enzymatic activity increased by a factor of two in males and by a factor of between three and five in females compared with endogenous levels.

AMT-110 for Sanfilippo B Syndrome

Sanfilippo B Syndrome Disease and Market Background

Sanfilippo B syndrome, or mucopolysaccharidosis type III (MPSIII), is a rare lysosomal storage disease, or LSD, that results in serious brain degeneration in children, and is generally fatal. In this condition, a defect in the a-N-acetylglucosaminidase, or NaGLU, gene results in the accumulation of partially degraded oligosaccharides, or carbohydrates, of heparan sulfate, which are molecules that regulate various developmental processes. NaGlu is necessary for the degradation of heparan sulphate. The clinical manifestations are mainly neurological, with early symptoms observed during the first five years of life, leading to progressive deterioration of cognitive abilities. Affected children require specialist care between ages two and six and progressively develop profound mental retardation with severe muscle problems. Death occurs at the median age of 15. No treatment for Sanfilippo B is currently available.

Overview of AMT-110

We and our collaborator Institut Pasteur are developing AMT-110 as a gene therapy for Sanfilippo B syndrome. The gene cassette contains the NaGLU gene and is packaged in an AAV5 vector, which we believe has a tropism for neurons. We produce AMT-110 using our insect cell-based manufacturing process.

We believe that if the results of this clinical trial are positive, it will constitute proof of concept of the administration to the brain of a gene therapy for lysomal storage diseases.

Phase I/II Clinical Trial with AMT-110 Sponsored by Institut Pasteur

Our collaborator Institut Pasteur commenced a Phase I/II open label trial of intra-cerebral administration of AMT-110 for the treatment of children with Sanfilippo B syndrome in October 2013. We understand from Institut Pasteur that final data are expected in the first half of 2015. This Phase I/II clinical trial is being conducted in Paris, France, and is scheduled to run over an eight- to 12-month period, with a follow-up period of one year for each patient. Pursuant to our collaboration agreement with Institut Pasteur, we have manufactured the clinical material that Institut Pasteur is using in this trial.

The protocol for this single-dose Phase I/II clinical trial calls for the inclusion of four Sanfilippo B syndrome patients between the ages of 18 months and five years with NaGLU levels less than 10% of those found in the general population. Patients will receive an immunosuppressant course of treatment prior to administration of the therapy, to prevent an immune response to either the AAV vector capsid or the expressed protein. The primary objective is to evaluate the clinical, radiological and biological safety of the proposed treatment. The secondary objective is to collect data to define exploratory tests that could inform further clinical studies.

Preclinical Development of AMT-110 by Institut Pasteur

Institut Pasteur has conducted preclinical animal tests of AMT-110. Key findings of these studies include the following:

- rodents displayed no signs of toxicity at seven days, three months or six months after treatment despite administration of up to 37 times the level of dosage required for human patients;

- biodistribution studies in rodents indicated no differences between those following an immunosuppressant treatment course and those that were not, and shedding from major organs over time; and

- biodistribution studies in canine subjects indicated that the vector was absent in major organs approximately four months after administration.

AAV2/GDNF for Parkinson's Disease

Disease and Market Background

Parkinson's disease is a progressive neurodegenerative disorder that affects motor skills, speech and other neurological functions. The symptoms of Parkinson's disease result from degeneration and death of nerve cells in the putamen, a part of the brain that produces dopamine, which is a chemical that sends messages in the brain to coordinate and control muscular action and movements, and other neuro-transmitters. Progressive loss of nigral dopaminergic neurons, the pathological hallmark of Parkinson's disease, results in progressive neurologic dysfunction and death. There is currently no cure for Parkinson's disease. Medications or surgery can provide symptomatic relief, but they do not affect the degenerative process. In addition, the efficacy of these therapies declines over time, and they can result in significant side effects and co-morbidities, such as depression and a movement disorder called dyskinesias. The most widely used treatment is L-dopa in various forms, which is converted to dopamine in the central nervous system.

GDNF stimulates the production of dopamine in the putamen and prevents further degeneration of dopaminergic neurons in preclinical models. A series of preclinical and clinical studies by third parties involving the infusion of GDNF protein into the brain have shown potential benefit in treating Parkinson's disease. Results from these early clinical trials underscore the need for a clinical approach that can accurately introduce appropriate levels of GDNF to the intended sites in the brain where the dopaminergic neurons and their terminals reside.

Overview of AAV2/GDNF

We and our collaborator UCSF are developing a gene therapy for Parkinson's disease. As described below, UCSF is collaborating with the NIH to conduct a clinical trial of a gene therapy consisting of an AAV2 vector carrying the GDNF gene we have exclusively licensed in the gene therapy field from Amgen, manufactured by a third party using a mammalian cell-based process. If we progress our AMT-090 program, we would transition this product candidate to our insect cell-based manufacturing process.

Phase I Clinical Trial Sponsored by the NIH

Our collaborator UCSF is working with the NIH to conduct a Phase I clinical trial of a gene therapy for Parkinson's disease consisting of an AAV2-based vector carrying the GDNF gene we have exclusively licensed, produced in a third party mammalian cell-based manufacturing process. This trial is sponsored and funded by the NIH and will involve 24 patients. The aim of this clinical trial is to introduce the GDNF gene to provide a consistent supply of GDNF to the relevant areas of the brain. In this clinical trial, the NIH is using convection enhanced delivery with the goal of achieving more precisely targeted administration than the methods used in early approaches, which may result in improved efficacy. Convection-enhanced delivery involves MRI-guided placement of one or more catheters directly into the brain to provide distribution of the therapeutic agent to a larger volume of the brain tissue, provide higher drug concentrations directly to the tissue and to use molecules that do not normally cross the blood-brain barrier. We have the right to acquire all of UCSF's data from this clinical trial.

Potential Additional Pipeline Programs

We are also conducting early-stage discovery and preclinical research, often in collaboration with academic research institutions, into a number of other potential applications of our technologies. Our principal near-term research focus is on diseases originating in the liver and the CNS. We believe that the liver is a promising target for gene therapies because we can both target liver-specific diseases and also use the liver to secrete proteins into the blood to have a systemic patient benefit. We believe that the CNS is also an attractive target organ for gene therapy as monogenic diseases that affect the brain are often poorly served by existing treatments, such as enzyme replacement therapies, which are not able to cross the blood-brain barrier following administration into the blood. Moreover, continual direct administration of proteins into the brain is practically difficult. Our AAV5-based vectors have a particular tropism for both the liver and CNS. We also plan to develop other AAV serotypes as appropriate to target specific indications.

We choose potential additional indications to develop independently or in conjunction with a collaborator, by applying the following criteria:

- we seek indications in which gene delivery would be expected to result in gene expression in the substantial proportion of cells of a target organ or tissue such that the symptoms of the underlying disease would be expected to be addressed;
- we seek indications in which a locally secreted protein would be expected to have systemic clinical benefit (in effect, the target organ is used as a protein factory) which may not necessarily require expression in a substantial proportion of the cells of the target organ or tissue;
- we seek indications for which relatively low restored protein expression levels as compared to normal would be expected to have therapeutic benefit;
- we target diseases that have sufficient prevalence to allow clinical development to be possible and for there to either be a viable commercial market in the indication or the indication provides proof of concept for related diseases;
- we look to select indications for which there is a robust and available animal model for preclinical testing;
- we seek indications in which the disease is sufficiently well-characterized such that it is reasonable to expect that if effective delivery of the relevant transgene is achieved, clinical efficacy should result; and
- we prioritize indications for which markers of biological activity are available that may permit assessment of benefit in early clinical studies.

Based on these criteria, we have prioritized approximately ten indications for preclinical development. We may seek to advance these programs independently or alternatively with collaborators who are already working in the relevant disease area and who may have already conducted preclinical or clinical studies.

Our current preclinical research and discovery programs include those described below:

Liver Application:

- ***Hemophilia A.*** Hemophilia A is an X-linked recessive genetic bleeding disorder. The disease results from the production of dysfunctional factor VIII protein or by production of an insufficient amount of factor VIII. Hemophilia A patients suffer from spontaneous bleeding into the large joints and soft tissue, and are at risk of intracranial hemorrhage. Even a modest 1% increase of the protein levels can markedly reduce spontaneous bleedings. We are developing an AAV5-based vector carrying the human factor VIII gene. The challenge for factor VIII development is in packaging the relevant gene, which is larger than the packaging capacity of the AAV vector. We believe we have successfully overcome this challenge by packaging the two different and complementary ends of a factor VIII DNA strand into different vectors for delivery to the cells of interest, where they recombine into a complete expression cassette. We have shown proof-of concept by tail vein injection of AAV5-factor VIII in

mice, which resulted in delivery of the transgene to liver cells and production of active factor VIII by the liver.

In addition, we are seeking to develop next-generation vectors with increased potency to target liver indications in which high relative percentage increases in the secretion of a protein above the disease state would be required for therapeutic benefit. One approach we are using is directed evolution, which involves a vector selection process in which libraries of mutant variants are screened for optimal properties.

CNS Applications:

- ***Lysosomal storage diseases.*** As noted above, we believe that if the results of Institut Pasteur's Phase I/II clinical trial in Sanfilippo B syndrome are positive, it will constitute proof of concept of the administration of a gene therapy for lysosomal storage diseases to the brain. In such event, we believe that we may be able to apply this approach to develop gene therapies with the goal of addressing a number of the more than 30 lysosomal storage diseases that have CNS-specific disease manifestations and for which no treatment is currently available. We are conducting preclinical research to advance the application of our technologies in this area. For example, we have shown in preclinical models widespread distribution of AAV5 in the brain when administered via the cerebral spinal fluid.

- ***Applications of GDNF.*** We are using our academic relationships to test proof of concept of the GDNF gene that we have exclusively licensed in the field of gene therapy in animals to extend the use of this potent neurotrophic factor, including potentially for the treatment of multiple systems atrophy, amyotrophic lateral sclerosis and hearing loss.

We also have ongoing research programs in the areas of gene expression control, re-administration protocols and nuclear targeting, to further increase expression levels and safety margin. We are also conducting research into potential applications of our technology in transcription silencing, also called post transcriptional gene silencing, which is a biological process in which RNA molecules inhibit gene expression, typically by causing the destruction of specific miRNA molecules.

Intellectual Property

Introduction

We strive to protect the proprietary technologies that we believe are important to our business, including seeking and maintaining patent protection in the United States, Europe and other countries for novel components of gene therapies, the chemistries and processes for manufacturing these gene therapies, the use of these components in gene therapies, and other inventions and related technology that are important to our business, such as those relating to our technology platform. We also rely on trade secrets and careful monitoring of our proprietary information to protect aspects of our business that are not amenable to, or that we do not consider appropriate for, patent protection.

Our success will depend significantly on our ability to obtain and maintain patent and other proprietary protection for commercially important technology, inventions and know-how related to our business, defend and enforce our patents, maintain our licenses to use intellectual property owned by third parties, preserve the confidentiality of our trade secrets and operate without infringing the valid and enforceable patents and other proprietary rights of third parties. We also rely on know-how, continuing technological innovation and in-licensing opportunities to develop, strengthen, and maintain our proprietary position in the field of AAV-based gene therapies.

We also are heavily dependent on the patented or proprietary technology of third parties to develop and commercialize our products. We must obtain licenses from such third parties on commercially reasonable terms, or our business could be harmed, possibly materially. For example, we license from third parties essential parts of the therapeutic gene cassette used in Glybera and our other gene therapies, as well as the

principal AAV vectors we use and key elements of our manufacturing process. We anticipate that we will require additional licenses in the future.

Because most patent applications throughout the world are confidential for 18 months after the earliest claimed priority date, and since the publication of discoveries in the scientific and patent literature often lags behind actual discoveries, we cannot be certain that we were the first to invent or file applications for the inventions covered by our pending patent applications. Moreover, we may have to participate in post-grant proceedings in the patent offices of the United States or foreign jurisdictions, such as oppositions, reexaminations or interferences, in which the patentability or priority of our inventions are challenged. Such proceedings could result in substantial cost, even if the eventual outcome is favorable to us.

Our intellectual property portfolio consists of owned and in-licensed patents, licenses, trademarks, trade secrets and other intellectual property rights.

Patent Portfolio

Our gene therapy programs are protected by patents and patent applications directed to various aspects of our technology. For example, our gene therapy programs are protected by patents and patent applications with composition-of-matter or method of use claims that cover the therapeutic gene, the promoter, the viral vector capsid or other specific parts of these technologies. We also seek protection of core aspects of our manufacturing process, particularly regarding our baculovirus expression system for AAV vectors in insect cells. In addition, we have filed manufacturing patent applications with claims directed to alternative compositions-of-matter and manufacturing processes to seek better protection from competitors.

Our principal operations are currently in Europe and we are in the process of building out a new manufacturing facility in the United States. We file the initial patent applications for our commercially important technologies in both Europe and the United States. For the same technologies, we typically file international patent applications under the Patent Cooperation Treaty, or PCT, within a year. We also may seek, usually on a case-by-case basis, local patent protection in Canada, Australia, Japan, China, India, Israel, South Africa, New Zealand, South Korea and Eurasia, as well as South American jurisdictions such as Brazil and Mexico.

As of the date of this prospectus, our patent portfolio includes the following patent families:

- 13 patent families that we own;
- 8 patent families that we exclusively in-license; and
- 6 patent families that we non-exclusively in-license.

The geographic breakdown of our owned patent portfolio is as follows:

- 2 issued United States patents;
- 2 granted European Patent Office patents;
- 1 pending PCT patent application;
- 7 pending United States patent applications;
- 8 pending European Patent Office patent applications; and
- 57 pending patent applications in other jurisdictions.

The patent portfolios for our manufacturing platform and most advanced programs are summarized below.

NIH Patents

Our manufacturing patent families contain issued patents in the United States, Europe and other territories, as well as numerous pending patent applications.

We have non-exclusively in-licensed from the NIH a patent family relating to the insect cell-based manufacturing of AAV-based vectors. The patents in this family include two issued patents in the United States and one issued patent in Europe, as well as issued patents in other jurisdictions. The standard 20 year term for patents in this family will expire in 2022. This patent family relates to technology used in Glybera and all of our development programs.

We also in-license from the NIH two patent families relating to AAV5-based vectors. These patents are licensed exclusively for AAV5-based therapeutic products to be delivered to the brain or liver for the treatment of human diseases originating in the brain or liver, excluding arthritis-related diseases, and non-exclusively for AAV5-based therapeutic products to treat any human disease in any manner not covered by the exclusive license. The patents in the first family include two issued patents in the United States, one issued patent in Europe and two issued patents in Japan, as well as issued patents and a pending application in other jurisdictions. The standard 20-year term for patents in this family will expire in 2019. This patent family relates to technology used in our AIP, hemophilia B and Sanfilippo B programs. The second family includes one issued U.S. patent with a standard 20-year term that will expire in 2020. This patent family relates to technology used in our Sanfilippo B program. See "Risk Factors—Risks Related to Our Intellectual Property—Our intellectual property licenses with third parties may be subject to disagreements over contract interpretation, which could narrow the scope of our rights to the relevant intellectual property or technology or increase our financial or other obligations to our licensors."

Other Manufacturing Patents

We own a patent family directed to improved AAV vectors that are stably expressed in insect cells. The family includes an issued patent in the United States and pending applications in the United States, Europe, Japan and other jurisdictions. The standard 20 year term for patents in this family will expire in 2027. This patent family relates to technology used in Glybera and all of our development programs.

We also in-license a patent family related to aspects of the AAV insect cell production technology from Protein Sciences Corporation. This family includes issued patents in the United States, Europe and elsewhere. This license is exclusive in respect of the products we develop with the use of this patent family for LPLD, hemophilia B and AIP, and we may add additional products to the license on an exclusive basis except in certain specified circumstances. The standard 20 year term for patents in this family will expire in 2019. This patent family relates to technology used in Glybera and all of our development programs.

We non-exclusively in-license a family of patents relating to methods for intramuscular administration of AAV vectors from Asklêpios Biopharmaceutical, Inc., or AskBio. This family includes issued patents in Europe, Japan and other jurisdictions, and a pending application in the United States. The standard 20 year term for patents in this family will expire in 2016. This patent family relates to technology used in Glybera.

We own a method of manufacturing patent family relating to a second-generation manufacturing method used in our AIP, hemophilia B and Parkinson's disease programs. This patent family contains pending applications in the United States, Europe, Japan and other jurisdictions, and issued patents in several jurisdictions. The standard 20 year term for patents in this family will expire in 2028.

We also own a PCT application that relates to a proprietary baculovirus filtration process. The standard 20 year term for patents in this family, if issued, will expire in 2032. This patent family relates to technology used in Glybera and all of our development programs.

Glybera

We co-own with University of British Columbia, or UBC, a patent family relating to the lipoprotein lipase variant LPL-S447X transgene used in Glybera, including issued patents in Europe and Japan. The standard 20 year term for patents in this family will expire in 2020. UBC exclusively licensed its patent rights to Xenon, which has granted us the sublicense described below.

We exclusively in-license from Aventis Pharma S.A., or Aventis, a patent family co-owned by UBC and Aventis that relates to the use of AAV-LPL vectors for LPL-deficiency, including issued patents in Europe and other jurisdictions and two pending United States patent applications. The standard 20 year term for patents in this family will expire in 2015.

We own a family of patents relating to a VP1 vector capsid modification, which relates to the production of AAV vectors in insect cells and to AAV vectors with an altered ratio of viral capsid proteins that provides improved infectivity of the viral particles. This patent family includes issued patents in the United States, Europe and elsewhere, as well as pending applications in Europe, Japan and other jurisdictions. The standard 20 year term for patents in this family will expire in 2026.

We non-exclusively in-license a patent family from the Salk Institute that relates to a genetic promoter that enhances the expression of LPL-S447X delivered to the target tissues. This family includes four issued patents in the United States that have standard 20 year terms that will expire in 2017, and issued patents in Europe and other jurisdictions that have standard 20 year terms that will expire in 2018.

We non-exclusively in-license a patent family relating to the AAV1 capsid from AmpliPhi Biosciences, Inc. (formerly Targeted Genetics Corporation), or AmpliPhi. This family includes three issued patents in the United States, and one each in Europe and Japan, as well as issued patents elsewhere and a pending application in the United States. The standard 20 year term for patents in this family will expire in 2019. The University of Pennsylvania exclusively licensed its patent rights to AmpliPhi, which has granted us the sublicense described below.

Other Programs

Hemophilia B. Our patent portfolio covering our hemophilia B program includes an exclusively in-licensed patent family from St. Jude relating to a specific promoter and a codon optimized hFIX transgene. This patent family includes two issued patents in the United States and one in Europe. The United States patent rights will expire in 2028 and the European patents will expire in 2025.

AIP. Our patent portfolio covering our AIP program includes a patent family co-owned with Proyecto de Biomedicina Cima S.L. and exclusively licensed to us. This family relates to the codon optimized PBGD transgene and its use for the treatment of AIP. This family includes pending applications in the United States, Europe, Japan and elsewhere. The standard 20 year term for patents in this family will expire in 2029.

Parkinson's disease. For our Parkinson's disease program, we have in-licensed a patent family and corresponding know-how relating to the GDNF transgene from Amgen for the field of gene therapy. The license is exclusive and expires on a country-by-country basis on the later of 10 years following launch of the relevant product or of expiration of the last-to-expire licensed patent in the applicable country, after which the license will become non-exclusive for that given country. This patent family includes two issued patents in the United States, one of which will expire in 2015 and one in 2017.

Licenses

We have obtained exclusive or non-exclusive rights from third parties under a range of patents and other technology that we use in our product and development programs, as described below. Our agreements with these third parties generally grant us a license to make, use, sell, offer to sell and import products covered by the licensed patent rights in exchange for our payment of some combination of an upfront amount, annual fees, royalties, a portion of amounts we receive from our licensees and payments upon the achievement of specified development, regulatory or commercial milestones. Some of the agreements specify the extent of the efforts we must use to develop and commercialize licensed products. The agreements generally expire upon expiration of the last-to-expire valid claim of the licensed patents. Each licensor may terminate the applicable agreement if we materially breach our obligations and fail to cure the breach within a specified cure period, in addition to other termination rights in some cases.

Technology Used for Multiple Programs

We are exploiting technology from the third party sources described below in more than one of our programs.

National Institutes of Health—AAV production. In 2007, we entered into a license agreement with the NIH, which we amended in 2009 and 2013. Under the license agreement, the NIH has granted us a non-exclusive license to patents relating to production of AAV vectors, to make, use, sell, offer to sell and import specified plasmids, which are small DNA molecules that are physically separate from, and can replicate independently of, chromosomal DNA within a cell, or other materials, which we refer to as AAV products. We may only grant sublicenses under this agreement with the NIH's consent, which may not be unreasonably withheld. We are exploiting this technology for our Glybera program and our programs for hemophilia B, AIP, and Sanfilippo B syndrome, and Parkinson's disease.

Payment obligations to the NIH under this license agreement include a one-time upfront payment of $12,000, which we have paid; a low single-digit percentage royalty on the sale of AAV products by us or on our behalf; a maximum sub-teen double-digit percentage of sublicensing income; potential additional development milestone fees for the initiation of each clinical trial, which would total in the aggregate $255,000 for one Phase I, Phase II and Phase III trial; potential regulatory milestone fees totaling $750,000 for the first marketing approvals in specified countries or jurisdictions; and an annual maintenance fee creditable against royalties. We do not have to pay royalties or milestone fees under this agreement if we have to pay royalties or milestone fees under our 2011 agreement with the NIH, described below, for the same product. In connection with entering into our relationship with Chiesi and obtaining the NIH's consent to sublicense our rights under this agreement to Chiesi, we also paid the NIH a total of $328,684 in amendment and sublicense payments. Under the license agreement, we have agreed to meet benchmarks in our development efforts, including as to development events, clinical trials and marketing approval, within specified timeframes.

The NIH may terminate this agreement in specified circumstances relating to our insolvency or bankruptcy. We may terminate this agreement for any reason, in any territory, subject to a specified notice period.

National Institutes of Health—AAV5. In 2011, we entered into another license agreement with the NIH, which superseded a prior 2007 agreement and which we amended in 2013. Under this agreement, the NIH granted us an exclusive, worldwide license to patents relating to AAV5 for use in therapeutic products to be delivered to the brain or liver for treatment of human diseases originating in the brain or liver, but excluding arthritis-related diseases, and a non-exclusive, worldwide license to patents relating to AAV5 for all other diseases, in each case to make, use, sell, offer to sell and import products within the scope of the specified patent claims. We refer to the products licensed under this agreement as AAV5 products. We may grant sublicenses under this agreement only with the NIH's consent, which may not be unreasonably withheld. We are currently exploiting this technology for our programs on hemophilia B, AIP, and Sanfilippo B syndrome. See "Risk Factors—Our intellectual property licenses with third parties may be subject to disagreements over contract interpretation, which could narrow the scope of our rights to the relevant intellectual property or technology or increase our financial or other obligations to our licensors."

We have agreed to pay the NIH an initial payment of $140,000, which we have paid, an amendment royalty fee of $500,000, of which $250,000 would be payable upon a sublicense of the corresponding rights, which we have paid in full, royalties equal to a low single-digit percentage of net sales of AAV5 products, if any, by or on behalf of us or our sublicensees; a single to subteen double-digit percentage of sublicensing income; potential additional development milestone fees for the initiation of each clinical trial, which would total in the aggregate $267,500 for one Phase I, Phase II and Phase III trial; total potential regulatory milestone fees of $1,731,000 for the first marketing approvals in specified countries or jurisdictions; and an annual maintenance fee creditable against royalties. In connection with entering into our relationship with Chiesi and obtaining the NIH's consent to sublicense our rights under this agreement to Chiesi, we paid the NIH a total of $716,567 in amendment and sublicense payments. If an AAV5 product is also

covered by our 2007 agreement with the NIH, our obligation to pay royalties on net sales and our obligation to pay milestone fees only apply under this 2011 agreement and not the 2007 agreement. We have agreed to meet benchmarks in our development efforts, including as to development events, clinical trials and marketing approval, within specified timeframes.

The NIH may terminate this agreement in specified circumstances relating to our insolvency or bankruptcy. We may terminate this agreement for any reason, in any country or territory, subject to a specified notice period.

Protein Sciences. In 2007, we entered into a license agreement with Protein Sciences Corporation, or PSC, which we amended in 2012. Under the license agreement, PSC granted us a worldwide license, with a right to sublicense, to specified claims of a patent relating to an insect cell line, to research, develop, manufacture, import, market, and to offer for sale and sell certain products using a recombinant AAV vector developed using PSC's technology. The license is exclusive with respect to LPLD, hemophilia B and AIP, and we are exploiting this technology for those programs. We are licensed to use this technology for products listed in the agreement and we may add additional products to the agreement on an exclusive basis except in certain specified circumstances.

Payments obligations under the PSC agreement include a one-time upfront payment of $50,000, which we have paid, payments of $50,000 for each additional product added to the license agreement, and an annual maintenance fee for each product up to an annual maximum and limited by an overall specified life-time maximum dollar amount for each product. We are not required to pay maintenance fees on products we no longer wish to develop. In addition, we must pay PSC an annual fee while any product is being sold or is subject to a license, partnership or funding relationship with another party, but for no more than 10 years after the first commercial sale of the product. We have no royalty payment obligations under the agreement.

The agreement will remain in effect as long as we remain current with our payments or until we or PSC exercise our rights to terminate it. PSC may terminate the agreement in circumstances relating to our insolvency or bankruptcy. We may terminate the agreement for convenience subject to a specified notice period.

Technology Used for Specific Programs

Glybera

We are exploiting technology from the following third party sources in our Glybera program.

Academic Medical Center at the University of Amsterdam. In 2006, we entered into an agreement with the Academic Medical Center at the University of Amsterdam, or AMC, and certain other parties, through which AMC invested in our predecessor company. Under this agreement, AMC assigned patent rights to us relating to LPLD and certain other indications.

We have agreed to pay AMC royalties equal to a low single-digit percentage of net sales, if any, of gene therapies to treat LPLD or certain other indications sold by us or our sublicensees that are covered by the assigned patent.

We have agreed to use commercially reasonable and diligent efforts to obtain marketing approvals for, and to commercialize, gene therapies to treat LPLD and certain other indications. If we decide to cease developing and commercializing a product to treat LPLD or certain other indications in each of Europe, the United States and Canada, we must re-assign to AMC the patent rights related to that product upon AMC's request.

Xenon Genetics, Inc. In 2001, we entered into a sublicense agreement with Xenon Genetics, Inc., or Xenon, which we subsequently amended. Under the sublicense agreement, Xenon has granted us an exclusive, worldwide sublicense to patents and related technology relating to a truncated form of the LPL

protein, to use, manufacture, distribute and sell products using the licensed patents or technology. We may only grant sublicenses under this agreement with consent of Xenon and its licensor UBC.

Payment obligations under the agreement include an initial sublicense fee of Canadian dollars C$75,000 and a one-time upfront payment to Xenon in the total amount of C$600,000, both of which we have paid, payment of certain past and future patent costs, a mid-single-digit percentage royalty on net sales, if any, of licensed products sold by us or our affiliates while covered by a valid patent claim, a low single-digit percentage royalty in countries where no patent protection covers the products, a double digit percent share of the royalties paid to us by Chiesi and an equal or slightly higher share of royalties paid to us by other sublicensees in other specified circumstances. The share of the royalty we receive from Chiesi and any other sublicensee that we have agreed to pay to Xenon decreases to a mid-single digit percentage after patent coverage expires, and the obligation terminates 10 years after the first commercial sale of the product. We have also agreed to pay Xenon development milestone fees totaling a maximum of C$350,000, plus an additional maximum of C$200,000 per additional product for a different indication upon our achievement of specified development milestones, as well as fees upon our achievement of specified regulatory milestones totaling a maximum of C$400,000 plus an additional maximum of C$400,000 per additional product for a different indication; or, if higher, a double digit percent share of any non-royalty fees we receive from a sublicensee.

The agreement will remain in effect until we or Xenon exercise our rights to terminate it. Either party may terminate the agreement in circumstances relating to the other party's insolvency or bankruptcy.

Aventis. In 2006, we entered into a license agreement with Aventis Pharma, S.A., or Aventis, which we amended in 2013. Under the license agreement, Aventis has granted us an exclusive license, with a right to sublicense, to patents owned by Aventis and co-owned by Aventis and UBC, to develop, use, make, sell and offer to sell gene therapies containing a recombinant virus with an LPL gene.

Under the agreement, we made a one-time upfront payment to Aventis of €10,000 and agreed to pay Aventis a high single-digit to sub-teen double-digit royalty as a percentage of our net sales of licensed products, or if sales are made by a commercialization partner, a low single-digit as a percentage of net sales royalty, or, if higher, a high single-digit to sub-teen double-digit royalty as a percentage of royalties we receive from such commercialization partner plus an equivalent percentage of the price we invoice the commercialization partner for the licensed products less our cost of goods sold, subject to a floor of a low single-digit percentage of net sales by Chiesi or another commercialization partner. We have also agreed to pay Aventis a one-time milestone fee of €50,000 upon our achievement of a specified regulatory milestone and €75,000 upon our achievement of a specified commercial milestone.

In conjunction with amending the agreement in 2013, we have agreed to provide Aventis with a right of first negotiation regarding a specified product candidate to treat AIP if, at the time we complete Phase I/II clinical trials of the product candidate or within a specified period thereafter, we contemplate entering into a partnership for the co-development and commercialization of the product candidate.

The agreement will remain in effect until the expiration of the protection provided by the licensed patents, or until we or Aventis exercise our rights to terminate it. Aventis may terminate the agreement in circumstances relating to our bankruptcy.

Asklêpios Biopharmaceutical. In 2010, we entered into a license agreement with AskBio under which AskBio granted us a non-exclusive, worldwide license, with a right to sublicense, to patents relating to administration of an AAV vector to muscle tissue for use in treatment of LPLD with Glybera or other products that contain an AAV vector having an AAV genetic construct encoding an LPL gene variant, to research, develop, make, use, sell, offer for sale, and import the products to treat LPLD.

We made a one-time upfront payment to AskBio of $50,000 and have agreed to pay AskBio annual maintenance fees during the term of the license.

The agreement will remain in effect on a country-by-country basis until the earlier of June 5, 2016 or the expiration of the last to expire of the valid claims in the licensed patents. We may terminate the agreement for convenience at any time subject to a specified notice period.

Salk Institute for Biological Studies. In 2008, we entered into a license agreement with the Salk Institute for Biological Studies, or Salk, which we amended in 2013. Under the license agreement, Salk has granted us a non-exclusive license to specified biological materials and patents relating to a DNA promoter, to research, develop, make, use, import, offer for sale, and sell products using their technology for gene therapy. We have a right to enter into sublicenses under this agreement, subject to prior written consent by Salk, which may not be unreasonably withheld, and to other conditions.

Payment obligations under the agreements include an upfront payment of $35,000 in 2008 and $5,000 in 2013 in connection with an amendment and consent to sublicense to Chiesi, both of which we have paid, as well as annual maintenance fees, a royalty equal to a low single-digit percentage of net sales, if any, of licensed products sold by us, or, if higher, by Chiesi, and payments of a low single-digit percentage of all execution fees, maintenance fees, milestone fees and other non-royalty payments received by us from Chiesi or any other sublicensee.

The agreement will remain in effect on a country-by-country basis until the latest of 15 years from the effective date, the date of expiration of the last to expire licensed patent or the abandonment of the last remaining licensed patent application.

AmpliPhi Biosciences. In 2006, we entered into a license agreement with AmpliPhi (formerly Targeted Genetics Corporation), which we amended in 2013. Under the license agreement, AmpliPhi has granted us a non-exclusive, worldwide sublicense to patents exclusively licensed by AmpliPhi from the University of Pennsylvania, or Penn, relating to AAV1, to make, develop, use, sell, offer to sell and import products using the patent rights to treat LPLD type 1, which includes the Glybera patient population, and LPLD type 5 by in vivo gene therapy. We may only grant sublicenses under this agreement with the consent of AmpliPhi and Penn, which may not be unreasonably withheld.

We have to date paid to AmpliPhi a one-time up-front payment of $1,750,000. We have agreed to pay AmpliPhi annual fees, a total of $4,950,000 in development and regulatory milestone payments, which we have paid, and a royalty equal to a low single-digit percentage of net sales, if any, of licensed products sold by us or Chiesi.

Either party may terminate the agreement in circumstances relating to the other party's insolvency or bankruptcy. We may terminate the agreement for convenience at any time subject to a specified notice period.

If the agreement is terminated by us due to AmpliPhi's insolvency, bankruptcy or material uncured breach, or if AmpliPhi's license agreement with Penn is terminated, our license from AmpliPhi may be assigned to Penn. The assignment must be made on our request but is at Penn's discretion, which Penn may not unreasonably withhold, provided that the agreement specifies that Penn's obligations are consistent with its current obligations and provided that we assume all AmpliPhi's obligations.

Hemophilia B

St. Jude Children's Research Hospital. In 2008, we entered into a license agreement with St. Jude, which we amended in 2012. Under the license agreement, St. Jude has granted us an exclusive license, with a right to sublicense, to patent rights relating to expression of hFIX in gene therapy vectors, to make, import, distribute, use and commercialize products containing hFIX covered by a valid patent claim in the field of gene therapy for treatment or prophylaxis of hemophilia B. In addition, we have a first right of negotiation regarding any patent applications that are filed by St. Jude for any improvements to the patent rights licensed to us.

We have agreed to pay St. Jude a royalty equal to a low single-digit percentage of net sales, if any, by us or our sublicensees of products covered by the licensed patent rights, and a portion of certain amounts we receive from sublicensees ranging from a mid-single digit to a mid-teen double digit percentage of such amounts. We have also agreed to pay St. Jude one-time milestone fees totaling $6,500,000 upon the achievement of specified development and regulatory milestones, and an annual maintenance fee creditable against royalties and milestones in the same year. We have agreed to use commercially reasonable efforts to diligently develop and commercialize products licensed under this agreement.

The agreement will remain in effect until no further payment is due relating to any licensed product under this agreement or either we or St. Jude exercise our rights to terminate it. St. Jude may terminate the agreement in specified circumstances relating to our insolvency. We may terminate the agreement for convenience at any time subject to a specified notice period.

AIP

Digna Biotech. In 2010, we entered into a license agreement with Digna Biotech, S.L, or Digna Biotech, Fundación para la Investigación Médica Applicada, or FIMA, the members of a collaborative research consortium known as UTE CIMA, and Proyecto de Biomedicina CIMA S.L., or Proyecto, which superseded several prior agreements amongst such parties. We refer to Digna Biotech, FIMA, UTE CIMA and Proyecto collectively as the CIMA Parties. Under the license agreement, Proyecto granted us an exclusive, worldwide license, with a right to sublicense, under its interest in patent rights we jointly own with Proyecto relating to PBGD gene therapy to use, develop, make, have made and commercialize products using the licensed patent rights. In addition, UTE CIMA granted us a non-exclusive, worldwide license, with the right to grant sublicenses, under certain patent rights, know-how and materials required for the use, development, manufacture or commercialization of products covered by our exclusive license from Proyecto in the gene therapy field.

We have agreed to pay Digna Biotech royalties equal to a mid-single digit percentage of net sales, if any, by us or our affiliates of licensed products covered by our exclusive license and a sub-teen double-digit percentage share of net revenues we receive from our sublicensees. Digna Biotech is responsible for apportioning the amounts we pay Digna Biotech amongst the CIMA Parties.

Under the agreement we have to use commercially reasonable efforts to further develop, manufacture and commercialize licensed products as soon as reasonably practicable.

The agreement will remain in effect until our payment obligations expire or we or another party exercise our rights to terminate it. A party may terminate the agreement in circumstances relating to another party's insolvency or bankruptcy or if our agreement under which Digna Biotech is conducting a Phase I clinical trial of AMT-021 terminates. We may terminate this agreement for convenience, subject to a specified notice period. If Digna Biotech terminates the license agreement for breach or insolvency, we or Digna Biotech terminate the license agreement because our other agreement with Digna Biotech terminates other than for breach or insolvency of Digna Biotech or if we terminate the license agreement for convenience, the CIMA Parties will have the exclusive right to use the patent rights we jointly own with Proyecto that were exclusively licensed to us to further develop and commercialize licensed products for the treatment or prevention of AIP without financial obligations to us.

Parkinson's disease

Amgen. In 2010, we entered into a license agreement with Amgen, Inc. which superseded a prior 2008 agreement. Under the license agreement, Amgen granted us an exclusive, worldwide license, with a right to sublicense, to patents and know-how relating to GDNF to research, develop, make, use, offer for sale, sell, import, export and otherwise exploit gene therapies capable of delivering GDNF, the gene encoding GDNF, or any fragment of GDNF that has specified functional activity, which we refer to as GDNF products. The license exclusivity, and our obligation to make the revenue sharing payments described below, with respect

to a given GDNF product in a given country expires on the later of expiration of the last-to-expire licensed patent in such country that covers such GDNF product and the tenth anniversary of the first commercial sale of such GDNF product in such country. Thereafter the license would become non-exclusive with respect to that GDNF product in that country.

We have agreed to pay Amgen revenue sharing payments equal to a sub-teen double-digit percentage of net revenues, if any, that we receive from our sales of GDNF products, from granting sublicenses under the intellectual property licensed from Amgen or from granting licenses under certain of our intellectual property rights. Upon receipt of the first marketing approval anywhere in the world for the first GDNF product we have also agreed to pay Amgen a one-time milestone fee of the greater of $10 million or a sub-teen double digit percentage of any milestone payments we receive from third parties with respect to receiving such approval.

We agreed to use reasonably diligent efforts to develop at least one GDNF product and seek to obtain regulatory approvals for this GDNF product in the United States and the European Union, and to commercialize it.

We granted Amgen an option to negotiate an exclusive license from us to research, develop, make, use, offer for sale, sell and otherwise exploit GDNF products in the United States, Mexico and Canada. Amgen may exercise the option within a specified period following completion of the first Phase II clinical trial of the first GDNF product we develop. If Amgen exercises the option but we and Amgen do not execute a definitive agreement to grant these rights to Amgen within a specified period of time, we retain these rights but may not grant development or commercialization rights to a third party in these North American countries on financial terms less favorable to us than those last offered by Amgen.

The agreement will remain in effect until either we or Amgen exercise our rights to terminate it. We may terminate the agreement for convenience at any time subject to a specified notice period. If we terminate the agreement for convenience, or if Amgen terminates the agreement due to our uncured material breach, rights to GDNF products will revert to Amgen. As part of such reversion, if Amgen requests, we have agreed to grant Amgen an exclusive, worldwide license under our relevant intellectual property rights so that Amgen can research, develop, make, use, offer for sale, sell and otherwise exploit GDNF products, subject to a specified revenue sharing and a one-time regulatory milestone payment from Amgen to us.

UCSF. In 2012, we entered into a data license agreement with the University of California in San Francisco, or UCSF, related to UCSF's rights to the clinical trial data from a Phase I/II clinical trial, sponsored by the NIH, and that UCSF is conducting, of a product candidate consisting of an AAV2 vector carrying the GDNF gene, and to certain related preclinical data and know-how. Under the data license agreement, UCSF granted us a non-exclusive license, with a right to sublicense, to research, develop, make, use, offer for sale, sell and otherwise exploit pharmaceutical products containing or consisting of an AAV2 genetic construct encoding GDNF, or any fragment of GDNF that has specified functional activity, for the therapeutic, palliative and prophylactic treatment of Parkinson's disease in humans. During the term of the data license agreement, UCSF has agreed not to grant to any other for-profit entity any of the rights granted to us thereunder, except under specified circumstances involving a breach of our diligence obligations described below.

Payment obligations under the agreement include a one-time, up-front payment of $300,000, which we have paid, a royalty equal to a low single-digit percentage of our net sales, if any, of products that are identified or developed through material use of the data licensed from UCSF, or identified products, as well as third party license fees with the percentage due to UCSF ranging from a low double-digit percentage for earlier-granted sublicenses to a low single-digit percentage for later-granted sublicenses. Our obligation to pay UCSF earned royalties with respect to a given country begins on the first commercial sale of an identified product in such country, and our obligation to pay earned royalties and third-party license fees

expires on the tenth anniversary of such first commercial sale, after which the data license will become perpetual, non-exclusive, fully paid-up, and royalty-free in such country.

The UCSF agreement also contains certain other obligations we have agreed to complete by specified dates, including obligations to deliver to UCSF by June 12, 2014 specified materials for UCSF to complete a non-clinical study of an AAV2 vector carrying the GDNF gene, to demonstrate equivalent product release specifications of our vector to the vector used in the ongoing NIH-sponsored Phase I clinical trial, to pursue a bridging study using our AAV2 vector carrying a GDNF gene, and to use commercially reasonable efforts to proceed, either directly or through a third party licensee, to develop, seek to obtain regulatory approval for and market at least one identified product in the United States and the European Union.

If we materially fail to comply with any of the diligence obligations described above and do not cure such failure within specified cure periods, UCSF may at its option either terminate the data license agreement or be freed from its covenant not to grant to any other for-profit entity any of the rights granted to us thereunder.

The data license agreement will remain in effect until all of our payment obligations to UCSF have ended in all countries, unless either we or UCSF exercise our rights to terminate it earlier. UCSF may terminate the agreement in specified circumstances relating to our bankruptcy. We may terminate the agreement for convenience at any time subject to a specified notice period.

Trade Secrets

In addition to patents and licenses, we rely on trade secrets and know-how to develop and maintain our competitive position. For example, significant aspects of the process by which we manufacture Glybera and our gene therapies are based on unpatented trade secrets and know-how. We seek to protect our proprietary technology and processes and obtain and maintain ownership of certain technologies, in part, through confidentiality agreements and invention assignment agreements with our employees, consultants, scientific advisors, contractors and commercial partners. We also seek to preserve the integrity and confidentiality of our data, trade secrets and know-how by maintaining physical security of our premises and physical and electronic security of our information technology systems.

Trademarks

uniQure and Glybera are registered trademarks in various jurisdictions including the United States and the European Union. We intend to seek trade mark protection for other product candidates as and when appropriate.

Strategic Collaboration

In April 2013, we entered into two agreements with Chiesi. One is an agreement for the commercialization of Glybera for LPLD and the second is an agreement for the co-development and commercialization of our hemophilia B program. To date, under these two collaborations we have received €17.0 million in upfront payments aggregate non-equity funding, as well as a €14.0 million investment in our ordinary shares. Additionally, the agreements provide us with research funding for further development of our hemophilia B product candidate, the potential for commercial milestone payments of up to €42.0 million for Glybera for LPLD, and payments for commercial quantities of Glybera we supply to Chiesi. We summarize the key terms of these two agreements below.

Glybera for LPLD

Overview. In April 2013, we entered into an agreement with Chiesi to commercialize Glybera for LPLD in the following countries, which we refer to as the Chiesi Glybera territory:

- the then current 27 member states of the European Union plus Iceland, Liechtenstein and Norway;

- Albania, Andorra, Bosnia, Croatia, Macedonia, Monaco, Montenegro, Republic of San Marino, Serbia (including Kosovo), Switzerland and Vatican City; and

- Algeria, Brazil, China, Egypt, Mexico, Morocco, Pakistan, Russia and ex-Soviet countries (Armenia, Azerbaijan, Belarus, Georgia, Kazakhstan, Kirghizstan, Moldova, Tajikistan, Turkmenistan, Ukraine and Uzbekistan), Tunisia and Turkey.

In all other countries of the world, including the United States and Japan, we retain all product rights to Glybera for LPLD.

Under the terms of the agreement, we received a €2.0 million upfront payment in recognition of our past expenditures developing the product. In addition, we are eligible to earn up to €42.0 million in commercial milestone payments. We will receive payment for individual quantities of the product we manufacture and supply under the agreement, payable partly upon order and partly following delivery of such product quantities, and amounting to the greater of (1) 40% of the average net sales price of the product and (2) the fully loaded cost of goods plus 20% mark-up for each patient dose sold.

Under the agreement, we appointed Chiesi as our distributor with the exclusive right to commercialize, itself or through affiliates, with our written consent, or other sub-distributors, Glybera for LPLD in the Chiesi Glybera territory. The appointment includes an exclusive license grant to our trademark "Glybera" in the Chiesi Glybera territory for the purposes of the agreement, as well as a license to certain intellectual property rights controlled by us. Chiesi is generally required to commercialize the product exclusively under the "Glybera" name.

Under the terms of the agreement, Chiesi does not have the right to carry out any research or development with respect to Glybera or to manufacture Glybera or have Glybera manufactured, except for certain exceptions, such as our failure to supply the product to them. During the term of the agreement, we are required to manufacture and supply, and Chiesi is required to purchase from us all of its requirements for Glybera for commercialization under the agreement.

Commercialization Obligations. Chiesi has the sole right and responsibility to commercialize Glybera in the Chiesi Glybera territory at its expense using no less than commercially reasonable efforts, including compliance with an agreed marketing plan and budget and the allocation of an agreed minimum workforce to the commercialization of the product. Chiesi will also be responsible for conducting price and reimbursement submissions to the relevant reimbursement bodies. We and Chiesi have allocated between us responsibilities for the filing, holding and maintenance associated with marketing authorizations for Glybera in the various countries and jurisdictions covered by our agreement, as well as associated costs.

Governance. Our collaboration with Chiesi is guided by a joint steering committee and a joint commercialization committee. Subject to limitations specified in the agreement, if the applicable governance committee is not able to make a decision by consensus and the parties are not able to resolve the issue through escalation to the superior committee or, in some cases, specified senior executive officers of the parties, then:

- we have final decision-making authority with respect to all matters related to research or development in relation to Glybera, with reasonable input from Chiesi taking into account territory-specific matters;

- Chiesi has final decision-making authority with respect to all matters related to commercialization of Glybera in the Chiesi Glybera territory, with reasonable input from us taking into account our global product strategy;

- on regulatory matters with respect to Glybera we generally will jointly work with Chiesi towards a regulatory strategy for Glybera in the countries of the Chiesi Glybera territory that are not member states of the European Union; and

- any other matter will be decided by binding arbitration.

Exclusivity Restrictions. During the term of the agreement, we may not offer for sale, sell, license or otherwise commercialize Glybera in the Chiesi Glybera territory other than in compliance with the terms of the agreement. Moreover, to the fullest extent consistent with applicable laws, each of Chiesi and we may not, directly or indirectly, develop, manufacture or commercialize in the Chiesi Glybera territory any gene therapy-based product for the treatment of LPLD, other than Glybera in accordance with the terms of the agreement.

Term and Termination. Our agreement with Chiesi will remain in force, on a country-by-country basis, until the latest of:

- 12 years from the first commercial sale of Glybera in the relevant country;
- expiry of any regulatory exclusivity granted by any marketing authorization or any other regulatory approval in the relevant country; or
- expiry of the last valid claim of specified patent rights covering Glybera in the relevant country.

Unless terminated by a party with three months written notice to the other party prior to the end of the initial or any subsequent term, the agreement will automatically renew for successive five year terms. Chiesi has the right to terminate the agreement in its entirety in case of our failure to supply Glybera for a period of at least nine months, provided such failure to supply is not caused by a force majeure event and other pre-conditions for termination are met. Either party may also terminate the agreement in its entirety in the event of a material breach by the other party, in the event the other party becomes subject to specified bankruptcy, insolvency or similar circumstances, or if the other party or any of its affiliates or, as the case may be, sub-distributors challenges the validity of any trademark to which rights are granted under the agreement. We may terminate the agreement in its entirety if Chiesi or any of its affiliates or sub-distributors challenges the validity, enforceability, patentability or scope of any valid claim included in any of the patents covering Glybera. We may also terminate this agreement in its entirety or with respect to particular countries if Chiesi fails to meet certain commercialization requirements and such failure is not caused by a force majeure event or our failure to supply. After termination in certain circumstances, we will have continuing supply obligations.

Hemophilia B (AMT-060)

Overview. In April 2013, we entered into a co-development and license agreement with Chiesi in respect of our hemophilia B gene therapy program in the following countries, which we refer to as the Chiesi hemophilia B territory:

- the then current 27 member states of the European Union plus Iceland, Liechtenstein and Norway; and
- Albania, Algeria, Andorra, Bosnia, Brazil, Croatia, Egypt, Macedonia, Mexico, Monaco, Montenegro, Morocco, Pakistan, Republic of San Marino, Russia and ex-Soviet countries (Armenia, Azerbaijan, Belarus, Georgia, Kazakhstan, Kyrghyzstan, Moldova, Tajikistan, Turkmenistan, Ukraine and Uzbekistan), Serbia (including Kosovo), Switzerland, Tunisia, Turkey, and Vatican City.

In all other countries of the world, including the United States, China and Japan, we retain all product rights to our hemophilia B program.

Under the terms of the agreement, we received a €15.0 million upfront payment. In addition, we will share equally with Chiesi specified development costs attributable to the program according to a defined development plan and budget, including costs associated with preclinical and clinical studies as well as development and regulatory milestone payments associated with existing in-license agreements. We will receive payments from Chiesi for commercial quantities of our hemophilia B product candidate we manufacture and supply to them, if we receive regulatory approval for such product candidate. We estimate that the amount we would retain, net of cost of goods sold, including third party royalties and related amounts, will be between 25% and 35% of the revenues from sales of such product by Chiesi, varying by

country of sale. We and Chiesi have agreed to negotiate a separate supply and distribution agreement in respect of the potential commercialization of our hemophilia B product candidate prior to dosing the first patient in any pivotal study. We are not entitled to any milestone payments under this agreement.

Under the agreement, we granted to Chiesi and its affiliates an exclusive license, for the Chiesi hemophilia B territory, to co-develop, together with us, and exclusively commercialize a gene therapy for the treatment of hemophilia B in humans that includes an AAV5 vector containing a functional copy of the codon-optimized hFIX gene or part thereof under the control of a liver-specific promoter. Chiesi granted to us the right to use relevant data related to such product and generated under this development program in connection with development and regulatory activities conducted by us or on our behalf outside of the Chiesi hemophilia B territory.

Research Obligations. We and Chiesi must use commercially reasonable efforts to conduct the activities assigned to each of us under the agreed development plan and budget. Specifically, we are responsible for all activities to develop the product in the Chiesi hemophilia B territory, including all clinical development activities required to obtain marketing authorization in the Chiesi hemophilia B territory, with particular emphasis on France, Germany, Italy, Spain and the United Kingdom, and must provide supplies of the product as necessary for the activities under the development plan and budget. We are also obligated to provide commercial supply of the product to Chiesi pursuant to a supply and distribution agreement, which we shall negotiate as noted above. Chiesi is responsible for all launch and pre-launch activities for the product in the territory, including regulatory filings and approvals, interaction with regulatory authorities, key opinion leader development, market research and pricing and reimbursement studies.

Governance. Our collaboration with Chiesi is initially guided by at least a joint steering committee and a joint development committee. Subject to limitations specified in the agreement, if the applicable governance committee is not able to make a decision by consensus and the parties are not able to resolve the issue through escalation to the superior committee or, in some cases, specified senior executive officers of the parties, then:

- we will generally have final decision-making authority with respect to all research and development activities with respect to the product, with reasonable input from Chiesi taking into account territory-specific matters;
- Chiesi will generally have final decision-making authority with respect to all commercialization activities with respect to the product in the territory, with reasonable input from us taking into account our global product strategy; and
- certain items specifically identified in the agreement will require a unanimous decision of both parties.

With respect to regulatory matters, we and Chiesi will jointly work towards a regulatory strategy for the licensed product in the Chiesi hemophilia B territory, with an understanding that Chiesi will have the final decision right on the regulatory strategy for the product in the territory, and will support our global regulatory strategy for the licensed product unless such support leads to a material increase in costs or time to market for Chiesi. Any other matter will be decided by binding arbitration.

Exclusivity Restrictions. During the term of the agreement neither party may, directly or indirectly, undertake the development, manufacture or commercialization anywhere in the Chiesi hemophilia B territory of any gene therapy for hemophilia B in humans other than the licensed product.

Term and Termination. Our agreement with Chiesi will remain in force, on a country-by-country basis, until the latest of:

- 12 years from the first commercial sale of the licensed product in the relevant country;
- expiry of any regulatory exclusivity granted by any marketing authorization or any other regulatory approval in the relevant country; or
- expiry of the last valid claim of the licensed patents covering the licensed product in the relevant country.

Unless terminated by a party with three months written notice prior to the end of the initial or any subsequent term, the agreement will automatically renew for successive five-year terms. Chiesi may terminate the agreement for convenience upon six months' prior notice to us at any time during the term following the first six months of the agreement. Chiesi also has the right to terminate the agreement in its entirety in case of our failure to supply the licensed product for a period of at least nine months, provided such failure to supply is not caused by a force majeure event. The agreement may also be terminated in its entirety by either party in the event of a material breach by the other party, or if the other party or any of its affiliates or third party contractors challenges the validity, enforceability, patentability or scope of any claim included in any licensed patent.

Competition

The biotechnology and pharmaceutical industries, including in the gene therapy field, are characterized by rapidly advancing technologies, intense competition and a strong emphasis on intellectual property. We face substantial competition from many different sources, including large and specialty pharmaceutical and biotechnology companies, academic research institutions and governmental agencies and public and private research institutions.

We are aware of several companies focused on developing gene therapies in various indications, including bluebird bio, Sangamo BioScience, AGTC, Oxford Biosciences, Spark Therapeutics, Audentes Therapeutics, RegenX and Asklepios, as well as several companies addressing other methods for modifying genes and regulating gene expression. Although companies and research institutions in the gene therapy field tend to focus on particular target indications, any advances in gene therapy technology made by a competitor may be used to develop therapies competing against Glybera or one of our product candidates. We may also face competition with respect to the treatment of some of the diseases that we are seeking to target with our gene therapies from protein pharmaceuticals under development at pharmaceutical and biotechnology companies such as Pfizer, Baxter, Bayer, Novo Nordisk, Genzyme, Shire, BioMarin, Biogen Idec and numerous other pharmaceutical and biotechnology firms.

We must also compete with existing standards of care, therapies and symptomatic treatments, as well as any new therapies that may become available in the future for the indications we are targeting. For example, for our internal programs, our competition includes the following:

- ***Glybera.*** The current standard of care for the treatment of LPLD is a restricted diet. We are aware that Novartis is developing a diacylglycerol acyltransferase-1, or DGAT-1, inhibitor, which is currently in a Phase III clinical trial for the treatment of familial chylomicronemia syndrome, and which could compete with Glybera as a treatment alternative for LPLD for a subset of patients if proven effective and approved for marketing.

- ***Hemophilia B.*** Hemophilia B is typically treated through a program of protein replacement therapy. There are a number of companies that manufacture and market protein therapies for this condition. Biogen Idec has filed a BLA with the FDA seeking approval to market and distribute a longer-acting protein replacement therapy product that would only have to be administered twice a month as opposed to several times a week. In addition, we understand that several companies are developing gene therapies for hemophilia B. Asklepios and Spark Therapeutics have announced Phase I/II studies with AAV-based gene therapy approaches.

Many of our current or potential competitors, either alone or with their collaboration partners, have significantly greater financial resources and expertise in research and development, manufacturing, preclinical testing, conducting clinical trials, and marketing approved products than we do. Mergers and acquisitions in the pharmaceutical, biotechnology and gene therapy industries may result in even more resources being concentrated among a smaller number of our competitors. Smaller or early-stage companies may also prove to be significant competitors, particularly through collaborative arrangements with large and established companies. These competitors also compete with us in recruiting and retaining qualified

scientific and management personnel and establishing clinical trial sites and patient registration for clinical trials, as well as in acquiring technologies complementary to, or necessary for, our programs.

Our commercial opportunity could be reduced or eliminated if our competitors develop and commercialize products that are safer, more effective, have fewer or less severe side effects, are more convenient or are less expensive than any products that we may develop. Our competitors also may obtain FDA or other regulatory approval for their products more rapidly than we may obtain approval for ours, which could result in our competitors establishing a strong market position before we are able to enter the market. The key competitive factors affecting the success of all of our programs are likely to be their efficacy, safety, convenience, price and the availability of reimbursement from government and other third party payors. We also believe that, due to the small size of the patient populations in the orphan indications we target, being first to market will be a significant competitive advantage. We believe that our advantages in vector and manufacturing technology will allow us to reach market in a number of indications ahead of our competitors, and to capture the markets in these indications.

We believe that our EMA-approved, commercially scalable, economically feasible manufacturing process provides a significant competitive advantage in the gene therapy field. We also believe that, in having addressed the manufacturing challenges historically associated with this field, we have positioned ourselves as a key collaboration partner for academic research institutions with exciting early stage pre-clinical programs. We expect that this will help to keep us in the forefront of the field in the development of gene therapies for rare and other diseases.

Government Regulation and Reimbursement

Government authorities in the United States, European Union and other countries extensively regulate, among other things, the approval, research, development, pre-clinical and clinical testing, manufacture (including any manufacturing changes), packaging, storage, recordkeeping, labeling, advertising, promotion, distribution, marketing, post-approval monitoring and reporting, and import and export of pharmaceutical products, biological products and medical devices. We believe that all of our product candidates will be regulated as biological products, or biologics, and in particular, as gene therapies, and will be subject to such requirements and regulations under U.S. and foreign laws.

Regulation in the United States

In the United States, the Food and Drug Administration, or FDA, regulates biologics under the Public Health Service Act, or PHSA, and the Federal Food, Drug, and Cosmetic Act, or FDCA, and regulations and guidances implementing these laws. Obtaining regulatory approvals and ensuring compliance with applicable statutes and regulatory requirements entails the expenditure of substantial time and financial resources. The failure to comply with applicable requirements may subject an applicant and/or sponsor to a variety of administrative or judicial sanctions, including refusal by FDA to approve pending applications, withdrawal of a license, imposition of a clinical hold, issuance of warning letters and other types of letters, product recalls, fines, and civil or criminal investigations and penalties brought by the Department of Justice and other federal and state government agencies.

All of our current product candidates are subject to regulation by the FDA as biologics. An applicant seeking approval to market and distribute a new biologic in the United States must typically undertake the following:

- completion of preclinical laboratory tests, animal studies and formulation studies in compliance with FDA's good laboratory practice, or GLP, regulations;

- submission to FDA of an Investigational New Drug, or IND Application, which allows human clinical trials to begin unless the FDA objects within 30 days;

- approval by an independent institutional review board, or IRB, representing each clinical site before each clinical trial may be initiated;
- performance of adequate and well-controlled human clinical trials in accordance with FDA's or EMA's good clinical practices, or GCP, to establish the safety, potency, purity and efficacy of the proposed biological product for each indication;
- preparation and submission to FDA of a Biologics License Application, or BLA;
- satisfactory review of the BLA by an FDA advisory committee, when appropriate or if applicable;
- satisfactory completion of one or more FDA inspections of the manufacturing facility or facilities at which the product, or components thereof, are produced to assess compliance with current Good Manufacturing Practices, or cGMP, requirements and to assure that the facilities, methods and controls are adequate to preserve the product's identity, strength, quality and purity;
- payment of user fees and securing FDA approval of the BLA; and
- compliance with any post-approval requirements, including Risk Evaluation and Mitigation Strategies, or REMS, and post-approval studies required by FDA.

Human Clinical Studies Under an IND

Clinical trials involve the administration of the investigational biologic to human subjects under the supervision of qualified investigators in accordance with GCP requirements. A protocol for each clinical trial and any subsequent protocol amendments must be submitted to FDA as part of an IND. A clinical trial may not proceed unless and until an IND becomes effective, which is 30 days after its receipt by FDA unless before that time FDA raises concerns or questions related to one or more proposed clinical trials and places the trial on clinical hold.

In addition, an IRB at each institution participating in the clinical trial must review and approve the plan for any clinical trial before it commences at that institution, and the IRB must conduct continuing review and reapprove the study at least annually. An IRB must operate in compliance with FDA regulations, and information about certain clinical trials must be submitted within specific timeframes to the NIH for public dissemination on their ClinicalTrials.gov website.

Human clinical trials are typically conducted in three sequential phases, which may overlap or be combined:

- Phase I: The biological product is initially introduced into healthy human subjects or patients with the target disease or condition and tested for safety, dosage tolerance, absorption, metabolism, distribution, excretion and, if possible, to gain an early understanding of its effectiveness.
- Phase II: The biological product is administered to a limited patient population to identify possible adverse effects and safety risks, to preliminarily evaluate the efficacy of the product for specific targeted diseases and to determine dosage tolerance and optimal dosage.
- Phase III The biological product is administered to an expanded patient population in adequate and well-controlled clinical trials to generate sufficient data to statistically confirm the potency and safety of the product for approval, to establish the overall risk-benefit profile of the product and to provide adequate information for the labelling of the product.

Progress reports detailing the results of the clinical trials must be submitted at least annually to FDA and more frequently if serious adverse events occur. The FDA or the sponsor may suspend or terminate a clinical trial at any time on various grounds, including a finding that the research subjects are being exposed to an unacceptable health risk. Similarly, an IRB can suspend or terminate approval of a clinical trial at its institution if the clinical trial is not being conducted in accordance with the IRB's requirements or if the biologic has been associated with unexpected serious harm to patients.

FDA Guidance Governing Gene Therapy Products

The FDA has issued various guidance documents regarding gene therapies, which outline additional factors that FDA will consider at each of the above stages of development and relate to, among other things, the proper preclinical assessment of gene therapies; the chemistry, manufacturing, and control information that should be included in an IND application; the proper design of tests to measure product potency in support of an IND or BLA application; and measures to observe delayed adverse effects in subjects who have been exposed to investigational gene therapies when the risk of such effects is high.

If a gene therapy trial is conducted at, or sponsored by, institutions receiving the NIH funding for recombinant DNA research, a protocol and related documentation must be submitted to, and the study registered with, the NIH Office of Biotechnology Activities, or OBA, pursuant to the NIH Guidelines for Research Involving Recombinant DNA Molecules prior to the submission of an IND to FDA. In addition, many companies and other institutions not otherwise subject to the NIH Guidelines voluntarily follow them. The NIH will convene the Recombinant DNA Advisory Committee (RAC), a federal advisory committee, to discuss protocols that raise novel or particularly important scientific, safety or ethical considerations at one of its quarterly public meetings. The OBA will notify FDA of the RAC's decision regarding the necessity for full public review of a gene therapy protocol. RAC proceedings and reports are posted to the OBA web site and may be accessed by the public.

Compliance with cGMP Requirements

Manufacturers of biologics must comply with applicable cGMP regulations, including quality control and quality assurance and maintenance of records and documentation. Manufacturers and others involved in the manufacture and distribution of such products must also register their establishments with FDA and certain state agencies. Both domestic and foreign manufacturing establishments must register and provide additional information to FDA upon their initial participation in the manufacturing process. Establishments may be subject to periodic unannounced inspections by government authorities to ensure compliance with cGMPs and other laws. Discovery of problems may result in a government entity placing restrictions on a product, manufacturer, or holder of an approved BLA, and may extend to requiring withdrawal of the product from the market. The FDA will not approve an application unless it determines that the manufacturing processes and facilities are in compliance with cGMP requirements and adequate to assure consistent production of the product within required specification.

Submission of a BLA

The results of the preclinical and clinical studies, together with detailed information relating to the product's chemistry, manufacture, controls and proposed labeling, among other things, are submitted to FDA as part of a BLA requesting a license to market the product for one or more indications. Under federal law, the submission of most BLAs is subject to an application user fee, currently exceeding $2.1 million, and the sponsor of an approved BLA is also subject to annual product and establishment user fees, currently exceeding $104,000 per product and $554,600 per establishment. These fees are typically increased annually. The FDA has agreed to specified performance goals in the review of BLAs. Most such applications are meant to be reviewed within ten months from the date of filing, and most applications for "priority review" products are meant to be reviewed within six months of filing.

The FDA may also refer applications to an advisory committee for review and a vote on approval. Typically, an advisory committee includes clinicians and other experts who review, evaluate and vote on a recommendation as to whether the application should be approved. The FDA is not bound by the recommendations of an advisory committee, but it considers such recommendations carefully when making decisions.

Expedited Review

The FDA is authorized to expedite the review of BLAs in several ways. Under the fast track program, the sponsor of a biologic candidate may request FDA to designate the product for a specific indication as a fast track product concurrent with or after the filing of the IND for the product candidate. In addition to other benefits, such as the ability to use surrogate endpoints and have greater interactions with FDA, FDA may initiate review of sections of a fast track product's BLA before the application is complete. FDA may also take certain actions with respect to products designated as breakthrough therapies, including holding meetings with the sponsor and the review team throughout the development process; providing timely advice to and communication with the product sponsor regarding development and approval; involving more senior staff in the review process; assigning a cross-disciplinary project lead for the review team; and taking certain steps to design the clinical trials in an efficient manner.

FDA's Decision on a BLA and Post-Approval Requirements

On the basis of the BLA and accompanying information, including the results of the inspection of the manufacturing facilities, FDA may issue an approval letter or a complete response letter. An approval letter authorizes commercial marketing of the biological product with specific prescribing information for specific indications. A complete response letter generally outlines the deficiencies in the submission and may require substantial additional testing or information in order for FDA to reconsider the application. If and when those deficiencies have been addressed to FDA's satisfaction in a resubmission of the BLA, FDA will issue an approval letter.

If FDA approves a product, it may limit the approved indications for use of the product, require that contraindications, warnings or precautions be included in the product labeling, require that post-approval studies, including Phase IV clinical trials, be conducted to further assess a biologic's safety after approval, require testing and surveillance programs to monitor the product after commercialization, or impose other conditions, including distribution restrictions or other risk management mechanisms, including Risk Evaluation and Mitigation Strategies (REMS). The FDA may prevent or limit further marketing of a product based on the results of post-market studies or surveillance programs.

Following approval, some types of changes to the approved product, such as adding new indications, manufacturing changes and additional labeling claims, are subject to further testing requirements and FDA review and approval. The product may also be subject to official lot release, meaning that the manufacturer is required to perform certain tests on each lot of the product before it is released for distribution. Other post-approval requirements include reporting of cGMP deviations that could affect the identity, potency, purity and overall safety of a distributed product, reporting of adverse effects, reporting new information regarding safety and efficacy, maintaining adequate record-keeping, and complying with electronic record and signature requirements.

Biosimilars and Exclusivity

The 2010 Patient Protection and Affordable Care Act authorized FDA to approve biosimilars. Under the Act, a manufacturer may submit an application for licensure of a biologic product that is "biosimilar to" or "interchangeable with" a previously approved biological product or "reference product." In order for FDA to approve a biosimilar product, it must find that there are no clinically meaningful differences between the reference product and proposed biosimilar product. A finding of "interchangeability" requires that a product is determined to be biosimilar to the reference product, and that the product can be expected to produce the same clinical results as the reference product. An application for a biosimilar product may not be submitted to FDA until four years following approval of the reference product, and it may not be approved until 12 years thereafter. These exclusivity provisions only apply to biosimilar companies and not companies that rely on their own data and file a full BLA.

Orphan Drug Exclusivity

Under the Orphan Drug Act, FDA may designate a biological product as an "orphan drug" if it is intended to treat a rare disease or condition (generally meaning that it affects fewer than 200,000 individuals in the United States, or more in cases in which there is no reasonable expectation that the cost of developing and making a biological product available in the United States for treatment of the disease or condition will be recovered from sales of the product). If a product with orphan status receives the first FDA approval, it will be granted 7 years of market exclusivity (meaning that FDA may not approve any other applications for the same product for the same indication for seven years, except in certain limited circumstances). Competitors may receive approval of different products for the indication for which the orphan product has exclusivity and may obtain approval for the same product but for a different indication. Orphan product designation does not convey any advantage in or shorten the duration of the regulatory review and approval process. In the European Union, we have been granted orphan drug exclusivity for Glybera for treatment of LPLD until October 2022, subject to the conditions applicable to orphan drug exclusivity. The FDA has also granted orphan drug designation to Glybera for treatment of LPLD, meaning that it will receive orphan drug exclusivity if it is the first product approved for that indication.

Pediatric Exclusivity

Pediatric exclusivity is another type of regulatory exclusivity in the United States and, if granted, provides for the attachment of an additional six months of marketing protection to the term of any existing regulatory exclusivity, including orphan exclusivity and exclusivity against biosimilars. This six-month exclusivity may be granted if a BLA sponsor submits pediatric data that fairly respond to a written request from the FDA for such data. The data do not need to show the product to be effective in the pediatric population studied; rather, if the clinical trial is deemed to fairly respond to the FDA's request, the additional protection is granted. If reports of requested pediatric studies are submitted to and accepted by FDA within the statutory time limits, whatever statutory or regulatory periods of exclusivity cover the product are extended by six months.

FDA Regulation of Companion Diagnostics

We may seek to develop *in vitro* and *in vivo* companion diagnostics for use in selecting the patients that we believe will respond to our gene therapies. FDA officials have issued draft guidance that, when finalized, would address issues critical to developing *in vitro* companion diagnostics, such as biomarker qualification, establishing clinical validity, the use of retrospective data, the appropriate patient population and when FDA will require that the device and the drug be approved simultaneously. The draft guidance issued in July 2011 states that if safe and effective use of a therapeutic product depends on an *in vitro* diagnostic, then FDA generally will require approval or clearance of the diagnostic at the same time that FDA approves the therapeutic product. The FDA has yet to issue further guidance, and it is unclear whether it will do so, or what the scope would be.

Anti-Kickback Provisions and Requirements

The federal anti-kickback statute prohibits, among other things, knowingly and willfully offering, paying, soliciting or receiving remuneration to induce or in return for purchasing, leasing, ordering or arranging for the purchase, lease or order of any healthcare item or service reimbursable under Medicare, Medicaid or other federally financed healthcare programs. This statute has been interpreted to apply to arrangements between pharmaceutical manufacturers on the one hand and prescribers, purchasers and formulary managers on the other. Violations of the anti-kickback statute are punishable by imprisonment, criminal fines, civil monetary penalties and exclusion from participation in federal healthcare programs. Although there are a number of statutory exemptions and regulatory safe harbors protecting certain common activities from prosecution or other regulatory sanctions, the exemptions and safe harbors are drawn narrowly, and practices that involve remuneration intended to induce prescribing, purchases or recommendations may be subject to scrutiny if they do not qualify for an exemption or safe harbor.

Federal false claims laws prohibit any person from knowingly presenting, or causing to be presented, a false claim for payment to the federal government, or knowingly making, or causing to be made, a false statement to have a false claim paid. Pharmaceutical and other healthcare companies have been prosecuted under these laws for allegedly inflating drug prices they report to pricing services, which in turn were used by the government to set Medicare and Medicaid reimbursement rates, and for allegedly providing free product to customers with the expectation that the customers would bill federal programs for the product. In addition, certain marketing practices, including off-label promotion, have also been alleged by government agencies to violate false claims laws. The majority of states also have statutes or regulations similar to the federal anti-kickback law and false claims laws, which apply to items and services reimbursed under Medicaid and other state programs, or, in several states, apply regardless of the payor.

Coverage, Pricing and Reimbursement

The containment of healthcare costs has become a priority of federal, state and foreign governments, and the prices of drugs have been a focus in this effort. Third party payors are also increasingly challenging the prices charged for medical products and services and examining the medical necessity and cost-effectiveness of medical products and services, in addition to their safety and efficacy. If these third party payors do not consider a product to be cost-effective compared to other available therapies, they may not cover the product after approval as a benefit under their plans or, if they do, the level of payment may not be sufficient to allow a company to sell its products at a profit. The U.S. government, state legislatures and foreign governments have shown significant interest in implementing cost containment programs to limit the growth of government-paid health care costs, including price controls, restrictions on reimbursement and requirements for substitution of generic products for branded prescription drugs. Adoption of such controls and measures, and tightening of restrictive policies in jurisdictions with existing controls and measures, could limit payments for pharmaceuticals.

As a result, the marketability of any product which receives regulatory approval for commercial sale may suffer if the government and third party payors fail to provide adequate coverage and reimbursement. In addition, an increasing emphasis on managed care in the United States has increased and will continue to increase the pressure on drug pricing. Coverage policies, third party reimbursement rates and drug pricing regulation may change at any time. In particular, the Patient Protection and Affordable Care Act contains provisions that may reduce the profitability of drug products, including, for example, increased rebates for drugs sold to Medicaid programs, extension of Medicaid rebates to Medicaid managed care plans, mandatory discounts for certain Medicare Part D beneficiaries and annual fees based on pharmaceutical companies' share of sales to federal health care programs. Even if favorable coverage and reimbursement status is attained for one or more products that receive regulatory approval, less favorable coverage policies and reimbursement rates may be implemented in the future.

Regulation in the European Union

Product development, the regulatory approval process, and safety monitoring of medicinal products and their manufacturers in the European Union proceed in much the same manner as they do in the United States. Therefore, many of the issues discussed above apply similarly in the context of the European Union. In addition, drugs are subject to the extensive price and reimbursement regulations of the various European Union member states.

Clinical trials

As is the case in the United States, the various phases of preclinical and clinical research in the European Union are subject to significant regulatory controls. The Clinical Trials Directive 2001/20/EC, as amended, provides a system for the approval of clinical trials in the European Union via implementation through national legislation of the member states. Under this system, approval must be obtained from the competent national authority of a European Union member state in which the clinical trial is to be

conducted. Furthermore, a clinical trial may only be started after a competent ethics committee has issued a favorable opinion on the clinical trial application, which must be supported by an investigational medicinal product dossier with supporting information prescribed by the Clinical Trials Directive and corresponding national laws of the member states and further detailed in applicable guidance documents. The sponsor of a clinical trial, or its legal representative, must be based in the European Economic Area. European regulators and ethics committees also require the submission of adverse event reports during a study and a copy of the final study report.

Marketing approval

Marketing approvals under the European Union regulatory system may be obtained through a centralized or decentralized procedure. The centralized procedure results in the grant of a single marketing authorization that is valid for all—currently 28—European Union member states.

Pursuant to Regulation (EC) No 726/2004, as amended, the centralized procedure is mandatory for drugs developed by means of specified biotechnological processes, advanced therapy medicinal products as defined in Regulation (EC) No 1394/2007, drugs for human use containing a new active substance for which the therapeutic indication is the treatment of specified diseases, including but not limited to acquired immune deficiency syndrome, neurodegenerative disorders, auto-immune diseases and other immune dysfunctions, as well as drugs designated as orphan drugs pursuant to Regulation (EC) No 141/2000. The Committee for Medicinal Products for Human Use, or CHMP, established within the EMA also has the discretion to permit other products to use the centralized procedure if it considers them sufficiently innovative or they contain a new active substance. Given our focus on gene therapies, which fall within the category of advanced therapy medicinal products, or ATMPs, and orphan indications, our products and product candidates should typically qualify for the centralized procedure.

In the marketing authorization application, or MAA, the applicant has to properly and sufficiently demonstrate the quality, safety and efficacy of the drug. Under the centralized approval procedure, the CHMP, is responsible for drawing up the opinion of the EMA on any matter concerning the admissibility of the files submitted in accordance with the centralized procedure, such as an opinion on the granting, variation, suspension or revocation of a marketing authorization, and pharmacovigilance. For ATMPs, a special scientific committee within the EMA known as the Committee for Advanced Therapies, or CAT, is responsible in conjunction with the CHMP for the evaluation of ATMPs. The CAT is primarily responsible for the scientific evaluation of ATMPs and prepares a draft opinion on the quality safety and efficacy of each ATMP for which a MAA is submitted. The CAT's opinion is then taken into account by the CHMP when giving its final recommendation regarding the authorization of a product in view of the balance of benefits and risks identified. Although the CAT's draft opinion is submitted to the CHMP for final approval, the CHMP may depart from the draft opinion, if it provides detailed scientific justification.

The CHMP and CAT are also responsible for providing guidelines on ATMPs and have published numerous guidelines, including specific guidelines on gene therapies. These guidelines provide additional guidance on the factors that the EMA will consider in relation to the development and evaluation of ATMPs and include, among other things, the preclinical studies required to characterize ATMPs; the manufacturing and control information that should be submitted in a MAA; and post-approval measures required to monitor patients and evaluate the long term efficacy and potential adverse reactions of ATMPs. Although these guidelines are not legally binding, we believe that our compliance with them is likely necessary to gain approval for any of our product candidates.

The maximum timeframe for the evaluation of an MAA by the CHMP under the centralized procedure is 210 days after receipt of a valid application. This period will be suspended until such time as the supplementary information requested by the CHMP, or in the case of ATMPs information also requested by the CAT, has been provided by the applicant. Likewise, this time-limit will be suspended for the time allowed for the applicant to prepare oral or written explanations. When an application is submitted for a

marketing authorization in respect of a drug which is of major interest from the point of view of public health and in particular from the viewpoint of therapeutic innovation, the applicant may request an accelerated assessment procedure. If the CHMP accepts such request, the time-limit of 210 days will be reduced to 150 days but it is possible that the CHMP can revert to the standard time-limit for the centralized procedure if it considers that it is no longer appropriate to conduct an accelerated assessment.

If the CHMP concludes that the quality, safety and efficacy of the product is sufficiently proven, it adopts a positive opinion. This is sent to the European Commission which drafts a decision. After consulting with the member states, the European Commission adopts a decision and grants a marketing authorization, which is valid for the whole of the European Union.

The European Commission may grant a so-called "marketing authorization under exceptional circumstances". Such authorization is intended for products for which the applicant can demonstrate that it is unable to provide comprehensive data on the efficacy and safety under normal conditions of use, because the indications for which the product in question is intended are encountered so rarely that the applicant cannot reasonably be expected to provide comprehensive evidence, or in the present state of scientific knowledge, comprehensive information cannot be provided, or it would be contrary to generally accepted principles of medical ethics to collect such information. Consequently, marketing authorization under exceptional circumstances may be granted subject to certain specific obligations, which may include the following:

- the applicant must complete an identified programme of studies within a time period specified by the competent authority, the results of which form the basis of a reassessment of the benefit/risk profile;

- the medicinal product in question may be supplied on medical prescription only and may in certain cases be administered only under strict medical supervision, possibly in a hospital and in the case of a radio-pharmaceutical, by an authorised person; and

- the package leaflet and any medical information must draw the attention of the medical practitioner to the fact that the particulars available concerning the medicinal product in question are as yet inadequate in certain specified respects.

A marketing authorization under exceptional circumstances is subject to annual review to reassess the risk-benefit balance in an annual re-assessment procedure. Continuation of the authorization is linked to the annual reassessment and a negative assessment could potentially result in the marketing authorization being suspended or revoked. The renewal of a marketing authorization of a medicinal product under exceptional circumstances, however, follows the same rules as a "normal" marketing authorization. Thus, a marketing authorization under exceptional circumstances is granted for an initial 5 years, after which the authorization will become valid indefinitely, unless the EMA decides that safety grounds merit one additional five-year renewal.

The European Union also provides for a system of regulatory data and market exclusivity. According to Article 14(11) of Regulation (EC) No 726/2004, as amended, and Article 10(1) of Directive 2001/83/EC, as amended, upon receiving marketing authorization, new chemical entities approved on the basis of complete independent data package benefit from eight years of data exclusivity and an additional two years of market exclusivity. Data exclusivity prevents regulatory authorities in the European Union from referencing the innovator's data to assess a generic (abbreviated) application. During the additional two-year period of market exclusivity, a generic marketing authorization can be submitted, and the innovator's data may be referenced, but no generic medicinal product can be marketed until the expiration of the market exclusivity. The overall ten-year period will be extended to a maximum of eleven years if, during the first eight years of those ten years, the marketing authorization holder obtains an authorization for one or more new therapeutic indications which, during the scientific evaluation prior to their authorization, are held to bring a significant clinical benefit in comparison with existing therapies. Even if a compound is considered to be a new chemical entity and the innovator is able to gain the period of data exclusivity, another

company nevertheless could also market another version of the drug if such company obtained marketing authorization based on an MAA with a complete independent data package of pharmaceutical test, pre-clinical tests and clinical trials.

Additional rules apply to medicinal products for pediatric use under Regulation (EC) No 1901/2006. Potential incentives include a six-month extension of any supplementary protection certificate granted pursuant to Regulation (EC) No 469/2009, however not in cases in which the relevant product is designated as orphan medicinal products pursuant to Regulation (EC) No 141/2000, as amended. Instead, medicinal products designated as orphan medicinal product may enjoy an extension of the ten-year market exclusivity period granted under Regulation (EC) No 141/2000 to twelve years subject to the conditions applicable to orphan drugs.

Manufacturing and manufacturers' license

Pursuant to Directive 2003/94/EC as transposed into the national laws of the member states, the manufacturing of investigational medicinal products and approved drugs is subject to a separate manufacturer's license and must be conducted in strict compliance with cGMP requirements, which mandate the methods, facilities, and controls used in manufacturing, processing, and packing of drugs to assure their safety and identity. Manufacturers must have at least one qualified person permanently and continuously at their disposal. The qualified person is ultimately responsible for certifying that each batch of finished product released onto the market has been manufactured in accordance with cGMP and the specifications set out in the marketing authorization or investigational medicinal product dossier. cGMP requirements are enforced through mandatory registration of facilities and inspections of those facilities. Failure to comply with these requirements could interrupt supply and result in delays, unanticipated costs and lost revenues, and subject the applicant to potential legal or regulatory action, including but not limited to warning letters, suspension of manufacturing, seizure of product, injunctive action or possible civil and criminal penalties.

Advertising

In the European Union, the promotion of prescription medicines is subject to intense regulation and control, including a prohibition on direct-to-consumer advertising. All medicines advertising must be consistent with the product's approved summary of products characteristics, factual, accurate, balanced and not misleading. Advertising of medicines pre-approval or off-label. Some jurisdictions require that all promotional materials for prescription medicines be subjected to either prior internal or regulatory review and approval.

Other Regulatory Requirements

A holder of a marketing authorization for a medicinal product is legally obliged to fulfill a number of obligations by virtue of its status as a marketing authorization holder, or MAH. The MAH can delegate the performance of related tasks to third parties, such as distributors or marketing partners, provided that this delegation is appropriately documented and the MAH maintains legal responsibility and liabilty.

The obligations of an MAH include:

- *Manufacturing and Batch Release.* MAHs should guarantee that all manufacturing operations comply with relevant laws and regulations, applicable good manufacturing practices, with the product specifications and manufacturing conditions set out in the marketing authorization and that each batch of product is subject to appropriate release formalities.

- *Pharmacovigilance.* MAHs are obliged to establish and maintain a pharmacovigilance system, including a qualified person responsible for oversight. submit safety reports to the regulators and comply with the good pharmacovigilance practice guidelines adopted by the EMA.

- *Advertising and Promotion.* MAH holders remain responsible for all advertising and promotion of its products, including promotional activities by other companies or individuals on their behalf and in some cases must conduct internal or regulatory pre-approval of promotional materials.

- *Medical Affairs/Scientific Service.* MAHs are required to disseminate scientific and medical information on its medicinal products to healthcare professionals, regulators and patients.

- *Legal Representation and Distributor Issues.* MAHs are responsible for regulatory actions or inactions of their distributors and agents.

- *Preparation, Filing and Maintenance of the Application and Subsequent Marketing Authorization.* MAHs must maintain appropriate records, comply with the marketing authorization's terms and conditions, fulfill reporting obilgations to regulators, submit renewal applications and pay all appropriate fees to the authorities.

We hold the marketing authorization under exceptional circumstances granted for Glybera and we may hold any future marketing authorizations granted for our product candidates in our own name, or appoint an affiliate or a collaboration partner to hold marketing authorizations on our behalf. Any failure by an MAHto comply with these obligations may result in regulatory action against an MAHand ultimately threaten our ability to commercialize our products.

Reimbursement

In the European Union, the pricing and reimbursement mechanisms by private and public health insurers vary largely by country and even within countries. In respect of the public systems reimbursement for standard drugs is determined by guidelines established by the legislator or responsible national authority. The approach taken varies from member state to member state. Some jurisdictions operate positive and negative list systems under which products may only be marketed once a reimbursement price has been agreed. Other member states allow companies to fix their own prices for medicines, but monitor and control company profits and may limit or restrict reimbursement. The downward pressure on healthcare costs in general, particularly prescription drugs, has become very intense. As a result, increasingly high barriers are being erected to the entry of new products and some of EU countries require the completion of studies that compare the cost-effectiveness of a particular product candidate to currently available therapies in order to obtain reimbursement or pricing approval. Special pricing and reimbursement rules may apply to orphan drugs. Inclusion of orphan drugs in reimbursement systems tend to focus on the medical usefulness, need, quality and economic benefits to patients and the healthcare system as for any drug. Acceptance of any medicinal product for reimbursement may come with cost, use and often volume restrictions, which again can vary by country. In addition, results based rules of reimbursement may apply.

Orphan Drug Regulation

In the European Union, Regulation (EC) No 141/2000, as amended, states that a drug will be designated as an orphan drug if its sponsor can establish:

- that it is intended for the diagnosis, prevention or treatment of a life-threatening or chronically debilitating condition affecting not more than five in ten thousand persons in the Community when the application is made, or that it is intended for the diagnosis, prevention or treatment of a life-threatening, seriously debilitating or serious and chronic condition in the European Union and that without incentives it is unlikely that the marketing of the drug in the European Union would generate sufficient return to justify the necessary investment; and

- that there exists no satisfactory method of diagnosis, prevention or treatment of the condition in question that has been authorized in the European Union or, if such method exists, that the drug will be of significant benefit to those affected by that condition.

Regulation (EC) No 847/2000 sets out further provisions for implementation of the criteria for designation of a drug as an orphan drug. An application for the designation of a drug as an orphan drug must be submitted at any stage of development of the drug before filing of a marketing authorization application.

If a European Union-wide community marketing authorization in respect of an orphan drug is granted pursuant to Regulation (EC) No 726/2004 or if all the European Union member states have granted marketing authorizations in accordance with the procedures for mutual recognition, the European Union and the member states will not, for a period of 10 years, accept another application for a marketing authorization, or grant a marketing authorization or accept an application to extend an existing marketing authorization, for the same therapeutic indication, in respect of a similar drug. This period may however be reduced to six years if, at the end of the fifth year, it is established, in respect of the drug concerned, that the criteria for orphan drug designation are no longer met, in other words, when it is shown on the basis of available evidence that the product is sufficiently profitable not to justify maintenance of market exclusivity. Notwithstanding the foregoing, a marketing authorization may be granted, for the same therapeutic indication, to a similar drug if:

- the holder of the marketing authorization for the original orphan drug has given its consent to the second applicant;
- the holder of the marketing authorization for the original orphan drug is unable to supply sufficient quantities of the drug; or
- the second applicant can establish in the application that the second drug, although similar to the orphan drug already authorized, is safer, more effective or otherwise clinically superior.

Regulation (EC) No 847/2000 lays down definitions of the concepts 'similar drug' and 'clinical superiority'. Other incentives available to orphan drugs in the European Union include financial incentives such as a reduction of fees or fee waivers and protocol assistance. Orphan drug designation does not shorten the duration of the regulatory review and approval process.

Regulation in Other Countries

For other countries outside of the United States and the European Union the requirements governing the development and approval process as well as post-approval and pricing and reimbursement requirements vary from country to country. In general, clinical studies are to be conducted in accordance with GCP and the applicable regulatory requirements and the ethical principles originating from the Declaration of Helsinki.

If we fail to comply with applicable foreign regulatory requirements, we may be subject to, among other things, fines, suspension or withdrawal of regulatory approvals, product recalls, seizure of products, operating restrictions and criminal prosecution.

History of uniQure

Our business was founded in 1998 by scientists who were investigating LPLD at the Academic Medical Center of the University of Amsterdam, or AMC. In our early years we received funding and subsidized rent from the AMC, government grants, income for cGMP contract manufacturing of biologics for third parties, and small amounts of equity financing. Since our first institutional venture capital financing in 2006, we have funded our operations primarily through private and public placements of equity securities and convertible debt securities. Our predecessor entity, Amsterdam Molecular Therapeutics (AMT) N.V., or AMT, completed an initial public offering of its ordinary shares on Euronext Amsterdam in 2007 and subsequently delisted from that exchange in 2012. uniQure acquired the business of AMT in the first half of 2012.

Facilities

Our headquarters and principal laboratories are located at Meibergdreef in Amsterdam, the Netherlands, which we lease from the AMC. This 25,932 square-foot location also houses our manufacturing facility, which the EMA has approved for clinical and commercial grade production. The lease for this facility terminates in 2016. We also have a leased facility in Lexington, Massachusetts, where we have begun the build-out of a 53,000 square foot manufacturing facility. The lease for this facility terminates in 2024, and subject to the provisions of the lease, may be renewed for two subsequent five year terms.

Legal Proceedings

We are not involved in any material legal proceedings.

On December 11, 2013, we received a formal request for arbitration from Extera Partners, a consulting firm based in Cambridge, Massachusetts, alleging a fee to be due in respect of consulting services provided to us in connection with a partnering transaction. The amount claimed is $100,000 plus 2.5% of all proceeds, including equity investments, we receive from Chiesi pursuant to our collaboration agreements entered into in the second quarter of 2013. Our engagement letter with Extera Partners contains a cap limiting the maximum payment to €5.0 million. We have reviewed this claim with counsel and believe that the claim is without merit. We intend to vigorously defend against it.

Employees

As of September 30, 2013, we had a total of 79 employees, of whom 27 had an M.D. or Ph.D. degree, or the foreign equivalent. Of these employees, 19 were engaged in research and development, six in clinical development, and two in business development functions. We also engaged 33 consultants and contract workers. We do not currently have in place a works council. We believe that our relations with our employees are good.

MANAGEMENT

General

We have a two-tier board structure consisting of our management board (*raad van bestuur*) and a separate supervisory board (*raad van commissarissen*). Below is a summary of relevant information concerning our supervisory board, management board and senior management, as well as a brief summary of certain significant provisions of Dutch corporate law, the articles of association that will be in effect upon the closing of this offering and the Dutch Corporate Governance Code, or DCGC, in respect of our management board and supervisory board.

Members of Our Supervisory Board, Management Board and Senior Management

Supervisory board

The following table sets forth information with respect to each of our supervisory board members and their respective ages as of the date of this prospectus. The terms of office of all our supervisory board members expire according to a rotation plan drawn up by our supervisory board. The business address of our supervisory board members is our registered office address at Meibergdreef 61, Amsterdam 1105 BA, the Netherlands.

Our supervisory board is currently composed of the following members, all of whom will be independent under applicable NASDAQ standards immediately following the closing of this offering:

NAME	AGE	POSITION	MEMBER SINCE[1]
Ferdinand Verdonck	71	Member of the Supervisory Board (Chairman)	July 2012
Sander Slootweg	45	Member of the Supervisory Board	April 2012
Sander van Deventer	59	Member of the Supervisory Board	April 2012
Joseph M. Feczko	64	Member of the Supervisory Board	April 2012
François Meyer	65	Member of the Supervisory Board	April 2012
Paula Soteropoulos	46	Member of the Supervisory Board	July 2013

(1) For periods prior to 2012, certain of our directors served as directors of AMT, our predecessor entity.

Ferdinand Verdonck has served as our chairman since July 2012 and served as chairman of the AMT supervisory board from April 2007 until July 2012. He is a director on the boards of J.P. Morgan European Investment Trust, Groupe SNEF, Laco Information Services and Virtus Funds. From 1992 to 2003, he was the managing director of Almanij NV, a financial services company which has since merged with KBC and his responsibilities included company strategy, financial control, supervision of executive management and corporate governance, including board participation in publicly-traded and privately-held companies in many countries. He served as a member of the board of directors and chairman of the audit committee of two biotechnology companies in Belgium, Movetis and Galapagos. He has previously served as chairman of Banco Urquijo, a director of Dictaphone Corporation and a director of the Dutch Chamber of Commerce for Belgium and Luxembourg, member of the General Council and chairman of the audit committee of the Vlerick Leuven Ghent Management School. Mr. Verdonck holds a law degree from KU Leuven and degrees in economics from KU Leuven and the University of Chicago. We believe that Mr. Verdonck is qualified to serve on our supervisory board due to his expertise in the financial services and manufacturing industries and his service on the boards of directors of other companies.

Sander Slootweg has served as a member of our supervisory board since April 2012 and served as member of the AMT supervisory board from September 2006 to April 2008, including as Chairman from 2006 to 2007. Mr. Slootweg is a managing partner at Forbion Capital Partners, the Netherlands, a venture capital firm he co-founded in 2006. He currently serves on the boards of Forbion's portfolio companies

Xention, Ltd, Pulmagen Therapeutics, Ltd, Dezima Pharma, B.V. (Chairman), Ario Pharma Ltd. and Oxyrane, Ltd. In addition, in recent years Mr. Slootweg has served on the boards of Argenta Discovery Ltd (sold to Galapagos in 2010), Alantos Pharmaceuticals, Inc. (sold to Amgen in 2007), BioVex Group, Inc. (sold to Amgen in 2011), Impella Cardiosystems AG (sold to Abiomed, Inc. in 2005), Glycart AG (sold to Roche in 2005), Cambridge Drug Discovery Ltd (sold to Biofocus Plc in 2001), Fovea Pharmaceuticals S.A. (sold to Sanofi-Aventis in 2009) and Pieris AG. Mr. Slootweg holds degrees in Business and Financial Economics from the Free University of Amsterdam and in Business Administration from Nijenrode University, The Netherlands. We believe that Mr. Slootweg is qualified to serve on our supervisory board due to his expertise in the healthcare technology industry and his service on the boards of directors of other companies.

Sander van Deventer has served as a member of our supervisory board since April 2012 and served as member of the AMT supervisory board from April 2010 to April 2012. Dr. van Deventer was one of our co-founders and currently chairs uniQure's Scientific Advisory Board. He served as our interim Chief Executive Officer from January to October 2009. He is Professor of Translational Gastroenterology at the Leiden University Medical Center since 2008 and a partner of Forbion Capital Partners, which he joined in 2006. He serves on the boards of Cardoz AS, Argos Biotherapeutics, gICare Pharma Inc and Hookipa Biotech. He was previously a professor, head of the department of experimental medicine and chairman of the department of gastroenterology of the Academic Medical Center at the University of Amsterdam from 2002 to 2004, and subsequently professor of experimental medicine at the University of Amsterdam Medical School until 2008. He has more than 15 years of experience in biotechnology product development. He is the author of more than 350 scientific articles in peer-reviewed journals, and he serves as an advisor to regulatory authorities including the EMA and FDA. Dr. van Deventer holds a degree in medicine as well as a Ph.D. from the University of Amsterdam. We believe that Dr. van Deventer is qualified to serve on our supervisory board due to his expertise in the biotechnology industry and his service on the boards of directors of other biotechnology companies.

Joseph M. Feczko has served as a member of our supervisory board since April 2012 and served as a member of the AMT supervisory board from August 2010 to April 2012. Dr. Feczko worked for Pfizer Inc. from 1982 to 1992 and from 1996 to 2009, where he held positions of increasing responsibility in clinical research, regulatory affairs and safety culminating in the role of Senior Vice President and Chief Medical Officer. From 1992 to 1996, Dr. Feczko was Medical Director for GlaxoSmithKline R&D in the United Kingdom. Dr. Feczko is chairman of the board of directors at Cardoz Pharmaceuticals AB, and a director of Keryx Biopharmaceuticals, Inc. and ChemoCentryx Inc., as well as a member of the supervisory board of Cytheris. He is also a member of the board of directors of Accordia Global Health Foundation Research!America, and the Foundation of National Institute of Health, and a trustee of the New York Academy of Medicine. Dr. Feczko is a member of the Technical Expert Committee for the International Trachoma Initiative of the Task Force for Global Health. Between 2006-2011 he was a member of the Governing Board of the Technology Strategy Board of the United Kingdom. Dr. Feczko is Board Certified in Internal Medicine and Infectious Diseases. Dr. Feczko holds a bachelor of science degree from Loyola University and an M.D. from the University of Illinois College of Medicine. We believe that Dr. Feczko is qualified to serve on our supervisory board due to his expertise in the pharmaceutical and biotechnology industries.

François Meyer has served as a member of our supervisory board since April 2012 and served as a member of the AMT supervisory board from July 2010 to April 2012. Dr. Meyer was until recently CEO and Chairman of the board of TxCell SA, a cell therapy company located in France, and of which he is currently Executive Chairman. Prior to this, he was CEO of Gencell, a fully owned gene therapy subsidiary of Aventis until 2006. He was senior vice president R&D at Aventis Pharma until 2002 and prior to that he led global research at Rhone Poulenc Rorer. In the earlier part of his career he held senior management positions at Sandoz and led the gene and cell therapy business. He was a member of the board of directors or the scientific advisory board of a number of biotech companies in the gene and cell therapy area including

Introgen Therapeutics, Inc., Gene Therapy Inc., Systemix, Inc. and Biotransplant, Inc. We believe that Dr. Meyer is qualified to serve on our supervisory board due to his expertise and insight in the biotechnology industry.

Paula Soteropoulos has served as a member of our supervisory board since July 2013. Ms. Soteropoulos is Senior Vice President and General Manager, Cardiometabolic Business and Strategic Alliances at Moderna Therapeutics, Inc. a position she had held since July 2013. Previously, Ms. Soteropoulos has worked at Genzyme Corporation, a biotechnology company, from 1992 to 2013, most recently as Vice President and General Manager, Cardiovascular, Rare Diseases. Ms. Soteropoulos holds a bachelor of science degree in chemical engineering and a master of science degree in chemical and biochemical engineering, both from Tufts University, and holds an executive management certificate from the University of Virginia, Darden Graduate School of Business Administration. We believe Ms. Soteropoulos is qualified to serve on our supervisory board due to her extensive experience in the biotechnology industry.

Management board

The following table sets out information with respect to each of our management board members, their respective ages and their positions at uniQure as of the date of this prospectus. The business address of our management board members is our registered office address at Meibergdreef 61, Amsterdam 1105 BA, the Netherlands.

NAME	AGE	POSITION	DATE OF APPOINTMENT
Jörn Aldag	54	Chief Executive Officer	October 4, 2009
Piers Morgan	47	Chief Financial Officer	December 1, 2009

Jörn Aldag has served as our chief executive officer since he joined AMT, now uniQure, in October 2009. He has led our corporate development including the expansion of our gene therapy pipeline, the marketing authorization process with the EMA for Glybera and the recapitalization of AMT to form uniQure. Before joining our company he was instrumental in building Evotec AG, a drug discovery company listed on the Frankfurt Stock Exchange, serving as chief financial officer from 1997 to 2000 and as president and chief executive officer from 2001 to 2009. Prior to Evotec, Mr. Aldag served in various financial management positions at MAN AG, and as Business Director at Treuhandanstalt, the agency responsible for privatizing the East German economy after the German reunification. Mr. Aldag is Chairman of Molecular Partners AG, Zurich, Switzerland, and holds business degrees from the Harvard Business School (Advanced Management Program) and the European Business School. We believe that Mr. Aldag is qualified to serve on our management board due to his broad expertise in the biotechnology industry and his deep general management experience.

Piers Morgan has served as our chief financial officer since he joined AMT in December 2009. Mr. Morgan is currently chairman of the board and a member of the audit committee of Trino Therapeutics, a biotechnology company. He has more than 13 years of experience as chief financial officer of several biotechnology companies, including Phytopharm plc, BioAlliance Pharma SA, and Arrow Therapeutics Ltd. Prior to this period, he spent ten years in investment banking, working in mergers & acquisitions and equity capital markets with Close Brothers and Ernst & Young corporate finance. He qualified as a chartered accountant in London with PricewaterhouseCoopers. Mr. Morgan is Chairman of Trino Therapeutics Ltd and holds a degree in law and management studies from Cambridge University. We believe that Mr. Morgan is qualified to serve on our management board due to his expertise in the biotechnology industry and his accounting background.

Senior management

Our management board is supported by our senior management team. The following table sets forth information with respect to each of the members of our senior management team, their respective ages and their positions as of the date of this prospectus. The business address of the members of our senior management is our registered office address at Meibergdreef 61, Amsterdam 1105 BA, the Netherlands.

NAME	AGE	POSITION
Philip Astley-Sparke	42	President, US Operations
Christian Meyer, M.D.	46	Chief Medical Officer
Harald Petry	54	Chief Science Officer
Hans Preusting	51	Chief Business Officer
Hans Christian Rohde	56	Chief Commercial Officer

Philip Astley-Sparke has served as the president of our United Stated operations since January 2013. Mr. Astley-Sparke has been a venture partner at Forbion Capital Partners, a venture capital fund, since May 2012. He served as vice president and general manager at Amgen, Inc., a biopharmaceutical company, until December 2011, following Amgen's acquisition of BioVex Group, Inc., a biotechnology company, in March 2011. Mr. Astley-Sparke had been president and chief executive officer of BioVex Group since 2007, which he joined in 2000, and previously served in the roles of President & COO and CFO. He oversaw the company's relocation to the U.S. where he grew operations from scratch, including overseeing the construction of a commercial-grade manufacturing facility. Prior to Biovex, Mr. Astley-Sparke was a healthcare investment banker with Chase H&Q/Robert Fleming. He qualified as a chartered accountant with Arthur Andersen in London and holds a bachelor's degree in cellular pathology and molecular pathology from Bristol University in the United Kingdom. He also serves as chairman of the board of Oxyrane, a biotechnology company.

Christian Meyer, M.D. has served as our chief medical officer since October 2013. Dr. Meyer has more than 13 years of clinical research experience with both biotechnology companies and large pharma, with particular expertise in the development of treatments for rare diseases, including acute intermittent porphyria and lysosomal storage disorders. From 2010-2013 he was the chief medical officer at Cardoz AB, a pharmaceutical company. Prior to that, from 2006 to 2010, Dr. Meyer held leadership positions in clinical development at Symphogen A/S, a biopharmaceutical company, where he was senior vice president for medical affairs and vice president of clinical development. Prior to Symphogen A/S, he played an important role in clinical development at Zymenex A/S and spent five years in clinical development at Novo Nordisk A/S, both biopharmaceutical companies. Dr. Meyer received both his M.D. and Ph.D. degrees from the University of Copenhagen, Denmark.

Harald Petry has served as our chief science officer since January 2012. Dr. Petry joined AMT in May 2007 as director of research and development. He has worked in the area of gene therapy for more than 15 years and has extensive experience in pharmaceutical research. Prior to joining us, he worked at Jenapharm GmbH (Germany), a pharmaceutical company, from 2001 to 2002 and Berlex Biosciences (US), a biotechnology company, from 2002 to 2007 in different functions with increasing managerial and leadership responsibility. Dr. Petry holds his doctoral degree in biology from Justus-Liebig-Universität Giessen.

Hans Preusting has served as our chief business officer since July 2011, still at AMT, where he first joined us as a Director of Process Development and Manufacturing, in August 2006. He holds a PhD in biochemistry and an MBA from Rotterdam School of Management. He has more than 20 years of experience in product development and manufacturing using fermentation and cell culture techniques. Prior to joining

us, he was at Solvay Pharmaceuticals, DSM and Gist-brocades. Dr. Preusting holds two patents and has published more than 20 scientific articles.

Hans Christian Rohde has served as our chief commercial officer since December 2012. Mr. Rohde has almost 25 years of experience in commercial roles at leading biotechnology and pharmaceutical companies. From 2007 until 2012 he was chief commercial officer at Basilea Pharmaceutica, a pharmaceutical company, and member of its executive management committee with responsibility for global commercial operations, marketing, supply chain, medical affairs, pricing and market access. Prior to Basilea Pharmaceutica, Mr. Rohde was corporate vice president, head of global therapeutic areas reproductive health and endocrinology at Merck-Serono, a pharmaceutical company, from 2003 until 2007. Before this he was responsible for international marketing and global market development at Biogen Idec, a biotechnology company. Mr Rohde holds a masters of science from the University of Copenhagen and a masters of business administration from the Birmingham Business School, the University of Birmingham in the UK.

Corporate Governance

Supervisory Board

Our supervisory board is responsible for the supervision of the activities of our management board and our company's general affairs and business. Our supervisory board may also, on its own initiative, provide the management board with advice and may request any information from the management board that it deems appropriate. In performing its duties, the supervisory board is required to act in the interests of our company (including its stakeholders) and its associated business as a whole. The members of the supervisory board are not authorized to represent us in dealings with third parties.

The articles of association of our company provide that members of the supervisory board are appointed at the general meeting of shareholders following a non-binding proposal of the supervisory board. The number of supervisory board members is determined by the supervisory board itself.

Our articles of association provide that members of our supervisory board will serve for a maximum term of four years, unless the resolution appointing a supervisory board member provides otherwise, and may only be reappointed twice. The articles of association provide that the supervisory board members must retire periodically in accordance with a rotation plan to be adopted by the supervisory board. The supervisory board appoints a chairman from among its members if there is more than one supervisory director.

Under our articles of association, the general meeting of shareholders may suspend or dismiss supervisory board members at any time. A resolution by the general meeting of shareholders to suspend or dismiss a supervisory director requires at least a two thirds majority of the votes cast, provided such majority represents more than half the issued share capital, unless the proposal was made by the supervisory board, in which case a simple majority of the votes cast is sufficient.

Our supervisory board can only adopt resolutions by an absolute majority of the total number of votes to be cast if the majority of the supervisory board members then in office are present or represented. The supervisory board may also adopt resolutions outside a meeting, provided that such resolutions are adopted in writing and submitted to all members of the supervisory board and provided that no such supervisory board member objects to adopting resolutions without conducting a meeting. Each supervisory board member is entitled to cast one vote.

Management Board

Our management board is responsible for the day-to-day management of our operations under the supervision of the supervisory board. The management board is required to

- keep the supervisory board informed in a timely manner in order to allow the supervisory board to carry out its responsibilities;

- consult with the supervisory board on important matters; and
- submit certain important decisions to the supervisory board for its approval, as more fully described below.

Our management board may perform all acts necessary or useful for achieving our corporate purposes, other than those acts that are prohibited by law or by our articles of association, as more fully discussed below. The management board as a whole, or any two members acting jointly, is authorized to represent us in dealings with third parties.

Under our articles of association, the number of members of the management board is determined by the supervisory board and the management board must consist of at least one member.

Members of the management board are appointed by the general meeting of shareholders following a non-binding proposal of the supervisory board. Our articles of association provide that, unless the resolution appointing a management board member provides otherwise, members of our management board will serve for a maximum term of four years and may only be reappointed immediately following one term for a term of not more than four years at a time.

The general meeting of shareholders may suspend or dismiss members of the management board at any time. The supervisory board may also suspend members of the management board at any time. A suspension of a management board member by the supervisory board may be discontinued at any time by action by the general meeting of shareholders.

Under the Dutch Civil Code, decisions of our management board require approval by our general meeting of shareholders if and when these relate to an important change in the identity or character of the company or of our business. Such decisions include:

- a transfer of all or substantially all of our business to a third party;
- the entry into or termination of, by ourselves or one of our subsidiaries, a material long-term cooperation with another person or partnership or a general or limited partnership in which we serve as a general partner;
- the acquisition or divestment of an interest in the capital of another legal person or partnership as a participating holding (deelneming), within the meaning of the Dutch Civil Code, having a value of at least one-third of the aggregate amount of our assets according to our most recent consolidated annual balance sheet.

Under our articles of association, the following decisions of the management board must be approved by the supervisory board:

- the sale or disposition of all, or an essential part of, our assets;
- the issuance and acquisition of shares and of debentures chargeable against us or chargeable against a limited partnership (*commanditaire vennootschap*), or a general partnership (*vennootschap onder firma*) of which we are the fully liable partner;
- the application for quotation, or withdrawal of quotation, of our shares or debt on any stock exchange;
- our entry into or termination of any long-term, material cooperation by us or our subsidiary with another legal entity or partnership;
- our investment in the capital of another company in an amount equal to at least one-fourth of our issued capital plus our reserves, as reflected on our most recent balance sheet, as well as a material change to such investment;
- filing a petition for bankruptcy (*faillissement*) or for suspension of payments (*surseance van betaling*);
- the termination of a significant number of our employees simultaneously or within a short period of time;

- a significant change in the employment conditions of our employees; and
- a decrease in our issued capital.

Our supervisory board may determine that a resolution that would otherwise be subjected to its approval will not require such approval if the amount involved does not exceed a value fixed by the supervisory board and notice is given to the management board in writing. Our supervisory board may also require that additional actions, beyond those listed above, by the management board be conditioned upon the supervisory board's approval. Such actions must be clearly specified to the management board in writing. The absence of approval of the supervisory board does not affect the authority of the management board or its members to represent us in dealings with third parties.

The management board must inform the supervisory board in writing of the key elements of our strategic policy, our general and financial risks and our management and control system at least once a year.

Committees of the Supervisory Board

Upon the completion of this offering, we will have an audit committee, a remuneration committee and a nominating and corporate governance committee. We have adopted a charter for each of these committees.

Audit Committee

Upon the completion of this offering, our audit committee will consist of Messrs. Ferdinand Verdonck (Chairman), , and . Each member satisfies the independence requirements of the NASDAQ listing standards, and Mr. qualifies as an "audit committee financial expert," as defined in Item 16A of Form 20-F and as determined by our supervisory board. The audit committee will oversee our accounting and financial reporting processes and the audits of our consolidated financial statements. The audit committee will be responsible for, among other things:

- making recommendations to our supervisory board regarding the appointment by the general meeting of shareholders of our independent auditors;
- overseeing the work of the independent auditors, including resolving disagreements between management and the independent auditors relating to financial reporting;
- pre-approving all audit and non-audit services permitted to be performed by the independent auditors;
- reviewing the independence and quality control procedures of the independent auditors;
- discussing material off-balance sheet transactions, arrangements and obligations with management and the independent auditors;
- reviewing and approving all proposed related-party transactions;
- discussing the annual audited consolidated and statutory financial statements with management;
- annually reviewing and reassessing the adequacy of our audit committee charter;
- meeting separately with the independent auditors to discuss critical accounting policies, recommendations on internal controls, the auditor's engagement letter and independence letter and other material written communications between the independent auditors and the management; and
- attending to such other matters as are specifically delegated to our audit committee by our supervisory board from time to time.

Remuneration Committee

Upon the completion of this offering, our remuneration committee will consist of Messrs. Sander van Deventer, Joseph Feczko, and Francois Meyer. Each member satisfies the independence requirements of the NASDAQ listing standards. The remuneration committee will assist the supervisory board in reviewing and approving or recommending our compensation structure, including all forms of compensation relating to our supervisory directors and management. Members of our management may not be present at any committee

meeting while the compensation of our chief executive officer is deliberated. Subject to the terms of the remuneration policy approved by our general meeting of shareholders from time to time, as required by Dutch law, the remuneration committee will be responsible for, among other things:

- reviewing and making recommendations to the supervisory board with respect to compensation of our management board and supervisory board members;
- reviewing and approving the compensation, including equity compensation, change-of-control benefits and severance arrangements, of our chief executive officer, chief financial officer and such other members of our management as it deems appropriate;
- overseeing the evaluation of our management;
- reviewing periodically and making recommendations to our supervisory board with respect to any incentive compensation and equity plans, programs or similar arrangements;
- exercising the rights of our supervisory board under any equity plans, except for the right to amend any such plans unless otherwise expressly authorized to do so; and
- attending to such other matters as are specifically delegated to our compensation committee by our supervisory board from time to time.

Nominating and Corporate Governance Committee

Upon the completion of this offering, our nominating and corporate governance committee will consist of Messrs. , , and . Each member satisfies the independence requirements of the NASDAQ listing standards. The nominating and corporate governance committee will assist the supervisory board in selecting individuals qualified to become our supervisory directors and in determining the composition of the supervisory board and its committees. The nominating and corporate governance committee will be responsible for, among other things:

- recommending to the supervisory board persons to be nominated for election or re-election to the supervisory board at any meeting of the shareholders;
- overseeing the supervisory board's annual review of its own performance and the performance of its committees; and
- considering, preparing and recommending to the supervisory board a set of corporate governance guidelines.

Other Corporate Governance Matters

The Sarbanes-Oxley Act of 2002, as well as related rules subsequently implemented by the SEC, requires foreign private issuers, including our company, to comply with various corporate governance practices. In addition, NASDAQ rules provide that foreign private issuers may follow home country practice in lieu of the NASDAQ corporate governance standards, subject to certain exceptions and except to the extent that such exemptions would be contrary to U.S. federal securities laws. The home country practices followed by our company in lieu of NASDAQ rules are described below:

- We do not intend to follow NASDAQ's quorum requirements applicable to meetings of shareholders. In accordance with Dutch law and generally accepted business practice, our articles of association do not provide quorum requirements generally applicable to general meetings of shareholders.
- We do not intend to follow NASDAQ's requirements regarding the provision of proxy statements for general meetings of shareholders. Dutch law does not have a regulatory regime for the solicitation of proxies and the solicitation of proxies is not a generally accepted business practice in the Netherlands. We do intend to provide shareholders with an agenda and other relevant documents for the general meeting of shareholders.

We intend to take all actions necessary for us to maintain compliance as a foreign private issuer under the applicable corporate governance requirements of the Sarbanes-Oxley Act of 2002, the rules adopted by the SEC and NASDAQ's listing standards. As a Dutch company listed on a government-recognized stock

exchange, we are required to apply the provisions of the DCGC, or explain any deviation from the provisions of such code in our Dutch annual report required by Dutch law.

Because we are a foreign private issuer, our supervisory board members, management board members and senior management are not subject to short-swing profit and insider trading reporting obligations under section 16 of the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act"). They will, however, be subject to the obligations to report changes in share ownership under section 13 of the Exchange Act and related SEC rules.

Compensation

Supervisory Board Compensation

The members of our supervisory board receive board fees of €20,000 per year. The chairman receives board fees of €30,000 per year. In addition, members receive €1,500 for attendance in person at each supervisory board meeting and €500 for attendance by telephone. In 2012, the aggregate compensation paid to our supervisory directors was €255,000, consisting of the payments set forth below:

(€ in thousands)	SHARE-BASED PAYMENTS[1]	BOARD FEE	2012 TOTAL
Ferdinand Verdonck	14	29	43
Sander van Deventer[2]	—	8	8
Joseph Feczko	40	29	69
Francois Meyer	40	29	69
Sander Slootweg[3]	—	—	—
Philippe Van Holle[4]	40	26	66
Total	**134**	**121**	**255**

(1) The share-based payment reflects the value of share options granted during the year, as required by IFRS.
(2) Following the combination of uniQure and AMT on April 5, 2012, Professor van Deventer has received no remuneration.
(3) Appointed April 5, 2012; Mr. Slootweg receives no remuneration.
(4) Resigned January 1, 2013.

Management Board and Other Senior Management Compensation

The table below sets out a breakdown of the compensation in 2012 of the members of the management board and senior management:

(€ in thousands)	SHORT TERM EMPLOYEE BENEFITS	SHARE-BASED PAYMENTS[1]	POST-EMPLOYMENT BENEFITS	OTHER LONG TERM BENEFITS	TERMINATION BENEFITS	TOTAL
Jörn Aldag	437	359	64	—	—	860
Piers Morgan	258	150	28	—	—	436
Total for Management Directors	**695**	**509**	**92**	**—**	**—**	**1,296**
Senior Management	689	452	41	—	—	1,182
Total	**1,384**	**961**	**133**	**—**	**—**	**2,478**

(1) The share-based payment reflects the value of options granted during the year together with a charge for the period to April 5, 2012 in respect of options granted by AMT.

Our Chief Executive Officer, Jörn Aldag, is entitled to a bonus in the event of a sale of our company equal to 1% of the total consideration payable in such sale. Such bonus would take the form of consideration received by our shareholders in connection with such sale, and would be payable as and when the consideration is paid to our shareholders.

2013 Share Incentive Plan

Our 2013 Plan was adopted by our supervisory board and approved by our shareholders in , 2013. We will begin making grants under the 2013 Plan following the effective date of the Registration Statement of which this prospectus forms a part. The 2013 Plan provides for the grant of incentive share options, non-statutory share options, share appreciation rights, restricted share awards, restricted share units and other share-based or cash awards. Upon effectiveness of the plan, the number of shares that will be reserved for issuance under the 2013 Plan will be . Our employees, officers, directors, consultants and advisors are eligible to receive awards under the 2013 Plan. However, incentive share options may only be granted to our employees. The maximum number of ordinary shares with respect to which awards may be granted to any participant under the 2013 Plan is 1,000,000 per calendar year. For purposes of this limit on the maximum number of shares that may be awarded to any participant, the combination of an option in tandem with a share appreciation right will be treated as a single award.

Pursuant to the terms of the 2013 Plan, our supervisory board administers the plan and, subject to any limitations in the plan, selects the recipients of awards and determines:

- the number of ordinary shares covered by options and the dates upon which the options become exercisable;
- the type of options to be granted;
- the duration of options, which may not be in excess of ten years;
- the exercise price of options, which must be at least equal to the fair market value of our ordinary shares on the date of grant; and
- the number of ordinary shares subject to and the terms of any share appreciation rights, restricted share awards, restricted share units or other share-based awards and the terms and conditions of such awards, including conditions for repurchase, issue price and repurchase price.

If our supervisory board delegates authority to an executive officer to grant awards under our 2013 Plan, the executive officer will have the power to make awards to all of our employees, except herself or himself, any other executive officer and any other person that our supervisory board may from time to time designate in writing as not being eligible. Our supervisory board will fix the terms of the awards to be granted by such executive officer, including the exercise price of such awards, and the maximum number of shares subject to awards that such executive officer may make.

Upon a merger or other reorganization event, our supervisory board may, in its sole discretion, take any one or more of the following actions pursuant to the 2013 Plan as to some or all outstanding awards other than restricted shares:

- provide that all outstanding awards shall be assumed, or substantially equivalent awards shall be substituted, by the acquiring or successor corporation (or an affiliate thereof);
- upon written notice to a participant, provide that all of the participant's unexercised awards will terminate immediately prior to the consummation of such reorganization event unless exercised by the participant;
- 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;
- in the event of a reorganization event pursuant to which holders of ordinary shares will receive a cash payment for each share surrendered in the reorganization event, make or provide for a cash payment to the participants with respect to each award held by a participant equal to (1) the number 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 (2) the excess, if any, of the cash payment for each share surrendered in the reorganization event over the exercise, measurement or purchase price of such award and any applicable tax withholdings, in exchange for the termination of such award;

- provide that, in connection with a liquidation or dissolution, awards shall convert into the right to receive liquidation proceeds.

Our supervisory board does not need to take the same action with respect to all awards and may take different actions with respect to portions of the same award.

In the case of certain restricted share units, no assumption or substitution is permitted, and the restricted share units will instead be settled in accordance with the terms of the applicable restricted share unit agreement.

Upon the occurrence of a reorganization event other than a liquidation or dissolution, the repurchase and other rights with respect to outstanding restricted share awards will continue for the benefit of the successor company and will, unless the supervisory board may otherwise determine, apply to the cash, securities or other property into which our ordinary shares are converted or exchanged pursuant to the reorganization event. Upon the occurrence of a reorganization event involving a liquidation or dissolution, all restrictions and conditions on each outstanding restricted share award will automatically be deemed terminated or satisfied, unless otherwise provided in the agreement evidencing the restricted share award.

At any time, our supervisory board may, in its sole discretion, provide that any award under the 2013 Plan will become immediately exercisable in full or in part, free of some or all restrictions or conditions, or otherwise realizable in full or in part.

No award may be granted under the 2013 Plan on or after , 2023. Our supervisory board may amend, suspend or terminate the 2013 Plan at any time, except that shareholder approval may be required to comply with applicable law or stock market requirements. While our ordinary shares are listed on the NASDAQ Global Market, we may not, without shareholder consent, amend, cancel or take any action under the 2013 Plan that constitutes a "repricing" within the meaning of the rules of the NASDAQ Global Market.

2012 Option Plan

We adopted our 2012 Option Plan in June 2012, which we refer to as the 2012 plan. As of September 30, 2013, a total of 10,906,414 shares have been approved to be issued pursuant to options granted under the 2012 Option Plan.

The 2012 plan allows us to grant options to acquire ordinary shares to employees of uniQure and its subsidiaries as determined from time to time by our management board after authorization from our supervisory board. The 2012 plan is administered and all grants under the 2012 plan must be approved by our supervisory board. All grants of options to members of our management board and supervisory board must also be approved by the general meeting of shareholders to the extent required by Dutch law.

Options granted under the 2012 plan generally vest at a rate of one-third on the first anniversary of the grant date with the remainder vesting on a straight line daily basis over the next two years.

Substantially all options under our 2012 plan will vest in full upon the completion of this offering. No further grants will be made under the 2012 plan following the closing of this offering.

RELATED-PARTY TRANSACTIONS

Since January 1, 2010, we have engaged in the following transactions with the members of our supervisory board, management board, senior management, holders of class A ordinary shares, and their affiliates, which we refer to as our related parties.

2012 and 2013 Convertible Notes

In December 2012, January 2013 and March 2013, we sold convertible promissory notes in the aggregate principal amount of €13.5 million in a private placement to certain of our existing investors, which we refer to as the convertible notes. The convertible notes accrued interest at a rate equal to 8% per year, and had a maturity date of December 31, 2014, unless previously converted. No payments of principal or interest were made under these notes. In addition, in connection with the issuance of the convertible notes we issued the holders of such convertible notes warrants to purchase an aggregate of 668,163 of our class A ordinary shares. In July 2013, the convertible notes were converted into an aggregate of 6,681,678 of our class A ordinary shares.

The following table sets forth the participation in this financing by our related parties:

PURCHASER	AGGREGATE PRINCIPAL AMOUNT OF CONVERTIBLE NOTES	CLASS A ORDINARY SHARES ISSUED UPON CONVERSION OF CONVERTIBLE NOTES	CLASS A ORDINARY SHARES ISSUABLE UPON EXERCISE OF WARRANTS
Forbion Co-Investment Cooperatief U.A. (1)	€ 1,000,000	495,049	49,504
Cooperatieve Gilde Healthcare II U.A.	€ 1,000,000	495,049	49,504
Coller International Partners V-A, L.P.	€10,000,000	4,950,495	495,049
Lupus Alpha	€ 1,000,000	495,049	49,504
Grupo Netco	€ 497,000	246,036	24,602

(1) Sander Slootweg, a member of our supervisory board, is an Managing Partner at Forbion Capital Partners. Sander van Deventer, a member of our supervisory board, is a partner at Forbion Capital Partners.

2012 Share Purchase Incentive Plan

In November 2012, we raised an aggregate of €552,202 through the issue of class B ordinary shares at a price of €0.614 per share in part to members of our supervisory board and senior management, including Joseph Feczko, Francois Meyer, Ferdinand Verdonck, Piers Morgan and Hans Christian Rohde.

2012 Public to Private Transaction

In April 2012, we completed the acquisition of the business of AMT. In connection with this transaction, we issued 31,101,065 ordinary shares to the AMT shareholders as consideration for the business of AMT.

The following table sets forth the number of ordinary shares received by our related parties.

SHAREHOLDER	NUMBER OF ORDINARY SHARES
Entities affiliated with Forbion[1]	5,987,685
Cooperatieve Gilde Healthcare II U.A.	6,081,803
Ferdinand Verdonck	131,178
Sander van Deventer	49,298
Joseph M. Feczko	118,843
François Meyer	88,860
Jörn Aldag	119,299
Piers Morgan	21,765
Harald Petry	3,137
Hans Preusting	12,639

Issuance of Class A Ordinary Shares Pursuant to Conversion of Convertible Notes

As part of the transaction with AMT, we assumed a €5.0 million convertible loan provided to AMT by Forbion in December 2009. On April 5, 2012, this loan, together with accrued interest of €320,000, was converted into our class A ordinary shares at a price of €1.00 per share, resulting in the issue to Forbion of 5,320,000 class A ordinary shares. The terms of the conversion represented an amendment to the original conversion price of €3.69 per AMT share. This amendment to the conversion terms formed part of the terms of the acquisition.

Issuance of Class A Ordinary Shares to Forbion

On April 5, 2012, we raised €6.0 million through an issue to Forbion of 9,771,987 of our class A ordinary shares at a price of €0.614 per share.

Issuance of Class A Ordinary Shares to Gilde

On May 18, 2012, we raised a further €1.0 million through the issue of 1,628,664 of our class A ordinary shares to Gilde at a price of €0.614 per share.

Issuance of AMT Ordinary Shares

In October 2010, AMT issued 8.4 million of its ordinary shares at a price per share of €1.70 for a purchase price of €14.3 million.

The following table sets forth the participation in this financing by our executive officers, entities affiliated with our directors and our ten percent shareholders and their affiliates.

PURCHASER	AMT ORDINARY SHARES PURCHASED
Forbion Capital Fund I Cooperatief U.A.[1]	588,235
Cooperatieve Gilde Healthcare II U.A.	882,353
Jörn Aldag	29,412
Piers Morgan	11,765

(1) Sander Slootweg, a member of our supervisory board, is a managing partner at Forbion Capital Partners. Sander van Deventer, a member of our supervisory board, is a partner at Forbion Capital Partners.

Advisory Agreement

Dr. Van Deventer, who served as our interim Chief Executive Officer from February to November 2010 and currently serves as an advisor to us and as a member of our supervisory board, is a partner of Forbion. In 2010, 2011 and 2012, Dr. Van Deventer received advisory fees of €19,000, €56,000 and €8,000 from us.

Shareholders Agreements

Class A Shareholders Agreement

On April 19, 2012, we, entities affiliated with Forbion and Cooperatieve Gilde Healthcare II U.A, entered into a class A shareholders agreement, which we refer to as the class A shareholders agreement.

The shareholders agreement includes provisions related to:

- registration rights in respect of our shares, in case they are listed on a United States securities exchange, which rights have been waived in connection with this offering
- the management of our company, including nomination rights relating to our supervisory board and our management board, consent rights of our supervisory board, approval rights of shareholders, pre-emptive rights, dividends and voting; and
- the transfer of shares, including the prohibition of share transfers unless permitted by the shareholders

Upon consummation of this offering, the class A shareholders agreement will terminate.

Class B Shareholders Agreement

On April 19, 2012, we, entities affiliated with Forbion, Cooperatieve Gilde Healthcare II U.A and Stichting Administratiekantoor uniQure, B.V., entered into a class B shareholders agreement, which we refer to as the class B shareholders agreement.

The shareholders agreement includes provisions related to:

- the management of our company, including nomination rights relating to our supervisory board and our management board, consent rights of our supervisory board, approval rights of shareholders, pre-emptive rights, dividends and voting; and
- the transfer of shares, including the prohibition of share transfers unless permitted by the shareholders

Upon consummation of this offering, the class B shareholders agreement will terminate.

Class C Shareholders Agreement

On July 8, 2013, we, our existing shareholders, Stichting Administratiekantoor uniQure, B.V. and Chiesi Farmaceutici S.p.A., entered into a class C shareholders agreement, which we refer to as the class C shareholders agreement.

The shareholders agreement includes provisions related to:

- pre-emptive rights and dividends; and
- the transfer of shares, including the prohibition of share transfers unless permitted by the shareholders

Upon consummation of this offering, the class C shareholders agreement will terminate.

PRINCIPAL SHAREHOLDERS

The following table sets forth information with respect to the beneficial ownership of our ordinary shares as of September 30, 2013 by:

- each of the members of our management board and supervisory board;
- each of our other members of senior management; and
- each person, or group of affiliated persons, who is known by us to beneficially own more than 5% of our ordinary shares.

The column entitled "Percentage of Shares Beneficially Owned—Before Offering" is based on a total of 60,948,979 ordinary shares outstanding as of September 30, 2013, and gives effect to the conversion of our class A, class B and class C ordinary shares into ordinary shares prior to the closing of this offering.

The column entitled "Percentage of Shares Beneficially Owned—After Offering" also gives effect to ordinary shares that we are selling in this offering, but not including any additional shares issuable upon exercise of outstanding options.

Beneficial ownership is determined in accordance with the rules and regulations of the SEC and includes voting or investment power with respect to our ordinary shares. Ordinary shares subject to options that are currently exercisable or exercisable within 60 days of September 30, 2013 are considered outstanding and beneficially owned by the person holding the options for the purpose of calculating the percentage ownership of that person but not for the purpose of calculating the percentage ownership of any other person. Except as otherwise noted, the persons and entities in this table have sole voting and investing power with respect to all of our ordinary shares beneficially owned by them, subject to community property laws, where applicable. Except as otherwise set forth below, the address of the beneficial owner is c/o uniQure B.V., Meibergdreef 61, 1105 BA, Amsterdam, the Netherlands.

NAME AND ADDRESS OF BENEFICIAL OWNER	NUMBER OF SHARES BENEFICIALLY OWNED	PERCENTAGE OF SHARES BENEFICIALLY OWNED	
		BEFORE OFFERING	AFTER OFFERING
5% Shareholders:			
Entities affiliated with Forbion[1]	21,673,522	35.6%	
Cooperatieve Gilde Healthcare II U.A.[2]	8,255,020	13.5%	
Entities affiliated with Advent[3]	3,761,612	6.2%	
Coller International Partners V-A, L.P.[4]	27,119,066	44.5%	
Chiesi Farmaceutici S.p.A.[5]	5,546,070	9.1%	
Management Board Members, Supervisory Board Members and Senior Management			
Ferdinand Verdonck[6]	609,542	1%	
Sander Slootweg[7]	21,673,522	35.6%	
Sander van Deventer[8]	21,673,522	35.6%	
Joseph M. Feczko[9]	242,116	*	
François Meyer[10]	192,133	*	
Paula Soteropoulos	—	—	
Jörn Aldag[11]	1,048,758	1.7%	
Piers Morgan[12]	526,303	*	
Philip Astley-Sparke[13]	21,673,522	35.6%	
Christian Meyer	—	—	
Harald Petry[14]	390,411	*	
Hans Preusting[15]	399,913	*	
Hans Christian Rohde	65,500	*	

* Represents beneficial ownership of less than one percent of our outstanding ordinary shares.

(1) Consists of (i) 4,938,367 ordinary shares held by Coöperatieve AAC LS U.A., or Coöperatieve; (ii) 7,308,884 ordinary shares held by Forbion Co-Investment Coöperatief U.A., or FCI; (iii) 9,327,469 ordinary shares held by Forbion Co-Investment II Coöperatief U.A., or FCI II; (iv) warrants held by FCI to purchase 49,504 ordinary shares that are exercisable as of September 30, 2013 or will become exercisable within 60 days after such date; and (v) 49,298 ordinary shares held by SJH van Deventer CV, or SJH. Forbion 1 Management B.V., the director of Coöperatieve and FCI, and Forbion 1 Co II Management B.V., the director of FCI II, and Forbion Capital Partners Management Services B.V., or Forbion Capital Partners, the general partner of SJH, may be deemed to have voting and dispositive power over the ordinary shares held by Coöperatieve, FCI, FCI II and SJH. Investment decisions with respect to the ordinary shares held by Coöperatieve, FCI, FCI II and SJH can be made by any two of the duly authorized representatives of Coöperatieve, FCI, FCI II and SJH. Mr. Slootweg and Dr. van Deventer are partners of Forbion Capital Partners, which acts as the investment advisor to the directors of Coöperatieve, FCI, FCI II and as General Partner to SJH. Mr. Astley-Sparke, among others, as a venture partner acts as an independent contractor in an advisory function to Forbion Capital Partners. Each of Mr. Slootweg, Dr. van Deventer and Mr. Astley-Sparke disclaim beneficial ownership of such ordinary shares, except to the extent of his pecuniary interest therein. The address of Forbion Capital Partners, Coöperatieve, FCI, FCI II and SJH is Gooimeer 2-35, 1411 DC Naarden, The Netherlands.

(2) Consists of (i) 8,205,516 ordinary shares held by Coöperatieve Gilde Healthcare II U.A. and (ii) warrants held by Coöperatieve Gilde Healthcare II U.A. to purchase 49,504 ordinary shares that are exercisable as of September 30, 2013 or will become exercisable within 60 days after such date. The manager of Coöperative Gilde Healthcare II U.A. is Gilde Healthcare II Management B.V., or Gilde Management, and Gilde Management is owned by Gilde Healthcare Holding B.V., or Gilde Holding. Three managing partners, Edwin de Graaf, Marc Olivier Perret and Martenmanshurk B.V. (of which Pieter van der Meer is the owner and manager) each own 28.66% of Gilde Holding and Stichting Administratiekantoor Gilde Healthcare Holding, or Stichting, owns 14% of Gilde Holding. Stichting is controlled by Mr. de Graaf, Mr. Perret and Martenmanshurk B.V. and issued depository receipts for shares in Gilde Holding to two partners, Arthur Franken and Dirk Kersten. Each of Mr. de Graaf, Mr. Perret and Mr. van der Meer share voting and dispositive power of the shares, and

disclaim beneficial ownership of the shares except to the extent of their respective pecuniary interest therein. The address of Coöperatieve Gilde Healthcare II U.A. is Newtonlaan 91, 3584 BP, Utrecht, The Netherlands.

(3) Consists of (i) 3,724,371 ordinary shares beneficially owned by Advent Private Equity Fund IV LP and (ii) 37,241 ordinary shares held by Advent Management IV LP. Advent Venture Partners LLP is the manager of the Advent funds and may be deemed to have voting and dispositive power over the ordinary shares held by them. The registered office of Advent Management IV LP is 50 Lothian Road, Festival Square, Edinburgh, EH3 9WJ, United Kingdom.

(4) Consists of (i) 4,950,495 ordinary shares held by Coller International Partners V-A, L.P., or Coller; (ii) warrants held by Coller to purchase 495,049 ordinary shares that are exercisable as of September 30, 2013 or will become exercisable within 60 days after such date; (iii) 2,889,438 ordinary shares held by Coöperatieve; (iv) 5,098,677 ordinary shares held by FCI; (v) 6,529,228 ordinary shares held by FCI II; and (vi) warrants held by FCI to purchase 34,533 shares that are exercisable as of September 30, 2013 or will become exercisable within 60 days after such date. Coller is a limited partner of the Forbion funds. Coller has no dispositive or voting power over ordinary shares held by the Forbion funds and disclaims beneficial ownership of such ordinary shares except to the extent of its pecuniary interest therein. See Note 1. The general partner of Coller is Coller International General Partner V, L.P. of which Coller Investment Management Limited, or CIML, is the general partner. The directors of CIML are Jeremy Joseph Coller, Cyril Joseph Mahon, Roger Alan Le Tissier, Paul McDonald, Peter Michael Hutton, John Charlton Loveless and Andrew Thane Maden Hitchon and may be deemed to share voting and dispositive power with respect to the ordinary shares held by Coller. The CIML directors disclaim beneficial ownership of such ordinary shares except to the extent of their pecuniary interest therein. The address of Coller is c/o Coller Investment Management Limited, PO Box 255, Trafalgar Court, Les Banques, St Peter Port, Guernsey, Channel Islands.

(5) The registered office of Chiesi Farmaceutici S.p.A is Via Palermo, 26, 43122 Parma, Italy.

(6) Consists of 377,178 ordinary shares and options to purchase 232,364 ordinary shares that are exercisable as of September 30, 2013 or will become exercisable within 60 days after such date.

(7) Consists of securities held by entities affiliated with Forbion. See Note 1.

(8) Consists of (i) securities held by funds affiliated with Forbion and (ii) 49,298 ordinary shares held by SJH. See Note 1. Dr. van Deventer is the sole shareholder of SJH. Dr. van Deventer disclaims beneficial ownership of such shares, except to the extent of his pecuniary interest therein.

(9) Consists of 138,843 ordinary shares and options to purchase 103,273 ordinary shares that are exercisable as of September 30, 2013 or will become exercisable within 60 days after such date.

(10) Consists of 88,860 ordinary shares and options to purchase 103,273 ordinary shares that are exercisable as of September 30, 2013 or will become exercisable within 60 days after such date.

(11) Consists of 119,299 ordinary shares and options to purchase 929,459 ordinary shares that are exercisable as of September 30, 2013 or will become exercisable within 60 days after such date.

(12) Consists of 139,029 ordinary shares and options to purchase 387,274 ordinary shares that are exercisable as of September 30, 2013 or will become exercisable within 60 days after such date.

(13) Consists of securities held by entities affiliated with Forbion. See Note 1.

(14) Consists of 3,137 ordinary shares and options to purchase 387,274 ordinary shares that are exercisable as of September 30, 2013 or will become exercisable within 60 days after such date.

(15) Consists of 12,639 ordinary shares and options to purchase 387,274 ordinary shares that are exercisable as of September 30, 2013 or will become exercisable within 60 days after such date.

Holdings by U.S. Shareholders

As of September 30, 2013, there were no holders of record of ordinary shares located in the United States.

DESCRIPTION OF SHARE CAPITAL

General

We were incorporated on January 9, 2012 as a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) under Dutch law. On or prior to completion of this offering, we intend to convert into a public company with limited liability (*naamloze vennootschap*) pursuant to a deed of amendment and conversion, which we refer to as the Deed of Amendment and Conversion, and our legal name will be UniQure N.V.

Our company is registered with the Dutch Trade Register of the Chamber of Commerce (*handelsregister van de Kamer van Koophandel en Fabrieken*) in Amsterdam, the Netherlands under number 54385229. Our corporate seat is in Amsterdam, the Netherlands, and our registered office is at Meibergdreef 61, 1105 BA Amsterdam, the Netherlands.

As of the date of this prospectus, our share capital is divided into class A, B and C ordinary shares. All of our outstanding shares will be converted into ordinary shares pursuant to the Deed of Amendment and Conversion on or prior to completion of this offering. Our authorized share capital at the date of this prospectus amounts to €2,000,000. Our issued share capital at the date of this prospectus amounts to .

As of the execution of the Deed of Amendment and Conversion, our authorized share capital will be , divided into ordinary shares, each with a nominal value of €0.05, and preference shares, each with a nominal value of €0.05. Under Dutch law, our authorized share capital is the maximum capital that we may issue without amending our articles of association.

We have adopted an anti-takeover measure pursuant to which our management board may, subject to supervisory board approval but without approval of the general meeting of shareholders, issue (or grant the right to acquire) preference shares. We may issue an amount of preference shares up to an amount equal to 100% of our issued share capital as per the moment immediately prior to the issuance of such preferred shares. The preference shares will then be issued to a separate, newly established foundation. The purpose clause in this foundation's articles of association will provide that it will act to serve the best interests of us, our associated business and all parties connected to us, by opposing any influences that conflict with these interests and threaten to undermine our continuity, independence and identity. This foundation will be structured to operate independently from us.

The preference shares will be issued to the foundation for their nominal value, of which only 25% will be due upon issuance. The voting rights of our shares are based on nominal value and, as we expect our shares to trade substantially in excess of nominal value, preference shares issued at nominal value will obtain significant voting power for a substantially reduced price and thus be used as a defensive measure. These preference shares will have both a liquidation and dividend preference over our ordinary shares and will accrue cash dividends at a fixed rate.

Our management board may issue these preference shares to protect us from influences that do not serve our best interests and threaten to undermine our continuity, independence and identity. These influences may include a third-party acquiring a significant percentage of our ordinary shares, the announcement of a public offer for our ordinary shares, other concentration of control over our ordinary shares or any other form of pressure on us to alter our strategic policies.

We intend to apply for the listing of our ordinary shares on the Nasdaq Global Market under the symbol "QURE".

Initial settlement of the ordinary shares offered in this offering is expected to take place on or about the completion date of this offering through The Depository Trust Company, or DTC, in accordance with its

customary settlement procedures for equity securities. Each person owning ordinary shares held through DTC must rely on the procedures thereof and on institutions that have accounts therewith to exercise any rights of a holder of the ordinary shares.

Articles of Association and Dutch law

We refer to our articles of association as of the date of this prospectus as our "current articles." When we refer to our "articles of association" in this prospectus, we mean our articles of association as they will be in force after the execution of the Deed of Amendment and Conversion which is expected to take place prior to the consummation of this offering.

Our current articles were last amended by a deed of amendment, executed on July 24, 2013. We intend to further amend our current articles and convert our company into a public company with limited liability (*naamloze venootschap*) effective prior to the consummation of this offering. On , 2014 the general meeting of shareholders, resolved to amend the current articles and to convert into a public company with limited liability by means of the Deed of Amendment and Conversion, subject to completion of this offering. The draft Deed of Amendment and Conversion has been made available to the shareholders in advance of the date of the resolution and remains available for inspection by interested parties at our offices in Amsterdam, the Netherlands up to and including the completion of this offering.

Set forth below is a summary of relevant information concerning the material provisions of our articles of association and applicable Dutch law. This summary does not constitute legal advice regarding those matters and should not be regarded as such.

Amendment of Articles of Association

The general meeting of shareholders, at the proposal of our management board, with the prior approval of our supervisory board, may resolve to amend our articles of association. A resolution taken by the general meeting of shareholders to amend our articles of association requires a simple majority of the votes cast.

Company's Shareholder Register

Subject to Dutch law and the articles of association, we must keep our shareholders' register accurate and up-to-date. Our management board keeps our shareholders' register and records names and addresses of all holders of shares, showing the date on which the shares were acquired, the date of the acknowledgement by or notification of us as well as the amount paid on each share. The shareholders' register also includes the names and addresses of those with a right of use and enjoyment (*vruchtgebruik*) in shares belonging to another or a pledge over shares. The ordinary shares offered in this offering will be held through DTC, therefore DTC will be recorded in the shareholders register as the holder of the ordinary shares.

Corporate objectives

Under Article 3 of the current articles of association, our corporate objectives are:

- to research, develop, produce and commercialize products, services and technology in the biopharmaceutical sphere;
- to incorporate, participate in, conduct the management of and take any other financial interest in other companies and enterprises;
- to render administrative, technical, financial, economic or managerial services to other companies, persons or enterprises;
- to acquire, dispose of manage and exploit real and personal property, including patents, marks, licenses, permits and other intellectual property rights;
- to borrow and/or lend moneys, act as surety or guarantor in any other manner, and bind itself jointly and severally or otherwise in addition to or on behalf of others,

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

Limitation on liability and indemnification matters

Under Dutch law, managing directors, supervisory directors and certain other representatives may be held liable for damages in the event of improper or negligent performance of their duties. They may be held jointly and severally liable for damages to the company and to third parties for infringement of the articles of association or of certain provisions of the Dutch Civil Code. In certain circumstances, they may also incur additional specific civil and criminal liabilities. We have a policy insuring managing directors, supervisory directors and certain other representatives against damages resulting from their conduct when acting in their capacities as such directors or representatives. In addition, our articles of association provide for indemnification of our managing directors and supervisory directors, including reimbursement for reasonable legal fees and damages or fines incurred based on acts or failures to act in the performance of their duties. Such indemnification will not be available in instances of willful (*opzettelijk*), intentionally reckless (*bewust roekeloos*) or seriously culpable (*ernstig verwijtbaar*) conduct unless Dutch law provides otherwise.

Shareholders' meetings and consents

General meeting

General meetings of shareholders are held in Amsterdam, or in the municipality of Haarlemmermeer (Schiphol Airport), the Netherlands. The annual general meeting of shareholders must be held within six months of the end of each financial year. Additional extraordinary general meetings of shareholders may also be held whenever considered appropriate by the management board or the supervisory board.

Pursuant to Dutch law, one or more shareholders, who alone or jointly represent at least one-tenth of the issued capital, may, on their application, be authorized by the Dutch court to convene a general meeting of shareholders. The Dutch court will disallow the application if it does not appear that the applicants have previously requested that the management board and the supervisory board convene a general meeting of shareholders and neither the management nor the supervisory board has taken the necessary steps so that the general meeting of shareholders could be held within six weeks after the request.

General meetings of shareholders are convened by a notice which includes an agenda stating the items to be discussed. For the annual general meeting of shareholders the agenda will include, among other things, the adoption of our annual accounts, the appropriation of our profits and proposals relating to the composition of the management board and/or the supervisory board, including filling any vacancies in the management board and/or the supervisory board. In addition, the agenda for the general meeting of shareholders includes such items as have been (1) included therein by the management board or the supervisory board and (2) requested by one or more shareholders and/or others entitled to attend general meetings of shareholders representing at least 3% of the issued share capital of a company or such lower percentage as the articles of association may provide. Our articles of association do not state such lower percentage. Such requests must be made in writing and received by the management board at least sixty days before the day of the meeting. Our management board may decide not to place items so requested on the agenda, if it believes that doing so would be detrimental to our vital interests. No resolutions will be adopted on items other than those which have been included in the agenda.

Pursuant to our articles of association, the general meeting of shareholders is chaired by the chairman of the supervisory board. However, the chairman may charge another person to chair the general meeting in his place even if he is present at the meeting. If the chairman of our supervisory board is absent and has not charged another person to chair the meeting in his place, the supervisory directors present at the meeting shall appoint one of them to be chairman. If no supervisory directors are present at the general meeting of shareholders, the general meeting of shareholders will be chaired by the chairman of our management board or, if the chairman of our management board is absent, by one of the other managing directors designated

for that purpose by the management board. Managing directors and supervisory directors may attend a general meeting of shareholders. In these meetings, they have an advisory vote. The chairman of the meeting may decide at his discretion to admit other persons to the meeting.

All shareholders and others entitled to attend general meetings of shareholders are authorized to attend the general meeting of shareholders, to address the meeting and, in so far as they have such right, to vote.

Quorum and voting requirements

Each ordinary share confers the right on the holder thereof to cast one vote at the general meeting of shareholders. Shareholders may vote by proxy. The voting rights attached to any shares held by us are suspended as long as they are held in treasury. If a right of use and enjoyment (*vruchtgebruik)* or a right of pledge over ordinary shares was granted prior to the time such ordinary share was acquired by us, the holders of such right of use and enjoyment in ordinary shares belonging to another and the holders of a right of pledge in respect of ordinary shares held by us are not excluded from any right such holders may have to vote on such ordinary shares. We may not cast votes in respect of a share in respect of which there is a right of use and enjoyment or a right of pledge. Shares which are not entitled to voting rights pursuant to the preceding sentences will not be taken into account for the purpose of determining the number of shareholders that vote and that are present or represented, or the amount of the share capital that is present or that is represented, at a general meeting of shareholders.

In accordance with Dutch law and generally accepted business practices, our articles of association do not provide quorum requirements generally applicable to general meetings of shareholders. To this extent, our practice varies from the requirement of Nasdaq Listing Rule 5620(c), which requires an issuer to provide in its bylaws for a generally applicable quorum, and that such quorum may not be less than one-third of the outstanding voting shares.

Decisions are made at the general meeting of shareholders by an absolute majority of votes cast, except where Dutch law or our articles of association provide for a qualified majority or unanimity.

Managing directors and supervisory directors

Election of managing directors and supervisory directors

Under our articles of association, the managing directors and supervisory directors are appointed by the general meeting of shareholders, upon nomination by our supervisory board. However, the shareholders at the general meeting of shareholders may at all times overrule the binding nomination by a resolution adopted by at least a two-thirds majority of the votes cast, provided such majority represents more than half of the issued share capital of our company. If the general meeting of shareholders overrules the binding nomination, the supervisory board shall make a new nomination.

Duties and liabilities of managing directors and supervisory directors

Under Dutch law, the management board is responsible for our day-to-day management, strategy, policy and operations. The supervisory board is responsible for supervising the conduct of, and providing advice to the management board and for, supervising our business generally. Furthermore, each managing director and supervisory director has a duty to act in the corporate interest of our company. Under Dutch law, the corporate interest extends to the interests of all corporate stakeholders, such as shareholders, creditors, employees, customers and suppliers. The duty to act in the corporate interest of our company also applies in the event of a proposed sale or split-up of our company, whereby the circumstances generally dictate how such duty is to be applied. Any resolution of the management board regarding a significant change in our identity or character requires shareholder approval. For additional information, please see "Shareholder vote on certain reorganizations."

Dividends and other distributions

Amount available for distribution

We may only make distributions to our shareholders if our shareholders' equity exceeds the sum of the paid-up and called-up share capital plus the reserves as required to be maintained by Dutch law or by our articles of association. Under our articles of association, a dividend is first paid out of the profit, if available for distribution, on any preference shares, of which none will be outstanding on completion of this offering. Any amount remaining out of the profit is carried to reserve as the management board determines, subject to the approval of the supervisory board. After reservation by the management board of any profit, the remaining profit will be at the disposal of shareholders. The management board is permitted, subject to certain requirements and subject to approval of the supervisory board, to declare interim dividends without the approval of the general meeting of shareholders. Our corporate policy is that we only make a distribution of dividends to our shareholders after the adoption of our annual accounts demonstrating that such distribution is legally permitted.

Dividends and other distributions shall be made payable not later than the date determined by the management board. Claims to dividends and other distributions not made within five years from the date that such dividends or distributions became payable, will lapse and any such amounts will be considered to have been forfeited to us (*verjaring*).

We do not anticipate paying any cash dividends for the foreseeable future.

Exchange controls

Under Dutch law, there are no exchange controls applicable to the transfer of dividends or other distributions with respect to, or of the proceeds from the sale of, shares in a Dutch company, to persons outside the Netherlands.

Squeeze-out proceedings

Pursuant to Section 92a, Book 2, Dutch Civil Code, a shareholder who for its own account contributes at least 95% of our issued share capital may initiate proceedings against all our minority shareholders jointly for the transfer of their shares to it. The proceedings are held before the Enterprise Chamber of the Court of Appeal in Amsterdam (*Ondernemingskamer*) and can be instituted by means of a writ of summons served upon each of the minority shareholders in accordance with the provisions of the Dutch Code of Civil Procedure (*Wetboek van Burgerlijke Rechtsvordering*). The Enterprise Chamber may grant the claim for squeeze out in relation to all minority shareholders and will determine the price to be paid for the shares, if necessary after appointment of one or three experts who will offer an opinion to the Enterprise Chamber on the value to be paid for the shares of the minority shareholders. Once the order to transfer becomes final before the Enterprise Chamber, the majority shareholder that institutes the squeeze-out proceedings shall give written notice to all minority shareholders whose addresses are known by the majority shareholder of the date and place of payment and the price. Unless the majority shareholder knows the addresses of all minority shareholders, the majority shareholder is required to publish the same in a daily newspaper with a national circulation.

Obligation to disclose holdings and transactions

Pursuant to the Dutch Financial Markets Supervision Act (*Wet op het financieel toezicht*, or FMSA), any managing director or supervisory director and any other person who has managerial or co-managerial responsibilities in respect of us or who has the authority to make decisions affecting our future developments and business prospects and who may have regularly access to inside information relating, directly or indirectly, to us, must give written notice to the Dutch Authority for the Financial Markets, or AFM, by means of a standard form of any transactions conducted for his own account relating to our shares or in financial instruments the value of which is also based on the value of our shares.

Furthermore, in accordance with the FMSA and the regulations promulgated thereunder, certain persons who are closely associated with members of our supervisory board or any of the other persons as described above, are required to notify the AFM of any transactions conducted for their own account relating to our shares or in financial instruments the value of which is also based on the value of our shares. The FMSA and the regulations promulgated thereunder cover the following categories of persons: (1) the spouse or any partner considered by national law as equivalent to the spouse, (2) dependent children of such persons, (3) other relatives who have shared the same household for at least one year at the relevant transaction date, and (4) any legal person, trust or partnership whose, among other things, managerial responsibilities are discharged by a person referred to under (1), (2) or (3) above or by the relevant supervisory director or other person with any authority in respect of us as described above.

The AFM must be notified no later than the fifth business day following the relevant transaction date. Under certain circumstances, notification may be postponed until the date the value of the transactions performed for that person's own account, together with transactions carried out by the persons closely associated with that person, amounts to €5,000 or more in the calendar year in question.

Non-compliance with the notification obligations under the FMSA could lead to criminal fines, administrative fines, imprisonment or other sanctions. In addition, non-compliance with some of the notification obligations under the FMSA may lead to civil sanctions, including suspension of the voting rights relating to our shares held by the offender for a period of not more than three years and a prohibition to own shares or voting rights on our shares for a period of not more than five years.

The AFM does not issue separate public announcements of notifications received by it. It does, however, keep a public register of all notifications under the FMSA on its website, http://www.afm.nl. Third parties can request to be notified automatically by e-mail of changes to the public register in relation to a particular company's shares or a particular notifying party.

The FMSA contains rules intended to prevent market abuse, such as insider trading, tipping and market manipulation.

Pursuant to the rules intended to prevent market abuse, prior to the completion of this offering we will adopt an internal code on inside information in respect of the holding of and carrying out of transactions by managing directors, supervisory directors and employees in our shares or in financial instruments the value of which is determined by the value of our shares. Furthermore, we have drawn up a list of those persons working for us who could have access to inside information on a regular or incidental basis and have informed such persons of the rules on insider trading and market manipulation, including the sanctions which can be imposed in the event of a violation of those rules.

Comparison of Dutch corporate law and our Articles of Association and Delaware corporate law

The following comparison between Dutch corporate law, which applies to us, and Delaware corporate law, the law under which many publicly listed companies in the United States are incorporated, discusses additional matters not otherwise described in this prospectus. This summary is subject to Dutch law, including Book 2 of the Dutch Civil Code and Delaware corporation law, including the Delaware General Corporation Law.

Corporate governance

Duties of managing directors and supervisory directors

The Netherlands. We have a two tier board structure consisting of our management board (*raad van bestuur*) and a separate supervisory board (*raad van commissarissen*).

Under Dutch law, the management board is responsible for the day-to-day management and the strategy, policy and operations of a company. The supervisory board is responsible for supervising the conduct of, and

providing advice to, the management board and for supervising the company's general affairs and business. Each managing director and supervisory director has a duty to act in the corporate interest of the company. Under Dutch law, the corporate interest extends to the interests of all corporate stakeholders, such as shareholders, creditors, employees, customers and suppliers. The duty to act in the corporate interest of the company also applies in the event of a proposed sale or split-up of a company, whereby the circumstances generally dictate how such duty is to be applied. Any resolution of the management board regarding a significant change in the identity or character of a company requires shareholders' approval.

Delaware. The board of directors bears the ultimate responsibility for managing the business and affairs of a corporation. In discharging this function, directors of a Delaware corporation owe fiduciary duties of care and loyalty to the corporation and to its stockholders. Delaware courts have decided that the directors of a Delaware corporation are required to exercise informed business judgment in the performance of their duties. Informed business judgment means that the directors have informed themselves of all material information reasonably available to them. Delaware courts have also imposed a heightened standard of conduct upon directors of a Delaware corporation who take any action designed to defeat a threatened change in control of the corporation. In addition, under Delaware law, when the board of directors of a Delaware corporation approves the sale or break-up of a corporation, the board of directors may, in certain circumstances, have a duty to obtain the highest value reasonably available to the stockholders.

Supervisory director terms

The Netherlands. Under Dutch law, supervisory directors of a listed company are generally appointed for an individual term of a maximum of four years. A limit of twelve years generally applies. Our supervisory directors are appointed by the general meeting of shareholders for a term of up to four years. A supervisory director may be reappointed for a term of up to four years at a time. A supervisory director may serve on the supervisory board for a period not longer than twelve years, which period may or may not be interrupted, unless resolved otherwise by the general meeting of shareholders.

The general meeting of shareholders, are entitled at all times to suspend or dismiss a supervisory director. The general meeting of shareholders may only adopt a resolution to suspend or dismiss such supervisory director by at least a two-thirds majority of the votes cast, if such majority represents more than half of the issued share capital of the company, unless the proposal was made by the supervisory board, in which case a simple majority of the votes cast is sufficient.

Delaware. The Delaware General Corporation Law generally provides for a one-year term for directors, but permits directorships to be divided into up to three classes with up to three-year terms, with the years for each class expiring in different years, if permitted by a company's certificate of incorporation, an initial bylaw or a bylaw adopted by the stockholders. A director elected to serve a term on such a classified board may not be removed by stockholders without cause. There is no limit in the number of terms a director may serve.

Managing director and supervisory director vacancies

The Netherlands. Under Dutch law, managing directors and supervisory directors are appointed by the general meeting of shareholders. Under our articles of association, managing directors and supervisory directors are appointed by the general meeting of shareholders upon the binding nomination by our supervisory board. However, the general meeting of shareholders, may at all times overrule such binding nomination by a resolution adopted by at least a two-thirds majority of the votes cast, provided such majority represents more than half of the issued share capital of our company. If the general meeting of shareholders overrules the binding nomination, the supervisory board must make a new nomination.

Delaware. The Delaware General Corporation Law provides that vacancies and newly created directorships may be filled by a majority of the directors then in office (even though less than a quorum) unless (1) otherwise provided in the certificate of incorporation or bylaws of the corporation or (2) the certificate of

incorporation directs that a particular class of stock is to elect such director, in which case any other directors elected by such class, or a sole remaining director elected by such class, will fill such vacancy.

Conflict-of-interest transactions

The Netherlands. Pursuant to Dutch law and our articles of association, managing directors and supervisory directors may not take part in any discussion or decision-making that involves a subject or transaction in relation to which it has a conflict of interest with us. Our articles of association provide that if as a result thereof no resolution of the management board can be adopted, the resolution will be adopted by the supervisory board. If as a result of a conflict of interest of supervisory directors no resolution of the supervisory board can be adopted, the resolution can nonetheless be adopted by the supervisory board as if there was no conflict of interest. In that case, each supervisory board member is entitled to participate in the discussion and decision making process and to cast a vote.

Delaware. The Delaware General Corporation Law generally permits transactions involving a Delaware corporation and an interested director of that corporation if:

- the material facts as to the director's relationship or interest are disclosed and a majority of disinterested directors consent;
- the material facts are disclosed as to the director's relationship or interest and a majority of shares entitled to vote thereon consent; or
- the transaction is fair to the corporation at the time it is authorized by the board of directors, a committee of the board of directors or the stockholders.

Proxy voting by managing directors and supervisory directors

The Netherlands. An absent managing director may issue a proxy for a specific management board meeting in writing but only to another management board member. An absent supervisory director may issue a proxy for a specific supervisory board meeting in writing but only to another supervisory board member.

Delaware. A director of a Delaware corporation may not issue a proxy representing the director's voting rights as a director.

Shareholder rights

Voting rights

The Netherlands. In accordance with Dutch law and our articles of association, each issued ordinary share confers the right to cast one vote at the general meeting of shareholders. Each holder of ordinary shares may cast as many votes as it holds shares. Shares that are held by us or our direct or indirect subsidiaries do not confer the right to vote. Dutch law does not permit cumulative voting for the election of managing directors and supervisory directors.

For each general meeting of shareholders, a record date will be applied with respect to ordinary shares in order to establish which shareholders are entitled to attend and vote at a specific general meeting of shareholders. Such record date is set by the management board. The record date and the manner in which shareholders can register and exercise their rights will be set out in the convocation notice of the meeting.

Delaware. Under the Delaware General Corporation Law, each stockholder is entitled to one vote per share of stock, unless the certificate of incorporation provides otherwise. In addition, the certificate of incorporation may provide for cumulative voting at all elections of directors of the corporation, or at elections held under specified circumstances. Either the certificate of incorporation or the bylaws may specify the number of shares and/or the amount of other securities that must be represented at a meeting in order to constitute a quorum, but in no event will a quorum consist of less than one third of the shares entitled to vote at a meeting.

Stockholders as of the record date for the meeting are entitled to vote at the meeting, and the board of directors may fix a record date that is no more than 60 nor less than ten days before the date of the meeting, and if no record date is set then the record date is the close of business on the day next preceding the day on which notice is given, or if notice is waived then the record date is the close of business on the day next preceding the day on which the meeting is held. The determination of the stockholders of record entitled to notice or to vote at a meeting of stockholders shall apply to any adjournment of the meeting, but the board of directors may fix a new record date for the adjourned meeting.

Shareholder proposals

The Netherlands. Pursuant to our articles of association, extraordinary general meetings of shareholders will be held whenever our supervisory board and/or our management board deem such to be necessary. Pursuant to Dutch law, one or more shareholders representing at least one-tenth of the issued share capital of the company may request the Dutch courts to order that a general meeting of shareholders be held and may, on their application, be authorized by the court to convene a general meeting of shareholders. The court shall disallow the application if it does not appear that the applicants have previously requested the management board and the supervisory board to convene a general meeting of shareholders and neither the management nor the supervisory board has taken the necessary steps so that the general meeting of shareholders could be held within six weeks after the request.

Also, the agenda for a general meeting of shareholders shall include such items requested by one or more shareholders and/or others entitled to attend general meetings of shareholders representing at least 3% of the issued share capital of a company or such lower percentage as the articles of association may provide. Our articles of association do not state such lower percentage.

Delaware. Delaware law does not specifically grant stockholders the right to bring business before an annual or special meeting. However, if a Delaware corporation is subject to the SEC's proxy rules, a stockholder who owns at least $2,000 in market value, or 1% of the corporation's securities entitled to vote, may propose a matter for a vote at an annual or special meeting in accordance with those rules.

Action by written consent

The Netherlands. Under Dutch law, shareholders' resolutions may be adopted in writing without holding a meeting of shareholders, provided that (i) all shareholders agree on this practice for decision making and, (ii) the resolution is adopted unanimously by all shareholders that are entitled to vote. For a listed company, this method of adopting resolutions is not feasible.

Delaware. Although permitted by Delaware law, publicly listed companies do not typically permit stockholders of a corporation to take action by written consent.

Appraisal rights

The Netherlands. The concept of appraisal rights does not exist under Dutch law.

However, pursuant to Dutch law a shareholder who for his own account contributes at least 95% of our issued share capital may initiate proceedings against our minority shareholders jointly for the transfer of their shares to the claimant. The proceedings are held before the Enterprise Chamber (*ondernemingskamer*). The Enterprise Chamber may grant the claim for squeeze-out in relation to all minority shareholders and will determine the price to be paid for the shares, if necessary after appointment of one or three experts who will offer an opinion to the Enterprise Chamber on the value to be paid for the shares of the minority shareholders. For additional information, please see "Squeeze-out proceedings".

Furthermore, in accordance with directive 2005/56/EC of the European Parliament and the Council of October 26, 2005 on cross-border mergers of limited liability companies, Dutch law provides that, to the extent the acquiring company in a cross-border merger is organized under the laws of another EU member

state, a shareholder of a Dutch disappearing company who has voted against the cross-border merger may file a claim with the Dutch company for compensation. The compensation is to be determined by one or more independent experts.

Delaware. The Delaware General Corporation Law provides for stockholder appraisal rights, or the right to demand payment in cash of the judicially determined fair value of the stockholder's shares, in connection with certain mergers and consolidations.

Shareholder suits

The Netherlands. In the event a third party is liable to a Dutch company, only a company itself can bring a civil action against that third party. An individual shareholder does not have the right to bring an action on behalf of a company. This individual shareholder may, in its own name, have an individual right to take action against such third party in the event that the cause for the liability of that third party also constitutes a tortious act directly against that individual shareholder. The Dutch Civil Code provides for the possibility to initiate such action collectively. A collective action can be instituted by a foundation or an association whose objective is to protect the rights of a group of persons having similar interests. The collective action itself cannot result in an order for payment of monetary damages but may only result in a declaratory judgment (*verklaring voor recht*). In order to obtain compensation for damages, the foundation or association and the defendant may reach—often on the basis of such declaratory judgment—a settlement. A Dutch court may declare the settlement agreement binding upon all the injured parties with an opt-out choice for an individual injured party. An individual injured party may also itself—outside the collective action—institute a civil claim for damages.

Delaware. Under the Delaware General Corporation Law, a stockholder may bring a derivative action on behalf of the corporation to enforce the rights of the corporation. An individual also may commence a class action suit on behalf of himself and other similarly situated stockholders where the requirements for maintaining a class action under Delaware law have been met. A person may institute and maintain such a suit only if that person was a stockholder at the time of the transaction which is the subject of the suit. In addition, under Delaware case law, the plaintiff normally must be a stockholder at the time of the transaction that is the subject of the suit and throughout the duration of the derivative suit. Delaware law also requires that the derivative plaintiff make a demand on the directors of the corporation to assert the corporate claim before the suit may be prosecuted by the derivative plaintiff in court, unless such a demand would be futile.

Repurchase of shares

The Netherlands. Under Dutch law, a company such as ours may not subscribe for newly issued shares in its own capital. Such company may, however, subject to certain restrictions under Dutch law and its articles of association, acquire shares in its own capital. We may acquire fully paid shares in our own capital at any time for no valuable consideration. Furthermore, subject to certain provisions of Dutch law and our articles of association, we may repurchase fully paid-up shares in our own share capital if (1) such repurchase would not cause our shareholders' equity to fall below an amount equal to the sum of the paid-up and called-up part of the issued share capital and the reserves we are required to maintain pursuant to applicable law and (2) we would not as a result of such repurchase hold more than 50% of our own issued share capital.

Other than shares acquired for no valuable consideration, ordinary shares may only be acquired following a resolution of our management board, acting pursuant to an authorization for the repurchase of shares granted by the general meeting of shareholders. An authorization by the general meeting of shareholders for the repurchase of shares can be granted for a maximum period of 18 months. Such authorization must specify the number and class of shares that may be acquired, the manner in which these shares may be acquired and the price range within which the shares may be acquired. Our management board has been

authorized, acting with the approval of our supervisory board, for a period of 18 months to cause the repurchase of ordinary shares by us of up to 50% of our issued share capital, for a price per share not exceeding 110% of the average closing price of the ordinary shares on the NASDAQ Global Market for the five trading days prior to the day of purchase.

No authorization of the general meeting of shareholders is required if ordinary shares are acquired by us with the intention of transferring such ordinary shares to our employees under an applicable employee stock purchase plan.

Delaware. Under the Delaware General Corporation Law, a corporation may purchase or redeem its own shares unless the capital of the corporation is impaired or the purchase or redemption would cause an impairment of the capital of the corporation. A Delaware corporation may, however, purchase or redeem out of capital any of its preferred shares or, if no preferred shares are outstanding, any of its own shares if such shares will be retired upon acquisition and the capital of the corporation will be reduced in accordance with specified limitations.

Anti-takeover provisions

The Netherlands. Under Dutch law, various protective measures are possible and permissible within the boundaries set by Dutch statutory law and Dutch case law. We have adopted several provisions that may have the effect of making a takeover of our company more difficult or less attractive, including:

- the authorization of a class of preference shares that may, subject to the approval of our supervisory board, be issued by our management board to a friendly party in such a manner as to dilute the interest of any potential acquirer;
- the staggered four-year terms of our supervisory directors, as a result of which only approximately one-fourth of our supervisory directors will be subject to election in any one year;
- a provision that our managing directors and supervisory directors may only be removed at the general meeting of shareholders by a two-thirds majority of votes cast representing more than half of our outstanding share capital if such removal is not proposed by our supervisory board; and
- requirements that certain matters, including an amendment of our articles of association, may only be brought to our shareholders for a vote upon a proposal by our management board that has been approved by our supervisory board.

Delaware. In addition to other aspects of Delaware law governing fiduciary duties of directors during a potential takeover, the Delaware General Corporation Law also contains a business combination statute that protects Delaware companies from hostile takeovers and from actions following the takeover by prohibiting some transactions once an acquirer has gained a significant holding in the corporation.

- Section 203 of the Delaware General Corporation Law prohibits "business combinations," including mergers, sales and leases of assets, issuances of securities and similar transactions by a corporation or a subsidiary with an interested stockholder that beneficially owns 15% or more of a corporation's voting stock, within three years after the person becomes an interested stockholder, unless: the transaction that will cause the person to become an interested stockholder is approved by the board of directors of the target prior to the transactions;
- after the completion of the transaction in which the person becomes an interested stockholder, the interested stockholder holds at least 85% of the voting stock of the corporation not including shares owned by persons who are directors and representatives of interested stockholders and shares owned by specified employee benefit plans; or
- after the person becomes an interested stockholder, the business combination is approved by the board of directors of the corporation and holders of at least 66.67% of the outstanding voting stock, excluding shares held by the interested stockholder.

A Delaware corporation may elect not to be governed by Section 203 by a provision contained in the original certificate of incorporation of the corporation or an amendment to the original certificate of incorporation or to the bylaws of the company, which amendment must be approved by a majority of the shares entitled to vote and may not be further amended by the board of directors of the corporation. Such an amendment is not effective until twelve months following its adoption.

Inspection of books and records

The Netherlands. Our management board and our supervisory board provide the shareholders, at the general meeting of shareholders, with all information that the shareholders require for the exercise of their powers, unless doing so would be contrary to an overriding interest of ours. Our management board or our supervisory board must give reason for electing not to provide such information on the basis of overriding interest.

Delaware. Under the Delaware General Corporation Law, any stockholder may inspect certain of the corporation's books and records, for any proper purpose, during the corporation's usual hours of business.

Removal of managing directors and supervisory directors

The Netherlands. Under our articles of association, the general meeting of shareholders, are at all times entitled to suspend or dismiss a managing director or supervisory director. The general meeting of shareholders may only adopt a resolution to suspend or dismiss such a member by at least a two-thirds majority of the votes cast, provided such majority represents more than half of the issued share capital of our company, unless the proposal was made by the supervisory board in which case a simple majority of the votes cast is sufficient.

Delaware. Under the Delaware General Corporation Law, any director or the entire board of directors may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of directors, except (1) unless the certificate of incorporation provides otherwise, in the case of a corporation whose board is classified, stockholders may effect such removal only for cause, or (2) in the case of a corporation having cumulative voting, if less than the entire board is to be removed, no director may be removed without cause if the votes cast against his removal would be sufficient to elect him if then cumulatively voted at an election of the entire board of directors, or, if there are classes of directors, at an election of the class of directors of which he is a part.

Preemptive rights

The Netherlands. Under Dutch law, in the event of an issuance of ordinary shares, each shareholder will have a *pro rata* preemptive right in proportion to the aggregate nominal value of the ordinary shares held by such holder (with the exception of ordinary shares to be issued to employees or ordinary shares issued against a contribution other than in cash). Under our articles of association, the preemptive rights in respect of newly issued ordinary shares may be restricted or excluded by a resolution of the general meeting of shareholders upon proposal of our management board. The general meeting of shareholders may designate a corporate body, for example our management board, to restrict or exclude the preemptive rights in respect of newly issued ordinary shares, subject to the approval of our supervisory board. Such designation can be granted for a period not exceeding five years. A resolution of the general meeting of shareholders to restrict or exclude the preemptive rights or to designate the management board as the authorized body to do so requires a two-thirds majority of the votes cast, if less than one half of our issued share capital is represented at the meeting.

At our extraordinary general meeting held on 2014, the general meeting of shareholders to authorize our management board acting with the approval of our supervisory board for a period of five years from , 2014 to limit or exclude preemptive rights accruing to shareholders in connection with the issue of ordinary shares or rights to subscribe for ordinary shares.

No preemptive rights apply in respect of preference shares.

Delaware. Under the Delaware General Corporation Law, stockholders have no preemptive rights to subscribe for additional issues of stock or to any security convertible into such stock unless, and to the extent that, such rights are expressly provided for in the certificate of incorporation.

Dividends

The Netherlands. Dutch law provides that dividends may be distributed after adoption of the annual accounts by the general meeting of shareholders from which it appears that such dividend distribution is allowed. Moreover, dividends may be distributed only to the extent the shareholders' equity exceeds the amount of the paid-up and called-up part of the issued share capital of the company and the reserves that must be maintained under the law or the articles of association. Interim dividends may be declared as provided in the articles of association and may be distributed to the extent that the shareholders' equity exceeds the amount of the issued and paid-up and called-up part of the issued share capital in our company and the required legal reserves as described above as apparent from our financial statements. Under Dutch law, the articles of association may prescribe that the management board decides what portion of the profits is to be held as reserve.

Under our articles of association first a dividend is paid out of the profit, if available for distribution, on any preferred shares of which none will be outstanding or prior to completion of this offering. Any amount remaining out of the profit is carried to a reserve as our management board determines, subject to the approval of our supervisory board. After reservation by our management board of any profit, the remaining profit will be at the disposal of the shareholders. Our corporate policy is to only make a distribution of dividends to our shareholders after the adoption of our annual accounts demonstrating that such distribution is legally permitted. However, our management board is permitted, subject to certain requirements and subject to approval of the supervisory board, to declare interim dividends without the approval of the general meeting of shareholders.

Dividends and other distributions will be made payable not later than the date determined by the management board. Claims to dividends and other distribution not made within five years from the date that such dividends or distributions became payable will lapse and any such amounts will be considered to have been forfeited to us (*verjaring*).

Delaware. Under the Delaware General Corporation Law, a Delaware corporation may pay dividends out of its surplus (the excess of net assets over capital), or in case there is no surplus, out of its net profits for the fiscal year in which the dividend is declared and/or the preceding fiscal year (provided that the amount of the capital of the corporation is not less than the aggregate amount of the capital represented by the issued and outstanding stock of all classes having a preference upon the distribution of assets). In determining the amount of surplus of a Delaware corporation, the assets of the corporation, including stock of subsidiaries owned by the corporation, must be valued at their fair market value as determined by the board of directors, without regard to their historical book value. Dividends may be paid in the form of shares, property or cash.

Shareholder vote on certain reorganizations

The Netherlands. Under Dutch law, the general meeting of shareholders must approve resolutions of the management board relating to a significant change in the identity or the character of the company or the business of the company, which includes:

- a transfer of the business or virtually the entire business to a third party;
- the entry into or termination of a long-term cooperation of the company or a subsidiary with another legal entity or company or as a fully liable partner in a limited partnership or general partnership, if such cooperation or termination is of a far-reaching significance for the company; and

- the acquisition or divestment by the company or a subsidiary of a participating interest in the capital of a company having a value of at least one third of the amount of its assets according to its balance sheet and explanatory notes or, if the company prepares a consolidated balance sheet, according to its consolidated balance sheet and explanatory notes, in the last adopted annual accounts of the company.

Under Dutch law, a shareholder who owns shares representing at least 95% of the nominal value of a company's issued share capital may institute proceedings against the company's other shareholders jointly for the transfer of their shares to that shareholder. For additional information, please see "Squeeze-out proceedings".

Delaware. Under the Delaware General Corporation Law, the vote of a majority of the outstanding shares of capital stock entitled to vote thereon generally is necessary to approve a merger or consolidation or the sale of all or substantially all of the assets of a corporation. The Delaware General Corporation Law permits a corporation to include in its certificate of incorporation a provision requiring for any corporate action the vote of a larger portion of the stock or of any class or series of stock than would otherwise be required.

Under the Delaware General Corporation Law, no vote of the stockholders of a surviving corporation to a merger is needed, however, unless required by the certificate of incorporation, if (1) the agreement of merger does not amend in any respect the certificate of incorporation of the surviving corporation, (2) the shares of stock of the surviving corporation are not changed in the merger and (3) the number of shares of common stock of the surviving corporation into which any other shares, securities or obligations to be issued in the merger may be converted does not exceed 20% of the surviving corporation's common stock outstanding immediately prior to the effective date of the merger. In addition, stockholders may not be entitled to vote in certain mergers with other corporations that own 90% or more of the outstanding shares of each class of stock of such corporation, but the stockholders will be entitled to appraisal rights.

Remuneration of managing directors and supervisory directors

The Netherlands. Under Dutch law and our articles of association, we must adopt a remuneration policy for managing directors. Such remuneration policy shall be adopted by the general meeting of shareholders upon the proposal of our supervisory board. The supervisory board determines the remuneration of the managing directors in accordance with the remuneration policy. A proposal by the supervisory board with respect to remuneration schemes in the form of shares or rights to shares is submitted for approval by the supervisory board to the general meeting of shareholders. Such proposal must set out at least the maximum number of shares or rights to shares to be granted to the management board and the criteria for granting such shares.

The general meeting of shareholders, may determine the remuneration of supervisory directors. The supervisory directors will be reimbursed for their expenses.

Delaware. Under the Delaware General Corporation Law, the stockholders do not generally have the right to approve the compensation policy for directors or the senior management of the corporation, although certain aspects of executive compensation may be subject to binding or advisory stockholder votes due to the provisions of U.S. federal securities and tax law, as well as stock exchange requirements.

Trading Facility

From 2007 until 2012, the ordinary shares of our predecessor entity, AMT, were listed on Euronext Amsterdam. Following our corporate reorganization announced in February 2012 and completed in April 2012, pursuant to which uniQure acquired the entire business and assets of AMT, the ordinary shares of AMT were delisted from that exchange. In connection with our corporate reorganization, our shareholders other than our significant shareholders received depositary receipts representing our class B ordinary shares, which are held on their behalf by the Stichting Administratiekantoor uniQure BV, or STAK, an independent

Dutch foundation we formed for that purpose. To provide an opportunity for liquidity for these former public shareholders of AMT, the STAK established a limited trading facility for our depositary receipts on the Netherlandsche Participatie Exchange, or NPEX, an electronic, auction-based trading platform in the Netherlands. We bear the costs of this facility. NPEX operates periodic auctions, currently once per month, in the securities of included companies, but is not an established market. We suspended further trading in our depositary receipts through this facility in November 2013 in anticipation of this offering.

SHARES ELIGIBLE FOR FUTURE SALE

Upon completion of this offering, we will have outstanding ordinary shares. All of the ordinary shares sold in this offering will be freely transferable by persons other than our "affiliates" without restriction or further registration under the Securities Act. Sales of substantial numbers of our ordinary shares in the public market could adversely affect prevailing market prices of our ordinary shares. Prior to this offering, there has been no public market for our ordinary shares, and while application has been made for the ordinary shares to be quoted on the NASDAQ Global Market, we cannot assure you that a regular trading market will develop in the ordinary shares.

Rule 144

In general, under Rule 144 of the Securities Act, beginning 90 days after the date of this prospectus, an "affiliate" who has beneficially owned our shares for a period of at least six months is entitled to sell within any three-month period a number of shares that does not exceed the greater of either 1% of our then outstanding shares, or approximately shares immediately after this offering, or the average weekly trading volume of our shares on the NASDAQ Global Market during the four calendar weeks preceding the filing with the SEC of a notice on Form 144 with respect to such sale. Such sales under Rule 144 of the Securities Act are also subject to prescribed requirements relating to the manner of sale, notice and availability of current public information about us.

Under Rule 144, a person who is not deemed to have been an affiliate of ours at any time during the 90 days preceding a sale, and who has beneficially owned the shares proposed to be sold for at least six months, including the holding period of any prior holder other than an affiliate, is entitled to sell such shares without restriction, provided we have been in compliance with our reporting requirements under the Exchange Act for the six months following satisfaction of the six-month holding period. To the extent that our affiliates sell their shares, other than pursuant to Rule 144 or a registration statement, the purchaser's holding period for the purpose of effecting a sale under Rule 144 commences on the date of transfer from the affiliate.

Rule 701

In general, under Rule 701 of the Securities Act, each of our employees, consultants or advisors who purchases our ordinary shares from us in connection with a compensatory stock plan or other written agreement executed prior to the completion of this offering is eligible to resell such ordinary shares in reliance on Rule 144, but without compliance with some of the restrictions, including the holding period, contained in Rule 144.

Regulation S

Regulation S provides generally that sales made in offshore transactions are not subject to the registration or prospectus-delivery requirements of the Securities Act.

Lock-up Arrangements

For a description of the lock-up arrangements that we, the members of our management and supervisory boards and our shareholders have entered into in connection with this offering, see "Underwriting."

TAXATION

Taxation in the Netherlands

The information given below is neither intended as tax advice nor purports to describe all of the tax considerations that may be relevant to a prospective holder of our ordinary shares. All statements as to matters of law and legal conclusions, but not as to factual matters, contained in this discussion, unless otherwise noted, are the opinions of Van Campen Liem (Liem & Partners N.V.) and are based on the accuracy of representations made by us. Prospective holders of ordinary shares are advised to consult their tax counsel with respect to the tax consequences of acquiring, holding and/or disposing of ordinary shares.

This taxation summary solely addresses the principal Dutch tax consequences of the acquisition, ownership and disposal of ordinary shares. It does not purport to describe all the tax considerations that may be relevant to a prospective holder of our ordinary shares, or a Shareholder. Where in this summary English terms and expressions are used to refer to Dutch concepts, the meaning to be attributed to such terms and expressions shall be the meaning to be attributed to the equivalent Dutch concepts under Dutch tax law.

This summary does not address the tax consequences of:

- A Shareholder who is an individual, either resident or non-resident in the Netherlands, and who has a substantial interest (*aanmerkelijk belang*) in us within the meaning of the Dutch Income Tax Act 2001 (*Wet inkomstenbelasting 2001*). Generally, if a person holds an interest in us, such interest forms part of a substantial interest, or a deemed substantial interest, in us, if any or more of the following circumstances is present:

    - If a Shareholder, either alone or, in the case of an individual, together with his partner owns or is deemed to own, directly or indirectly, either a number of shares in us representing five percent or more of our total issued and outstanding capital (or the issued and outstanding capital of any class of our shares), or rights to acquire, directly or indirectly, shares, whether or not already issued, representing five percent or more of our total issued and outstanding capital (or the issued and outstanding capital of any class of our shares), or profit participating certificates (*winstbewijzen*), relating to five percent or more of our annual profit or to five percent of our liquidation proceeds.

    - If the shares, profit participating certificates or rights to acquire shares in us are held or deemed to be held following the application of a non-recognition provision.

    - If the partner of a Shareholder, or one of certain relatives of the Shareholder or of this partner has a substantial interest (as described under 1. and 2. above) in us.

    - A Shareholder receiving income or realizing capital gains in their capacity as future, present or past employee (*werknemer*) or member of a management board (*bestuurder*), or supervisory director (*commissaris*).

    - Pension funds, investment institutions (*fiscale beleggingsinstellingen*), exempt investment institutions (*vrijgestelde beleggingsinstellingen*) and other entities that are exempt from corporate income tax in the Netherlands, as well as entities that are exempt from corporate income tax in their country of residence, such country of residence being another state of the European Union, Norway, Liechtenstein, Iceland or any other state with which the Netherlands have agreed to exchange information in line with international standards.

For purposes of Dutch personal income tax and Dutch corporate income tax, ordinary shares legally owned by a third party, such as a trustee, foundation or similar entity or arrangement, may under certain circumstances have to be allocated to the (deemed) settler, grantor or similar organiser or, upon the death of the Settlor, his/her beneficiaries in proportion to their entitlement to the estate of the Settlor of such trust or similar arrangement.

This summary is based on the tax laws and principles (unpublished case law not included) in the Netherlands as in effect on the date of this prospectus, which are subject to changes that could prospectively or retroactively affect the stated tax consequences. Where in this summary the terms "the Netherlands" and "Dutch" are used, these refer solely to the European part of the Kingdom of the Netherlands.

Dividend Withholding Tax

General

We are generally required to withhold Dutch dividend withholding tax at a rate of 15% from dividends distributed by us. The concept dividends "distributed by us" as used in this section includes, but is not limited to:

- distributions of profits in cash or in kind, whatever they may be named or in whatever form;
- liquidation proceeds, or proceeds from the repurchase of ordinary shares by us in excess of the average paid-in capital recognized for Dutch dividend withholding tax purposes;
- the par value of ordinary shares issued to a Shareholder in us or an increase of the par value of ordinary shares, to the extent that it does not appear that a contribution, recognized for Dutch dividend withholding tax purposes, has been made or will be made; and
- partial repayment of share capital, if and to the extent that there are net profits (zuivere winst), unless (a) the general meeting of shareholders has resolved in advance to make such repayment and (b) the par value of the shares concerned has been reduced by an equal amount by way of an amendment to our articles of association.

In general, we will be required to remit all amounts withheld as Dutch dividend withholding tax to the Dutch tax authorities. However, under certain circumstances, we are allowed to reduce the amount to be remitted to the Dutch tax authorities by the lesser of:

- 3% of the portion of the distribution paid by us that is subject to Dutch dividend withholding tax; and
- 3% of the dividends and profit distributions, before deduction of foreign withholding taxes, received by us from qualifying foreign subsidiaries in the current calendar year (up to the date of the distribution by us) and the two preceding calendar years, as far as such dividends and profit distributions have not yet been taken into account for purposes of establishing the above mentioned reduction.

Although this reduction reduces the amount of Dutch dividend withholding tax that we are required to remit to the Dutch tax authorities, it does not reduce the amount of tax that we are required to withhold on dividends distributed.

Residents of the Netherlands

A Shareholder which is resident or deemed resident in the Netherlands is generally entitled to a full credit of any Dutch dividend withholding tax against the Dutch (corporate) income tax liability of such Shareholder, and is generally entitled to a refund in the form of a negative assessment of Dutch (corporate) income tax , insofar such Dutch dividend withholding tax, together with any other creditable domestic and/or foreign taxes, exceeds such Shareholder's aggregate Dutch income tax or Dutch corporate income tax liability.

If and to the extent that such a corporate Shareholder is eligible for the application of the participation exemption with respect to the ordinary shares, dividends distributed by us are in principle exempt from Dutch dividend withholding tax.

Pursuant to domestic anti-dividend stripping rules, no exemption from Dutch dividend withholding tax, credit against Dutch (corporate) income tax, refund or reduction of Dutch dividend withholding tax shall apply if the recipient of the dividend paid by us is not considered to be the beneficial owner (*uiteindelijk gerechtigde*) as meant in these rules, of such dividends.

Non-residents of the Netherlands (including but not limited to U.S. Shareholders)

A non-resident Shareholder, which is resident in the non-European part of the Kingdom of the Netherlands or in a country that has concluded a tax treaty with the Netherlands, may be eligible for a full or partial relief from Dutch dividend withholding tax, provided such relief is timely and duly claimed.

In addition, a non-resident Shareholder that is not an individual, is entitled to an exemption from Dutch dividend withholding tax, provided that each of the following tests are satisfied:

- the non-resident Shareholder is, according to the tax law of a Member State of the European Union or a state designated by a ministerial decree, that is a party to the Agreement regarding the European Economic Area, resident there and it is not transparent for tax purposes according to the tax law of such state;
- anyone or more of the following threshold conditions are satisfied:
    - at the time the dividend is distributed by us, the non-resident Shareholder holds shares representing at least five percent of our nominal paid-up capital; or
    - the non-resident Shareholder has held shares representing at least five percent of our nominal paid-up capital for a continuous period of more than one year at any time during four years preceding the time the dividend is distributed by us; or
    - the non-resident Shareholder is connected with us within the meaning of article 10a, paragraph 4 of the Dutch Corporate Income Tax Act 1969 (Wet op de vennootschapsbelasting 1969, or CITA); or
    - an entity connected with the non-resident Shareholder within the meaning of article 10a, paragraph 4 of CITA holds at the time of the dividends distributed by us, shares representing at least five per cent of our nominal paid-up capital; and
- the non-resident Shareholder is not considered to be resident outside the Member States of the European Union or the states designated by ministerial decree, that are party to the Agreement regarding the European Economic Area, under the terms of a tax treaty concluded with a third state.

A non-resident Shareholder which is resident in a Member State of the European Union with which the Netherlands has concluded a tax treaty that provides for a reduction of Dutch tax on dividends based on the ownership of the number of voting rights, the test under 2.a. above is also satisfied if the non-resident Shareholder owns at least five percent of the voting rights in us.

The exemption from Dutch dividend withholding tax is not available to a non-resident Shareholder if pursuant to a provision for the prevention of fraud or abuse included in a tax treaty between the Netherlands and the country of residence of the non-resident Shareholder, the non-resident Shareholder is not entitled to the reduction of Dutch tax on dividends provided for by such treaty.

Furthermore, pursuant to domestic anti-dividend stripping rules, no exemption from Dutch dividend withholding tax, refund or reduction of Dutch dividend withholding tax shall apply if the recipient of the dividend paid by us is not considered to be the beneficial owner (*uiteindelijk gerechtigde*) as meant in these rules, of such dividends. The Dutch tax authorities have taken the position that this beneficial ownership test can also be applied to deny relief from Dutch dividend withholding tax under tax treaties and the Tax Arrangement for the Kingdom (*Belastingregeling voor het Koninkrijk*).

A non-resident Shareholder which is subject to Dutch income tax or Dutch corporate income tax in respect of any benefits derived or deemed to be derived from ordinary shares, including any capital gain realized on

the disposal thereof, can generally credit Dutch dividend withholding tax against its Dutch income tax or its Dutch corporate income tax liability, as applicable, and is generally entitled to a refund pursuant to a negative tax assessment if and to the extent the Dutch dividend withholding tax, together with any other creditable domestic and/or foreign taxes, exceeds its aggregate Dutch income tax or its aggregate Dutch corporate income tax liability, respectively.

Taxes on Income and Capital Gains

Residents of the Netherlands

Individuals

A Shareholder, who is an individual resident or deemed to be resident in the Netherlands, or who has elected to be taxed as a resident of the Netherlands for Dutch personal income tax purposes, will be subject to regular Dutch personal income tax at progressive rates (up to a maximum rate of 52%) under the Dutch Income Tax Act 2001 on the income derived from the ordinary shares and gains realized on the disposal thereof if:

- such Shareholder derives any benefits from the ordinary shares, which are attributable to an enterprise of such Shareholder, whether as an entrepreneur or pursuant to a co-entitlement to the net worth of an enterprise, other than as a shareholder or an entrepreneur; or

- such income or gain is taxable in the hands of such Shareholder as benefits from miscellaneous activities (*resultaat uit overige werkzaamheden*), including but not limited to activities with respect to the ordinary shares that are beyond the scope of regular active portfolio management activities.

If neither of the two abovementioned conditions apply, such Shareholder must determine his or her taxable income with regard to the ordinary shares on the basis of a deemed return on income from savings and investments (*sparen en beleggen*), rather than on the basis of income actually received or gains actually realized. This deemed return on income from savings and investments has been fixed at a rate of 4% of the individual's yield basis at the beginning of the calendar year, insofar as the individual's yield basis exceeds a certain threshold. The individual's yield basis is determined as the fair market value of certain qualifying assets held by the individual less the fair market value of certain qualifying liabilities at the beginning of the calendar year.

Corporate entities

Generally, corporate Shareholders that are resident or deemed to be resident in the Netherlands for Dutch corporate income tax purposes will be subject to regular Dutch corporate income tax, levied at a rate of 25% (20% over profits up to €200,000) over income derived from the ordinary shares and gains realized upon acquisition, redemption and disposal of ordinary shares.

If and to the extent that such Shareholder is eligible for the application of the participation exemption with respect to the ordinary shares, income derived from the ordinary shares and gains and losses (with the exception of liquidation losses under strict conditions) realized on the ordinary shares may be exempt from Dutch corporate income tax.

Non-residents of the Netherlands (including but not limited to U.S. Shareholders)

Individuals

A Shareholder, who is an individual not resident or deemed to be resident in the Netherlands, and who has not elected to be taxed as a resident of the Netherlands for Dutch income tax purposes, will not be subject to any Dutch taxes on income or capital gains in respect of dividends distributed by us or in respect of any gain realized on the disposal of ordinary shares (other than dividend withholding tax as described above), except if:

- such holder has an enterprise or an interest in an enterprise that is, in whole or in part, carried on through a permanent establishment or a permanent representative in the Netherlands and to which enterprise or part of an enterprise, as the case may be, the ordinary shares are attributable; or

- such income or gain such income or gain is taxable in the hands of such Shareholder as benefits from miscellaneous activities" (resultaat uit overige werkzaamheden), including but not limited to activities with respect to the ordinary shares that are beyond the scope of regular active portfolio management.

If one of the two abovementioned conditions apply, the income or gains in respect of dividends distributed by us or in respect of any capital gain realized on the disposal of ordinary shares will in general be subject to Dutch personal income tax at the progressive rates up to 52%.

Corporate entities

A corporate Shareholder, which is not resident or deemed to be resident in the Netherlands for Dutch corporate income tax purposes, will not be subject to any Dutch taxes on income or capital gains in respect of dividends distributed by us, or in respect of any gain realized, on the disposal of ordinary shares (other than dividend withholding tax as described above), except if:

- such Shareholder has an enterprise or an interest in an enterprise that is, in whole or in part, carried on through a permanent establishment or a permanent representative in the Netherlands, to which the ordinary shares are attributable; or

- such holder has a substantial interest or a deemed substantial interest in us (as described above) , that (i) is held with the evasion of income tax or dividend withholding tax as (one of) the main purpose(s) and (ii) is not attributable to the assets of an enterprise of such Shareholder; or

- such holder is an entity resident of Aruba, Curaçao or Saint Martin with a permanent establishment or permanent representative in Bonaire, Saint Eustatius or Saba to which such income or gain is attributable, and the permanent establishment or permanent representative would be deemed to be resident of the Netherlands for Dutch corporate income tax purposes (i) had the permanent establishment been a corporate entity (lichaam), or (ii) had the activities of the permanent representative been conducted by a corporate entity, respectively.

If one of the abovementioned conditions applies, income derived from the ordinary shares and gains realized on ordinary shares will, in general, be subject to regular Dutch corporate income tax levied at a rate of 25% (20% over profits up to €200,000), except that a holder referred to under (2) above will generally be subject to an effective corporate income tax rate of 15% if it holds the substantial interest in us only with the purpose of avoiding dividend withholding tax and not with (one of) the main purposes to avoid income tax.

Gift or Inheritance Taxes

No Dutch gift or Dutch inheritance tax is due in respect of any gift, in form or in substance, of the ordinary shares by, or inheritance of the shares on the death of, a Shareholder except if:

- at the time of the gift or death of the Shareholder, the Shareholder is resident, or deemed to be resident, in the Netherlands for purposes of Dutch gift tax or Dutch inheritance tax, as applicable; or

- in the case of a gift of ordinary shares by an individual who at the date of the gift was neither resident nor deemed to be resident in the Netherlands (i) such individual dies within 180 days after the date of the gift, while being resident or deemed to be resident in the Netherlands; or (ii) the gift of ordinary shares is made under a condition precedent and the Shareholder is resident, or is deemed to be resident in the Netherlands at the time the condition is fulfilled.

For purposes of the above, a gift of ordinary shares made under a condition precedent (*opschortende voorwaarde*) is deemed to be made at the time the condition precedent is satisfied.

For purposes of Dutch gift or Dutch inheritance taxes, an individual not holding the Dutch nationality will be deemed to be resident in the Netherlands, *inter alia*, if he or she has been resident in the Netherlands at any time during the ten years preceding the date of the gift or his or her death. Additionally, for purposes

of Dutch gift tax, an individual not holding the Dutch nationality will be deemed to be resident in the Netherlands if he or she has been resident in the Netherlands at any time during the twelve months preceding the date of the gift. Applicable tax treaties may override deemed residency in the Netherlands.

Value Added Tax

No Dutch value added tax will arise in respect of payments in consideration for the issue, acquisition, ownership and disposal of ordinary shares, other than value added taxes on fees payable in respect of services not exempt from Dutch value added tax.

Other Taxes and Duties

No Dutch registration tax, capital tax, custom duty, transfer tax, stamp duty or any other similar tax or duty, other than court fees, will be payable in the Netherlands in respect of or in connection with the subscription, issue, placement, allotment, delivery or transfer of the ordinary shares.

Residence

A Shareholder will not become resident, or deemed resident in the Netherlands for tax purposes by reason only of holding the ordinary shares.

Taxation in the United States

The following summary of the material U.S. federal income tax consequences of the acquisition, ownership and disposition of our ordinary shares is based upon current law and does not purport to be a comprehensive discussion of all the tax considerations that may be relevant to a decision to purchase our ordinary shares. This summary is based on current provisions of the Code, existing, final, temporary and proposed United States Treasury Regulations, administrative rulings and judicial decisions, in each case as available on the date of this prospectus. All of the foregoing are subject to change, which change could apply retroactively and could affect the tax consequences described below.

This section summarizes the material U.S. federal income tax consequences to U.S. holders, as defined below, of ordinary shares. This summary addresses only the U.S. federal income tax considerations for U.S. holders that acquire the ordinary shares at their original issuance and hold the ordinary shares as capital assets. This summary does not address all U.S. federal income tax matters that may be relevant to a particular U.S. holder. **Each prospective investor should consult a professional tax advisor with respect to the tax consequences of the acquisition, ownership or disposition of the ordinary shares**. This summary does not address tax considerations applicable to a holder of ordinary shares that may be subject to special tax rules including, without limitation, the following:

- certain financial institutions;
- insurance companies;
- dealers or traders in securities, currencies, or notional principal contracts;
- tax-exempt entities;
- regulated investment companies;
- persons that hold the ordinary shares as part of a hedge, straddle, conversion, constructive sale or similar transaction involving more than one position;
- persons that hold the ordinary shares through partnerships or certain other pass-through entities;
- holders (whether individuals, corporations or partnerships) that are treated as expatriates for some or all U.S. federal income tax purposes;
- holders that own (or are deemed to own) 10% or more of our voting shares; and
- holders that have a "functional currency" other than the U.S. dollar.

Further, this summary does not address alternative minimum tax consequences or the indirect effects on the holders of equity interests in entities that own our ordinary shares. In addition, this discussion does not consider the U.S. tax consequences to holders of ordinary shares that are not "U.S. holders" (as defined below).

For the purposes of this summary, a "U.S. holder" is a beneficial owner of ordinary shares that is (or is treated as), for U.S. federal income tax purposes:

- an individual who is either a citizen or resident of the United States;
- a corporation, or other entity that is treated as a corporation for U.S. federal income tax purposes, created or organized in or under the laws of the United States or any state of the United States or the District of Columbia;
- an estate, the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust, if a court within the United States is able to exercise primary supervision over its administration and one or more U.S. persons have the authority to control all of the substantial decisions of such trust or has a valid election in effect under applicable U.S. Treasury Regulations to be treated as a United States person.

If a partnership holds ordinary shares, the tax treatment of a partner will generally depend upon the status of the partner and upon the activities of the partnership.

We will not seek a ruling from the U.S. Internal Revenue Service ("IRS") with regard to the U.S. federal income tax treatment of an investment in our ordinary shares, and we cannot assure you that that the IRS will agree with the conclusions set forth below.

Distributions. Subject to the discussion under "*Passive Foreign Investment Company Considerations*" below, the gross amount of any distribution (including any amounts withheld in respect of Dutch withholding tax) actually or constructively received by a U.S. holder with respect to ordinary shares will be taxable to the U.S. holder as a dividend to the extent of our current and accumulated earnings and profits as determined under U.S. federal income tax principles. Distributions in excess of earnings and profits will be non-taxable to the U.S. holder to the extent of, and will be applied against and reduce, the U.S. holder's adjusted tax basis in the ordinary shares. Distributions in excess of earnings and profits and such adjusted tax basis will generally be taxable to the U.S. holder as capital gain from the sale or exchange of property. However, since we do not calculate our earnings and profits under U.S. federal income tax principles, it is expected that any distribution will be reported as a dividend, even if that distribution would otherwise be treated as a non-taxable return of capital or as capital gain under the rules described above. The amount of any distribution of property other than cash will be the fair market value of that property on the date of distribution. The U.S. holder will not be eligible for any dividends-received deduction in respect of the dividend otherwise allowable to corporations.

Under the Code and subject to the discussion below regarding the "Medicare tax," qualified dividends received by non-corporate U.S. holders (*i.e.*, individuals and certain trusts and estates) are subject to a maximum income tax rate of 20%. This reduced income tax rate is applicable to dividends paid by "qualified foreign corporations" to such non-corporate U.S. holders that meet the applicable requirements, including a minimum holding period (generally, at least 61 days during the 121-day period beginning 60 days before the ex-dividend date). We expect to be considered a qualified foreign corporation under the Code. Accordingly, dividends paid by us to non-corporate U.S. holders with respect to shares that meet the minimum holding period and other requirements are expected to be treated as "qualified dividend income." However, dividends paid by us will not qualify for the 20% maximum U.S. federal income tax rate if we are treated, for the tax year in which the dividends are paid or the preceding tax year, as a "passive foreign investment company" for U.S. federal income tax purposes, as discussed below.

Dividends received by a U.S. holder with respect to ordinary shares generally will be treated as foreign source income for the purposes of calculating that holder's foreign tax credit limitation. Subject to applicable conditions and limitations, and subject to the discussion in the next paragraph, any Dutch income tax withheld on dividends may be deducted from taxable income or credited against a U.S. holder's U.S. federal income tax liability. The limitation on foreign taxes eligible for the U.S. foreign tax credit is calculated separately with respect to specific classes of income. For this purpose, dividends distributed by us generally will constitute "passive category income" (but, in the case of some U.S. holders, may constitute "general category income").

Upon making a distribution to shareholders, we may be permitted to retain a portion of the amounts withheld as Dutch dividend withholding tax. See "—Taxation in the Netherlands—Dividend Withholding Tax—General." The amount of Dutch withholding tax that we may retain reduces the amount of dividend withholding tax that we are required to pay to the Dutch tax authorities but does not reduce the amount of tax we are required to withhold from dividends paid to U.S. holders. In these circumstances, it is likely that the portion of dividend withholding tax that we are not required to pay to the Dutch tax authorities with respect to dividends distributed to U.S. holders would not qualify as a creditable tax for U.S. foreign tax credit purposes.

Sale or other disposition of ordinary shares. A U.S. holder will generally recognize gain or loss for U.S. federal income tax purposes upon the sale or exchange of ordinary shares in an amount equal to the difference between the U.S. dollar value of the amount realized from such sale or exchange and the U.S. holder's tax basis for those ordinary shares. Subject to the discussion under "*Passive Foreign Investment Company Considerations*" below, this gain or loss will generally be a capital gain or loss and will generally be treated as from sources within the United States. Such capital gain or loss will be treated as long-term capital gain or loss if the U.S. holder has held the ordinary shares for more than one year at the time of the sale or exchange. Long-term capital gains of non-corporate holders may be eligible for a preferential tax rate; the deductibility of capital losses is subject to limitations.

Medicare Tax. An additional 3.8% tax is imposed on the net investment income (which includes taxable dividends and net capital gains) received by U.S. holders that are individuals, certain trusts or estates.

Passive foreign investment company considerations. A corporation organized outside the United States generally will be classified as a passive foreign investment company ("PFIC") for U.S. federal income tax purposes in any taxable year in which, after applying the applicable look-through rules, either: (i) at least 75% of its gross income is passive income, or (ii) on average at least 50% of the gross value of its assets is attributable to assets that produce passive income or are held for the production of passive income. In arriving at this calculation, a pro rata portion of the income and assets of each corporation in which we own, directly or indirectly, at least a 25% interest, as determined by the value of such corporation, must be taken into account. Passive income for this purpose generally includes dividends, interest, royalties, rents and gains from commodities and securities transactions.

We believe that we were not a PFIC for the 2012 taxable year. Based on our estimated gross income, the average value of our gross assets, and the nature of the active businesses conducted by our "25% or greater" owned subsidiaries, we do not believe that we will be classified as a PFIC in the current taxable year and do not expect to become one in the foreseeable future. Our status for any taxable year will depend on our assets and activities in each year, and because this is a factual determination made annually after the end of each taxable year, there can be no assurance that we will not be considered a PFIC for the current taxable year or any future taxable year. The market value of our assets may be determined in large part by reference to the market price of our ordinary shares, which is likely to fluctuate after the offering (and may fluctuate considerably given that market prices of technology companies have been especially volatile). In addition, the composition of our income and assets will be affected by how, and how quickly, we spend the cash we raise in this offering.

If we were a PFIC for any taxable year during which a U.S. holder held ordinary shares, under the "default PFIC regime" (i.e., in the absence of one of the elections described below) gain recognized by the U.S. holder on a sale or other disposition (including a pledge) of the ordinary shares would be allocated ratably over the U.S. holder's holding period for the ordinary shares. The amounts allocated to the taxable year of the sale or other disposition and to any year before we became a PFIC would be taxed as ordinary income. The amount allocated to each other taxable year would be subject to tax at the highest rate in effect for individuals or corporations, as appropriate, for that taxable year, and an interest charge would be imposed on the resulting tax liability for that taxable year. Similar rules would apply to the extent any distribution in respect of ordinary shares exceeds 125% of the average of the annual distributions on ordinary shares received by a U.S. holder during the preceding three years or the holder's holding period, whichever is shorter.

In the event we were treated as a PFIC, the tax consequences under the default PFIC regime described above could be avoided by either a "mark-to-market" or "qualified electing fund" election. A U.S. holder making a mark-to-market election generally would not be subject to the PFIC rules discussed above, except with respect to any portion of the holder's holding period that precedes the effective date of the election. Instead, the electing holder would include in ordinary income, for each taxable year in which we were a PFIC, an amount equal to any excess of (a) the fair market value of the ordinary shares as of the close of such taxable year over (b) the electing holder's adjusted tax basis in such ordinary shares. In addition, an electing holder would be allowed a deduction in an amount equal to the lesser of (a) the excess, if any, of (i) the electing holder's adjusted tax basis in the ordinary shares over (ii) the fair market value of such ordinary shares as of the close of such taxable year or (b) the excess, if any, of (i) the amount included in ordinary income because of the election for prior taxable years over (ii) the amount allowed as a deduction because of the election for prior taxable years. The election would cause adjustments in the electing holder's tax basis in the ordinary shares to reflect the amount included in gross income or allowed as a deduction because of the election. In addition, upon a sale or other taxable disposition of ordinary shares, an electing holder would recognize ordinary income or loss (not to exceed the excess, if any, of (a) the amount included in ordinary income because of the election for prior taxable years over (b) the amount allowed as a deduction because of the election for prior taxable years).

Alternatively, a U.S. holder making a valid and timely "QEF election" generally would not be subject to the default PFIC regime discussed above. Instead, for each PFIC year to which such an election applied, the electing holder would be subject to U.S. federal income tax on the electing holder's pro rata share of our net capital gain and ordinary earnings, regardless of whether such amounts were actually distributed to the electing holder. However, because we do not intend to prepare or provide the information that would permit the making of a valid QEF election, that election will not be available to U.S. holders.

If we were considered a PFIC for the current taxable year or any future taxable year, a U.S. holder would be required to file annual information returns for such year, whether or not the U.S. holder disposed of any ordinary shares or received any distributions in respect of ordinary shares during such year.

Backup Withholding and Information Reporting. U.S. holders generally will be subject to information reporting requirements with respect to dividends on ordinary shares and on the proceeds from the sale, exchange or disposition of ordinary shares that are paid within the United States or through U.S.-related financial intermediaries, unless the U.S. holder is an "exempt recipient." In addition, U.S. holders may be subject to backup withholding (at a 28% rate) on such payments, unless the U.S. holder provides a taxpayer identification number and a duly executed IRS Form W-9 or otherwise establishes an exemption. Backup withholding is not an additional tax, and the amount of any backup withholding will be allowed as a credit against a U.S. holder's U.S. federal income tax liability and may entitle such holder to a refund, provided that the required information is timely furnished to the IRS.

UNDERWRITING

Subject to the terms and conditions set forth in the underwriting agreement, dated , 2014, between us and Jefferies LLC and Leerink Swann LLC, as the representatives of the underwriters named below and the joint book-running managers of this offering, we have agreed to sell to the underwriters, and each of the underwriters has agreed, severally and not jointly, to purchase from us, the respective number of ordinary shares shown opposite its name below:

UNDERWRITER	NUMBER OF ORDINARY SHARES
Jefferies LLC	
Leerink Swann LLC	
Piper Jaffray & Co.	
Total	

The underwriting agreement provides that the obligations of the several underwriters are subject to certain conditions precedent such as the receipt by the underwriters of officers' certificates and legal opinions and approval of certain legal matters by their counsel. The underwriting agreement provides that the underwriters will purchase all of the ordinary shares if any of them are purchased. If an underwriter defaults, the underwriting agreement provides that the purchase commitments of the non-defaulting underwriters may be increased or the underwriting agreement may be terminated. We have agreed to indemnify the underwriters and certain of their controlling persons against certain liabilities, including liabilities under the Securities Act, and to contribute to payments that the underwriters may be required to make in respect of those liabilities.

The underwriters have advised us that, following the completion of this offering, they currently intend to make a market in the ordinary shares as permitted by applicable laws and regulations. However, the underwriters are not obligated to do so, and the underwriters may discontinue any market-making activities at any time without notice in their sole discretion. Accordingly, no assurance can be given as to the liquidity of the trading market for the ordinary shares, that you will be able to sell any of the ordinary shares held by you at a particular time or that the prices that you receive when you sell will be favorable.

The underwriters are offering the ordinary shares subject to their acceptance of the ordinary shares from us and subject to prior sale. The underwriters reserve the right to withdraw, cancel or modify offers to the public and to reject orders in whole or in part. In addition, the underwriters have advised us that they do not intend to confirm sales to any account over which they exercise discretionary authority.

Commission and Expenses

The underwriters have advised us that they propose to offer the ordinary shares to the public at the initial public offering price set forth on the cover page of this prospectus and to certain dealers, which may include the underwriters, at that price less a concession not in excess of $ per ordinary share. The underwriters may allow, and certain dealers may reallow, a discount from the concession not in excess of $ per ordinary share to certain brokers and dealers. After the offering, the initial public offering price, concession and reallowance to dealers may be reduced by the representatives. No such reduction will change the amount of proceeds to be received by us as set forth on the cover page of this prospectus.

The following table shows the public offering price, the underwriting discounts and commissions that we are to pay the underwriters and the proceeds, before expenses, to us in connection with this offering. Such

amounts are shown assuming both no exercise and full exercise of the underwriters' option to purchase additional ordinary shares.

	PER ORDINARY SHARE		TOTAL	
	WITHOUT OPTION TO PURCHASE ADDITIONAL ORDINARY SHARES	WITH OPTION TO PURCHASE ADDITIONAL ORDINARY SHARES	WITHOUT OPTION TO PURCHASE ADDITIONAL ORDINARY SHARES	WITH OPTION TO PURCHASE ADDITIONAL ORDINARY SHARES
Public offering price	$	$	$	$
Underwriting discounts and commissions				
Proceeds to us, before expenses				

We estimate expenses payable by us in connection with this offering, other than the underwriting discounts and commissions referred to above, will be approximately $. We also have agreed to reimburse the underwriters for up to $ for their FINRA counsel fee. In accordance with FINRA Rule 5110, this reimbursed fee is deemed underwriting compensation for this offering.

Determination of Offering Price

Prior to this offering, there has not been a public market for our ordinary shares. Consequently, the initial public offering price for our ordinary shares will be determined by negotiations between us and the representatives. Among the factors to be considered in these negotiations will be prevailing market conditions, our financial information, market valuations of other companies that we and the underwriters believe to be comparable to us, estimates of our business potential, the present state of our development and other factors deemed relevant.

We offer no assurances that the initial public offering price will correspond to the price at which the ordinary shares will trade in the public market subsequent to the offering or that an active trading market for the ordinary shares will develop and continue after the offering.

Listing

We have applied to list our ordinary shares on The NASDAQ Global Market under the trading symbol "QURE."

Stamp Taxes

If you purchase ordinary shares offered in this prospectus, you may be required to pay stamp taxes and other charges under the laws and practices of the country of purchase, in addition to the offering price listed on the cover page of this prospectus.

Option to Purchase Additional Ordinary Shares

We have granted to the underwriters an option, exercisable for 30 days from the date of this prospectus, to purchase, from time to time, in whole or in part, up to an aggregate of ordinary shares from us at the public offering price set forth on the cover page of this prospectus, less underwriting discounts and commissions. If the underwriters exercise this option, each underwriter will be obligated, subject to specified conditions, to purchase a number of additional ordinary shares proportionate to that underwriter's initial purchase commitment as indicated in the table above. This option may be exercised only if the underwriters sell more ordinary shares than the total number set forth on the cover page of this prospectus.

No Sales of Similar Securities

We, the members of our supervisory board, the members of our management board, our senior management team and holders of all or substantially all our outstanding share capital and other securities have agreed, subject to specified exceptions, not to directly or indirectly:

- sell, offer, contract or grant any option to sell (including any short sale), pledge, transfer, establish an open "put equivalent position" within the meaning of Rule 16a-l(h) under the Securities Exchange Act of 1934, as amended, or
- otherwise dispose of any share capital, options or warrants to acquire share capital, or securities exchangeable or exercisable for or convertible into share capital currently or hereafter owned either of record or beneficially, or
- publicly announce an intention to do any of the foregoing for a period of 180 days after the date of this prospectus without the prior written consent of Jefferies LLC and Leerink Swann LLC.

This restriction terminates after the close of trading of the ordinary shares on and including the 180th day after the date of this prospectus.

Jefferies LLC and Leerink Swann LLC may, in their sole discretion and at any time or from time to time before the termination of the 180-day period release all or any portion of the securities subject to lock-up agreements. There are no existing agreements between the underwriters and any of our shareholders who will execute a lock-up agreement, providing consent to the sale of share capital prior to the expiration of the lock-up period.

Stabilization

The underwriters have advised us that they, pursuant to Regulation M under the Securities Exchange Act of 1934, as amended, certain persons participating in the offering may engage in short sale transactions, stabilizing transactions, syndicate covering transactions or the imposition of penalty bids in connection with this offering. These activities may have the effect of stabilizing or maintaining the market price of the ordinary shares at a level above that which might otherwise prevail in the open market. Establishing short sales positions may involve either "covered" short sales or "naked" short sales.

"Covered" short sales are sales made in an amount not greater than the underwriters' option to purchase additional ordinary shares in this offering. The underwriters may close out any covered short position by either exercising their option to purchase additional ordinary shares or purchasing our ordinary shares in the open market. In determining the source of ordinary shares to close out the covered short position, the underwriters will consider, among other things, the price of ordinary shares available for purchase in the open market as compared to the price at which they may purchase ordinary shares through the option to purchase additional ordinary shares.

"Naked" short sales are sales in excess of the option to purchase additional ordinary shares. The underwriters must close out any naked short position by purchasing ordinary shares in the open market. A naked short position is more likely to be created if the underwriters are concerned that there may be downward pressure on the price of our ordinary shares in the open market after pricing that could adversely affect investors who purchase in this offering.

A stabilizing bid is a bid for the purchase of ordinary shares on behalf of the underwriters for the purpose of fixing or maintaining the price of the ordinary shares. A syndicate covering transaction is the bid for or the purchase of ordinary shares on behalf of the underwriters to reduce a short position incurred by the underwriters in connection with the offering. Similar to other purchase transactions, the underwriter's purchases to cover the syndicate short sales may have the effect of raising or maintaining the market price of our ordinary shares or preventing or retarding a decline in the market price of our ordinary shares. As a result, the price of our ordinary shares may be higher than the price that might otherwise exist in the open market. A penalty bid is an arrangement permitting the underwriters to reclaim the selling concession

otherwise accruing to a syndicate member in connection with the offering if the ordinary shares originally sold by such syndicate member are purchased in a syndicate covering transaction and therefore have not been effectively placed by such syndicate member.

Neither we, nor any of the underwriters make any representation or prediction as to the direction or magnitude of any effect that the transactions described above may have on the price of our ordinary shares. The underwriters are not obligated to engage in these activities and, if commenced, any of the activities may be discontinued at any time.

The underwriters may also engage in passive market making transactions in our ordinary shares on The NASDAQ Global Select Market in accordance with Rule 103 of Regulation M during a period before the commencement of offers or sales of our ordinary shares in this offering and extending through the completion of distribution. A passive market maker must display its bid at a price not in excess of the highest independent bid of that security. However, if all independent bids are lowered below the passive market maker's bid, that bid must then be lowered when specified purchase limits are exceeded.

Electronic Distribution

A prospectus in electronic format may be made available by e-mail or on the web sites or through online services maintained by one or more of the underwriters or their affiliates. In those cases, prospective investors may view offering terms online and may be allowed to place orders online. The underwriters may agree with us to allocate a specific number of ordinary shares for sale to online brokerage account holders. Any such allocation for online distributions will be made by the underwriters on the same basis as other allocations. Other than the prospectus in electronic format, the information on the underwriters' web sites and any information contained in any other web site maintained by any of the underwriters is not part of this prospectus, has not been approved and/or endorsed by us or the underwriters and should not be relied upon by investors.

Other Activities and Relationships

The underwriters and certain of their affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, investment research, principal investment, hedging, financing and brokerage activities. The underwriters and certain of their affiliates have, from time to time, performed, and may in the future perform, various commercial and investment banking and financial advisory services for us and our affiliates, for which they received or will receive customary fees and expenses.

In the ordinary course of their various business activities, the underwriters and certain of their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers, and such investment and securities activities may involve securities and/or instruments issued by us and our affiliates. If the underwriters or their respective affiliates have a lending relationship with us, they routinely hedge their credit exposure to us consistent with their customary risk management policies. The underwriters and their respective affiliates may hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in our securities or the securities of our affiliates, including potentially the ordinary shares offered hereby. Any such short positions could adversely affect future trading prices of the ordinary shares offered hereby. The underwriters and certain of their respective affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such securities or instruments and may at any time hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

NOTICE TO INVESTORS

Australia

This prospectus is not a disclosure document for the purposes of Australia's Corporations Act 2001 (Cth) of Australia, or Corporations Act, has not been lodged with the Australian Securities & Investments Commission and is only directed to the categories of exempt persons set out below. Accordingly, if you receive this prospectus in Australia:

You confirm and warrant that you are either:

- a "sophisticated investor" under section 708(8)(a) or (b) of the Corporations Act;
- a "sophisticated investor" under section 708(8)(c) or (d) of the Corporations Act and that you have provided an accountant's certificate to the company which complies with the requirements of section 708(8)(c)(i) or (ii) of the Corporations Act and related regulations before the offer has been made; or
- a "professional investor" within the meaning of section 708(11)(a) or (b) of the Corporations Act.

To the extent that you are unable to confirm or warrant that you are an exempt sophisticated investor or professional investor under the Corporations Act any offer made to you under this prospectus is void and incapable of acceptance.

You warrant and agree that you will not offer any of the shares issued to you pursuant to this prospectus for resale in Australia within 12 months of those securities being issued unless any such resale offer is exempt from the requirement to issue a disclosure document under section 708 of the Corporations Act.

European Economic Area

In relation to each member state of the European Economic Area which has implemented the Prospectus Directive, each referred to herein as a Relevant Member State, with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State, referred to herein as the Relevant Implementation Date, no offer of any securities which are the subject of the offering contemplated by this prospectus has been or will be made to the public in that Relevant Member State other than any offer where a prospectus has been or will be published in relation to such securities that has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the relevant competent authority in that Relevant Member State in accordance with the Prospectus Directive, except that with effect from and including the Relevant Implementation Date, an offer of such securities may be made to the public in that Relevant Member State:

- to any legal entity which is a "qualified investor" as defined in the Prospectus Directive;
- to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive), as permitted under the Prospectus Directive, subject to obtaining the prior consent of the representatives of the underwriters for any such offer; or
- in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of securities shall require the Company or any of the underwriters to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an "offer to the public" in relation to any securities in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the securities to be offered so as to enable an investor to decide to purchase or subscribe the securities, as the same may be varied in that Relevant Member State by any measure implementing the Prospectus Directive in that Relevant Member State and the expression "Prospectus

Directive" means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in the Relevant Member State and the expression "2010 PD Amending Directive" means Directive 2010/73/EU.

Hong Kong

No securities have been offered or sold, and no securities may be offered or sold, in Hong Kong, by means of any document, other than to persons whose ordinary business is to buy or sell shares or debentures, whether as principal or agent; or to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made under that Ordinance; or in other circumstances which do not result in the document being a "prospectus" as defined in the Companies Ordinance (Cap. 32) of Hong Kong or which do not constitute an offer to the public within the meaning of the Companies Ordinance (Cap.32) of Hong Kong. No document, invitation or advertisement relating to the securities has been issued or may be issued or may be in the possession of any person for the purpose of issue (in each case whether in Hong Kong or elsewhere), which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted under the securities laws of Hong Kong) other than with respect to securities which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made under that Ordinance.

This prospectus has not been registered with the Registrar of Companies in Hong Kong. Accordingly, this prospectus may not be issued, circulated or distributed in Hong Kong, and the securities may not be offered for subscription to members of the public in Hong Kong. Each person acquiring the securities will be required, and is deemed by the acquisition of the securities, to confirm that he is aware of the restriction on offers of the securities described in this prospectus and the relevant offering documents and that he is not acquiring, and has not been offered any securities in circumstances that contravene any such restrictions.

Japan

The offering has not been and will not be registered under the Financial Instruments and Exchange Law of Japan (Law No. 25 of 1948 of Japan, as amended), or FIEL, and the Initial Purchaser will not offer or sell any securities, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means, unless otherwise provided herein, any person resident in Japan, including any corporation or other entity organized under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in Japan or to a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEL and any other applicable laws, regulations and ministerial guidelines of Japan.

Singapore

This prospectus has not been and will not be lodged or registered with the Monetary Authority of Singapore. Accordingly, this prospectus and any other document or material in connection with the offer or sale, or the invitation for subscription or purchase of the securities may not be issued, circulated or distributed, nor may the securities be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to the public or any member of the public in Singapore other than (i) to an institutional investor under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore, or the SFA, (ii) to a relevant person as defined under Section 275(2), or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions, specified in Section 275 of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of any other applicable provision of the SFA.

Where the securities are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- a corporation (which is not an accredited investor as defined under Section 4A of the SFA) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or

- a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary is an accredited investor,

shares, debentures and units of shares and debentures of that corporation or the beneficiaries' rights and interest in that trust shall not be transferable for six months after that corporation or that trust has acquired the Offer Shares under Section 275 of the SFA except:

- to an institutional investor under Section 274 of the SFA or to a relevant person defined in Section 275(2) of the SFA, or to any person pursuant to an offer that is made on terms that such shares, debentures and units of shares and debentures of that corporation or such rights and interest in that trust are acquired at a consideration of not less than $200,000 (or its equivalent in a foreign currency) for each transaction, whether such amount is to be paid for in cash or by exchange of securities or other assets, and further for corporations, in accordance with the conditions, specified in Section 275 of the SFA;

- where no consideration is given for the transfer; or

where the transfer is by operation of law.

Switzerland

The securities may not be publicly offered in Switzerland and will not be listed on the SIX Swiss Exchange, or SIX, or on any other stock exchange or regulated trading facility in Switzerland. This prospectus has been prepared without regard to the disclosure standards for issuance prospectuses under art. 652a or art. 1156 of the Swiss Code of Obligations or the disclosure standards for listing prospectuses under art. 27 ff. of the SIX Listing Rules or the listing rules of any other stock exchange or regulated trading facility in Switzerland. Neither this prospectus nor any other offering or marketing material relating to the securities or the offering may be publicly distributed or otherwise made publicly available in Switzerland.

Neither this prospectus nor any other offering or marketing material relating to the offering, the Company or the securities have been or will be filed with or approved by any Swiss regulatory authority. In particular, this prospectus will not be filed with, and the offer of securities will not be supervised by, the Swiss Financial Market Supervisory Authority FINMA, or FINMA, and the offer of securities has not been and will not be authorized under the Swiss Federal Act on Collective Investment Schemes, or CISA. The investor protection afforded to acquirers of interests in collective investment schemes under the CISA does not extend to acquirers of securities.

United Kingdom

This prospectus is only being distributed to, and is only directed at, persons in the United Kingdom that are qualified investors within the meaning of Article 2(1)(e) of the Prospectus Directive that are also (i) investment professionals falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended, referred to herein as the Order, and/or (ii) high net worth entities falling within Article 49(2)(a) to (d) of the Order and other persons to whom it may lawfully be communicated. Each such person is referred to herein as a Relevant Person.

This prospectus and its contents are confidential and should not be distributed, published or reproduced (in whole or in part) or disclosed by recipients to any other persons in the United Kingdom. Any person in the United Kingdom that is not a Relevant Person should not act or rely on this document or any of its contents.

EXPENSES OF THE OFFERING

We estimate that our expenses in connection with this offering, other than underwriting discounts and commissions, will be as follows:

EXPENSES	AMOUNT
U.S. Securities and Exchange Commission registration fee	$
FINRA filing fee	$
Nasdaq listing fee	$
Printing and engraving expenses	$
Legal fees and expenses	$
Accounting fees and expenses	$
Miscellaneous costs	$
Total	$

All amounts in the table are estimates except the U.S. Securities and Exchange Commission registration fee and the FINRA filing fee. We will pay all of the expenses of this offering.

LEGAL MATTERS

Legal matters with respect to U.S. federal and New York law in connection with this offering will be passed upon for us by Wilmer Cutler Pickering Hale and Dorr LLP, London, England. Certain legal matters with respect to Dutch law in connection with the validity of the shares being offered by this prospectus and other legal matters will be passed upon for us by Rutgers Posch Visée Endedijk N.V., Amsterdam, the Netherlands. Wilmer Cutler Pickering Hale and Dorr LLP, Boston, Massachusetts, has provided an opinion as to matters of U.S. federal income tax. Van Campen Liem (Liem&Partners N.V.), Amsterdam , the Netherlands has provided an opinion as to matters of Dutch income tax. Covington & Burling LLP, New York, New York is U.S. federal and New York law counsel for the underwriters in connection with this offering. Nauta Dutilh N.V., Amsterdam, the Netherlands is counsel to the underwriters with respect to Dutch law.

EXPERTS

The consolidated financial statements of uniQure B.V. as of December 31, 2010, 2011 and 2012, and for each of the two years in the period ended December 31, 2012, included in this prospectus have been so included in reliance on the report of PricewaterhouseCoopers Accountants N.V., an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

The current address of PricewaterhouseCoopers Accountants N.V. is Newtonlaan 205, 3584 BH Utrecht, the Netherlands.

ENFORCEABILITY OF CIVIL LIABILITIES

uniQure N.V. is incorporated under the laws of the Netherlands. Substantially all of our business is conducted, and substantially all of our assets are located, in the Netherlands. Most of our directors and the experts named in this prospectus are residents of, and most of their assets are located in, jurisdictions outside the United States. As a result, it may be difficult for you to serve process on us or these persons within the United States or to enforce against us or these persons in courts in the United States, judgments of these courts predicated upon the civil liability provisions of U.S. securities laws. In addition, it is not clear whether a Dutch court would impose civil liability on us, members of our board or any of the experts named in this prospectus in an original action based solely upon the federal securities laws of the United States brought in a court of competent jurisdiction in the Netherlands.

As there is no treaty on the reciprocal recognition and enforcement of judgments in civil and commercial matters between the United States and the Netherlands, courts in the Netherlands will not automatically recognize and enforce a final judgment rendered by a U.S. court. In order to obtain a judgment enforceable in the Netherlands, claimants must litigate the relevant claim again before a Dutch court of competent jurisdiction. Under current practice, however, a Dutch court will generally uphold and consider as conclusive evidence a final and conclusive judgment for the payment of money rendered by a U.S. court and not rendered by default, provided that the Dutch court finds that:

- the jurisdiction of the United States court has been based on grounds that are internationally acceptable;
- the final judgment results from proceedings compatible with Dutch concepts of due process;
- the final judgment does not contravene public policy of the Netherlands; and
- the final judgment has not been rendered in proceedings of a penal, revenue or other public law nature.

If a Dutch court upholds and regards as conclusive evidence the final judgment, that court generally will grant the same judgment without litigating again on the merits.

In the event a third party is liable to a Dutch company, only the company itself can bring a civil action against that party. The individual shareholders do not have the right to bring an action on behalf of the company. Only in the event that the cause for the liability of a third party to the company also constitutes a tortious act directly against a shareholder does that shareholder have an individual right of action against such third party in its own name. The Dutch Civil Code does provide for the possibility to initiate such actions collectively. A foundation or an association whose objective is to protect the rights of a group of persons having similar interests can institute a collective action. The collective action itself cannot result in an order for payment of monetary damages but may only result in a declaratory judgment (*verklaring voor recht*). In order to obtain compensation for damages, the foundation or association and the defendant may reach—often on the basis of such declaratory judgment—a settlement. A Dutch court may declare the settlement agreement binding upon all the injured parties with an opt-out choice for an individual injured party. An individual injured party may also itself institute a civil claim for damages.

WHERE YOU CAN FIND ADDITIONAL INFORMATION

We have filed with the SEC a registration statement on Form F-1 under the Securities Act, including relevant exhibits and schedules, with respect to the ordinary shares to be sold in this offering. This prospectus, which constitutes a part of the registration statement, does not contain all of the information contained in the registration statement. You should read the registration statement and its exhibits for further information with respect to us and our shares. Some of these exhibits consist of documents or contracts that are described in this prospectus in summary form. You should read the entire document or contract for the complete terms. You may read and copy the registration statement and its exhibits at the SEC's Public Reference Room at 100 F Street N.E., Room 1580, Washington, D.C. 20549. You may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. In addition, the SEC maintains an internet website at www.sec.gov, from which you can electronically access the registration statement and its exhibits.

After this offering, we will be subject to the reporting requirements of the Securities Exchange Act of 1934, or Exchange Act, applicable to foreign private issuers. Because we are a foreign private issuer, the SEC's rules do not require us to deliver proxy statements pursuant to Section 14 of the Exchange Act or to file quarterly reports on Form 10-Q, among other things. However, we plan to produce quarterly financial reports and furnish them to the SEC not later than 45 days after the end of each of the first three quarters of our fiscal year and to file our annual report on Form 20-F not later than 90 days after the end of our fiscal year. In addition, our "insiders" are not subject to the SEC's rules that prohibit short-swing trading. Our annual consolidated financial statements will be prepared in accordance with International Financial Reporting Standards as issued by the International Accounting Standards Board and certified by an independent public accounting firm.

We also maintain an internet website at www.uniqure.com. Information contained in or connected to our website is not a part of this prospectus.

UNIQUE B.V.

Index to Consolidated Financial Statements

UNIQURE B.V.

Unaudited Condensed Consolidated Balance Sheets
(€ in thousands)

	NOTE	DECEMBER 31, 2012	SEPTEMBER 30, 2013
Assets			
Non-current assets			
Intangible assets	8	3,278	6,770
Property, plant and equipment	7	1,185	1,353
Other non-current assets	9	—	917
Total non-current assets		4,463	9,040
Current assets			
Receivables from related parties	10,22	26	726
Trade and Other Receivables	10	815	2,051
Inventories	11	—	427
Cash and cash equivalents	12	263	31,427
Total current assets		1,104	34,631
Total assets		5,567	43,671
Equity			
Share capital		483	609
Share premium		114,795	142,444
Other reserves		1,508	5,924
Accumulated deficit		(117,234)	(137,656)
Total equity	13	(448)	11,321
Liabilities			
Non-current liabilities			
Borrowings	15	—	7,291
Financial lease liabilities	15	450	342
Deferred revenue	16	—	15,899
Total non-current liabilities		450	23,532
Current liabilities			
Trade and other payables	14	4,067	6,574
Debt to related party—financial liability	15	1,366	—
Debt to related party—embedded derivative	15	132	892
Borrowings—embedded derivative	15	—	273
Deferred revenue	16	—	1,079
Total Current Liabilities		**5,565**	**8,818**
Total liabilities		6,015	32,350
Total equity and liabilities		5,567	43,671

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

UNIQURE B.V.

Unaudited Condensed Consolidated Statements of Comprehensive Income
(€ in thousands, except share and per share data)

	NOTE	NINE MONTHS ENDED SEPTEMBER 30, 2012	2013
License revenues	16	—	220
Collaboration revenues	16	—	1,831
Total revenues		**—**	**2,051**
Cost of goods sold	22	—	(800)
Gross profit		**—**	**1,251**
Other income		315	686
Research and development expenses	17	(5,690)	(9,856)
Selling, general and administrative expenses	18	(4,438)	(7,612)
Other losses—net		(82)	(269)
Total Operating Costs		**(9,895)**	**(17,051)**
Operating result		**(9,895)**	**(15,800)**
Finance income		16	48
Finance expense	15	(545)	(4,676)
Finance income/(expense)—net		**(529)**	**(4,628)**
Result before corporate income taxes		**(10,424)**	**(20,428)**
Corporate income taxes		—	—
Net Loss		(10,424)	(20,428)
Other comprehensive income	19	—	6
Total comprehensive loss*		**(10,424)**	**(20,422)**
Loss per share attributable to the equity holders of the Company during the year			
Basic and diluted loss per share	21	(0.25)	(0.39)

* Total comprehensive loss is fully attributable to equity holders of the group

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

UNIQURE B.V.

Unaudited Condensed Consolidated Statement of Changes in Equity
(€ in thousands)

	TOTAL SHARE CAPITAL	SHARE PREMIUM	OTHER RESERVES	ACCUMULATED DEFICIT	TOTAL EQUITY
Balance at January 1, 2012	237	99,947	2,728	(105,505)	**(2,593)**
Result for the period				(10,424)	**(10,424)**
Capital contributions	241	14,579			**14,820**
Share based payment/expense			1,228		**1,228**
Adjustment to reserves on expiration of the AMT option scheme			(2,987)	2,987	**—**
Balance at September 30, 2012	478	114,526	969	(112,942)	**3,031**
Result for the period				(4,292)	**(4,292)**
Capital contributions	5	269			**274**
Share-based payment/expense			539		**539**
Balance at December 31, 2012	483	114,795	1,508	(117,234)	**(448)**
Result for the period				(20,428)	**(20,428)**
Other Comprehensive Income				6	**6**
Capital contributions	126	27,649			**27,775**
Result on conversion of loan			3,005		**3,005**
Share-based payment/expense			1,411		**1,411**
Balance at September 30, 2013	609	142,444	5,924	(137,656)	**11,321**

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

UNIQURE B.V.

Unaudited Condensed Consolidated Statement of Cash Flows
(€ in thousands)

	NOTE	NINE MONTHS ENDED SEPTEMBER 30, 2012	2013
Cash flow from operating activities			
Result before corporate income tax		(10,424)	(20,428)
Adjustments for:			
—Depreciation	7	403	398
—Derivative result	12	—	2,339
—Derivative result arising on early conversion of a loan	12	464	1,333
—Exchange result		82	269
—Share-based payment expenses	20	1,228	1,411
—Changes in other non-current assets		—	(917)
—Changes in trade and other receivables		228	(1,782)
—Movement in inventories	11	—	(427)
—Changes in trade and other payables	13	(853)	(141)
—Changes in deferred revenue and provisions		—	16,978
—Movement in other liabilities		235	1,702
—Interest (income)/expense		66	956
Cash used in operations		(8,571)	1,691
Net interest paid		(8)	(17)
Net cash used in operating activities		(8,579)	1,674
Cash flow from investing activities			
Purchases of property, plant and equipment	7,12	(149)	(536)
Purchases of intangible assets	8	(386)	3,647
Interest received		108	4
Net cash used in investing activities		(427)	4,179
Cash flow from financing activities			
Capital contribution from shareholders	12,13	9,500	14,278
Convertible loans drawn down	12,15	—	11,999
Proceeds from borrowings	15	—	7,492
Redemption of financial lease	15	(67)	(106)
Repayments of borrowings	15		—
Net cash generated from financing activities		9,433	33,663
Net increase in cash, cash equivalents, and other bank overdrafts		427	31,158
Currency effect cash and cash equivalents		—	6
Cash, cash equivalents, and other bank overdrafts at beginning of the period		1,100	263
Cash, cash equivalents, and other bank overdrafts cash at end of the period	12	**1,527**	**31,427**

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

UNIQURE B.V.

Notes to Unaudited Condensed Consolidated Financial Statements

1. General information

uniQure B.V.

uniQure B.V. ("uniQure" or the "Company") is a biopharmaceutical company domiciled in The Netherlands with headquarters at Meibergdreef 61, 1105 BA, Amsterdam, The Netherlands.

The Company is a leader in the field of gene therapy, and has developed the first product to receive regulatory approval in the European Union and as well as multiple collaborations designed to accelerate the development of a broad pipeline of additional product candidates. The Company was incorporated in January 2012 to acquire and continue the gene therapy business ("AMT Business") of Amsterdam Molecular Therapeutics (AMT) Holding N.V. ("AMT") and its subsidiaries (collectively, the "AMT Group") and to facilitate additional financing, as described further below. The acquisition by uniQure of the AMT Business was announced on February 17, 2012 and completed on April 5, 2012 (uniQure did not acquire AMT, and following the sale of the AMT business to uniQure, AMT was put into liquidation).The acquisition by uniQure of the AMT Business is accounted for as a reverse acquisition, and accordingly the financial statements for the AMT Business, including its trading history, are incorporated into the financial statements of the Company and presented as a continuous trading history. Further details are set out in Note 1 to the audited consolidated financial statements for the year ended December 31, 2012.

As used in these condensed consolidated interim financial statements, unless the context indicates otherwise, all references to "uniQure" or the "Company" refer to uniQure and its consolidated subsidiaries.

Organizational structure of the uniQure Group

uniQure B.V. is the ultimate parent of the following group of entities which were transferred to uniQure's ownership as part of the transaction with AMT (as described above) and which were renamed following the transaction, as follows:

Company name	*Formerly known as*
uniQure biopharma B.V.	Amsterdam Molecular Therapeutics (AMT) B.V.
uniQure IP B.V.	Amsterdam Molecular Therapeutics (AMT) IP B.V.
uniQure Manufacturing B.V.	AMT manufacturing B.V.
uniQure Assay Development B.V.	AMT Assay Development B.V.
uniQure Research B.V.	AMT Research B.V.
uniQure non clinical B.V.	AMT non clinical B.V.
uniQure QA B.V.	AMT QA B.V.
uniQure Process Development B.V.	AMT Process Development B.V.
uniQure clinical B.V.	AMT clinical B.V.
Stichting participatie AMT[1]	Stichting participatie AMT[1]
uniQure Inc.[2]	

(1) Stichting participatie AMT is a Trust, not a company, but met the conditions for consolidation within uniQure's consolidated financial statements. Stichting participatie AMT was established to facilitate AMT's employee incentive schemes for the period up to 2010.

(2) In May 2013 the Company incorporated uniQure Inc., a Delaware corporation and wholly owned subsidiary of uniQure biopharma B.V.

UNIQURE B.V.

Notes to Unaudited Condensed Consolidated Financial Statements

Significant shareholders

The Company's significant shareholders at the date of publication of these interim statements are:

Advent Venture Partners
Coller Capital
Chiesi Farmaceutici S.p.A
Forbion Capital Partners
Gilde Healthcare Partners
Grupo Netco and affiliates
Lupus Alpha PE Champions
Omnes Capital (formerly Credit Agricole Private Equity)

2. Summary of Significant Accounting Policies

2.1 Basis of Preparation

These unaudited condensed consolidated financial statements of the Company were prepared in accordance with International Accounting Standard 34, "Interim Financial Reporting". Certain information and disclosures normally included in consolidated financial statements prepared in accordance with IFRS have been condensed or omitted. Accordingly, these condensed consolidated financial statements should be read in conjunction with the Company's annual consolidated financial statements for the year ended December 31, 2012 which have been prepared in accordance with IFRS as issued by the International Accounting Standards Board and as adopted by the European Union.

The preparation of financial statements in conformity with IFRS requires the use of certain critical accounting estimates. It also requires management to exercise its judgment in the process of applying the Company's accounting policies. The areas involving a higher degree of judgment or complexity, or areas where assumptions and estimates are significant to these condensed consolidated financials are disclosed in Note 4.

During the nine months ended September 30, 2013, the Company identified certain adjustments that impact the six months ended June 30, 2013. These adjustments related to an increase in revenues totaling €283,000, a decrease in share based compensation expenses totaling €312,000, and an increase in finance expenses totaling €203,000, which were recognized during the nine months ended September 30, 2013, but which should have already been recognized during the six months ended June 30, 2013. The net impact to the unaudited condensed consolidated statements of Comprehensive income of these adjustments totals €392,000, and the Company will restate the results for the six months ended June 30, 2013 for comparative purposes, when next presented.

2.2 Changes in Accounting Policy and Disclosures

The accounting policies adopted are consistent with those of the previous financial year, except as described below.

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a) New and amended standards adopted by the Company

The following standards and amendments to standards became effective for annual periods on January 1, 2013 and have been adopted by the Company in the preparation of the condensed consolidated financial statements:

IFRS 10	Consolidated Financial Statements
IFRS 11	Joint Arrangements
IFRS 12	Disclosures of Interest in Other Entities
IFRS 13	Fair Value Measurement
IAS 19	Employee Benefits
IFRIC 21[(1)]	Levies

(1) Applicable for accounting periods beginning on or after January 1, 2014, however uniQure has adopted this standard early.

- IFRS 10, "Consolidated financial statements", builds on existing principles by identifying the concept of control as the determining factor in whether an entity should be included within the consolidated financial statements of the parent company. The standard provides additional guidance to assist in the determination of control where this is difficult to assess. The Company has assessed IFRS 10's full impact and adopted IFRS 10 on January 1, 2013. This standard does not have a material impact on the Company.

- IFRS 11, "Joint arrangements", outlines the accounting by entities that jointly control an arrangement. Joint control involves the contractual agreed sharing of control and arrangements subject to joint control are classified as either a joint venture (representing a share of net assets and equity accounted) or a joint operation (representing rights to assets and obligations for liabilities, accounted for accordingly).The Company has assessed IFRS 11's full impact and adopted IFRS 11 on January 1, 2013. This standard does not have a material impact on the Company.

- IFRS 12, "Disclosures of Interests in Other Entities", includes the disclosure requirements for all forms of interests in other entities, including joint arrangements, associates, special purpose vehicles and other off balance sheet vehicles. The Company has assessed IFRS 12's full impact and adopted IFRS 12 on January 1, 2013. This standard does not have a material impact on the Company.

- IFRS 13, "Fair value measurement," aims to improve consistency and reduce complexity by providing a precise definition of fair value and a single source of fair value measurement and disclosure requirements for use across IFRSs. The requirements, which are largely aligned between IFRSs and US GAAP, do not extend the use of fair value accounting but provide guidance on how it should be applied where its use is already required or permitted by other standards within IFRSs or US GAAP. The Company has assessed IFRS 13's full impact and adopted IFRS 13 on January 1, 2013. This standard does not have a material impact on the Company.

- IAS 19, "Employee benefits", was amended in June 2011. The amendments outline the accounting requirements for employee benefits, including short- term benefits (e.g. wages and salaries, annual leave), post-employment benefits such as retirement benefits, other long-term benefits (e.g. long service leave) and termination benefits. The Company only participates in defined contribution plans; therefore, this amendment does not impact the Company.

- IFRIC 21, "Levies" was issued in May 2013. It addresses when an entity should recognize a liability to pay a government levy (other than income taxes). IFRIC 21 is an interpretation of IAS 37, Provisions, Contingent Liabilities and Contingent Assets. The interpretation is applicable for annual periods beginning on or after January 1, 2014. Early application is permitted. The Company has assessed IFRIC 21's full impact and adopted IFRIC 21 on January 1, 2013. This standard will not have a material impact on the Company.

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The adoption of these new standards and amendments did not materially impact the Company's financial position or results of operations.

b) New and amended standards not yet adopted by the Company

There are no standards which are currently available for early adoption which are expected to have a significant effect on the condensed consolidated financial statements of the Company.

2.3 Consolidation

Subsidiaries are all entities over which the Company has the power to govern the financial and operating policies generally accompanying a shareholding of more than 50% of the voting rights. The existence and effect of potential voting rights that are currently exercisable or convertible are considered when assessing whether the Company controls another entity. Subsidiaries are fully consolidated from the date on which control is transferred to the Company. Subsidiaries are de-consolidated from the date that control ceases.

Inter-company transactions, balances, income and expenses on transactions between group companies are eliminated. Profits and losses resulting from inter-company transactions that are recognized in assets are also eliminated. Accounting policies of subsidiaries have been changed where necessary to ensure consistency with the policies adopted by the Company.

2.4 Inventories

Inventories are stated at the lower of cost and net realizable value. Cost is determined using the first-in, first-out (FIFO) method. The cost of finished goods and work in progress comprises design costs, raw materials, direct labor, other direct costs and related production overheads (based on normal operating capacity). It excludes borrowing costs. Net realizable value is the estimated selling price in the ordinary course of business, less applicable variable selling expenses.

2.5 Development costs

Development costs are capitalized once the conditions set out in IAS 38 are satisfied.

On March 21, 2013, the Company secured a €10.0 million convertible loan, which provided resources to complete development of Glybera. Accordingly, from March 21, 2013, the Company has capitalized development costs relating to Glybera. Following commercial launch of the product by uniQure's commercial partner, Chiesi, which is expected to occur in the first half of 2014, the intangible asset will be carried at its cost less any accumulated amortization and any accumulated impairment losses (cost model). The estimated useful life over which the intangible will be amortized is estimated at approximately 19 years.

2.6 Revenues and other income

Revenues comprise the fair value of the consideration received or receivable for the sale of licenses and services in the ordinary course of the Company's activities. Revenues are shown net of value-added tax, returns, rebates and discounts and after eliminating sales within the group.

License revenues

License revenues consist of upfront payments and milestone payments.

a) Upfront payments

Revenues from non-refundable, up-front payments are initially reported as deferred revenue on the consolidated balance sheet and are recognized in income as earned over the period of the development, commercialization, collaboration or the manufacturing obligation.

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b) Milestone payments

Sales related milestone payments will be recognized in full in the period in which the relevant milestone is achieved.

Collaboration revenues

Collaboration revenues consist of revenues generated from collaborative research and development arrangements. Such agreements may consist of multiple elements and provide for varying consideration terms, such as up-front, milestone and similar payments which require significant analysis in order to determine the appropriate method of revenue recognition.

Where such arrangements can be divided into separate units of accounting (each unit constituting a separate earnings process), the arrangement consideration is allocated to the different units based on their relative fair values and recognized over the respective performance period. Where the arrangement cannot be divided into separate units, the individual deliverables are combined as a single unit of accounting and the total arrangement consideration is recognized over the estimated collaboration period.

2.7 Other income

uniQure's other income comprises certain subsidies that support uniQure's research efforts in defined research and development projects. These subsidies generally provide for reimbursement of approved costs incurred as defined in various grants.

2.8 Foreign currency translation

a) Functional and presentation currency

Items included in the financial statements of each of uniQure's entities are measured using the currency of the primary economic environment in which the entity operates ("the functional currency") which historically in all cases has been Euros. The consolidated financial statements are presented in Euros, which is the Company's functional and presentation currency.

b) Transactions and balances

Foreign currency transactions are translated into the functional currency using the exchange rates prevailing at the dates of the transactions. Foreign exchange gains and losses resulting from the settlement of such transactions and from the translation at year-end exchange rates of monetary assets and liabilities denominated in foreign currencies are recognized in the income statement. Foreign exchange gains and losses that relate to borrowings and cash and cash equivalents are presented within "Finance income" or "Finance expenses" while all other foreign exchange gains and losses are presented within "Other losses—net" on the Consolidated Statement of Comprehensive Income.

3. Financial risk management

3.1 Financial risk factors

The Company's activities expose it to a variety of financial risks: market risk (including currency risk, fair value interest rate risk, cash flow interest rate risk and price risk), credit risk and liquidity risk.

The condensed consolidated financial statements do not include all financial risk management information and disclosures required in the annual consolidated financial statements, and should be read in conjunction with the Company's annual consolidated financial statements for the period ended December 31, 2012.

There have been no changes in the Company's finance department, which is responsible for financial risk management, or in the Company's financial risk management policies, since December 31, 2012.

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The table below analyzes the Company's financial liabilities in relevant maturity groupings based on the length of time until the contractual maturity date, as at the balance sheet date. The amounts disclosed in the table are the contractual undiscounted cash flows. Balances due within 12 months equal their carrying value balances as the impact of discounting is not significant.

	LESS THAN 1 YEAR	BETWEEN 1 AND 2 YEARS	BETWEEN 2 AND 5 YEARS	OVER 5 YEARS
	(€ in thousands)			
At December 31, 2012				
Borrowings (excl. finance lease liabilities)	—	—	—	—
Financial lease liabilities	151	450	—	—
Debt to related party	1,618	—	—	—
Trade and other payables	3,916	—	—	—
Total	5,685	450	—	—
At September 30, 2013				
Borrowings (excl. finance lease liabilities)	1,165	2,690	4,601	—
Financial lease liabilities	153	165	177	—
Debt to related party	—	—	—	—
Trade and other payables	6,421	—	—	—
Total	7,739	2,855	4,778	

The Financial instruments by category are as follows:

	FOR PERIOD ENDED DECEMBER 31, 2012				
	LOANS AND RECEIVABLES	ASSETS AT FAIR VALUE THROUGH PROFIT AND LOSS	DERIVATIVES USED FOR HEDGING	AVAILABLE FOR SALE	TOTAL
	(€ in thousands)				
Assets as per balance sheet					
Receivables from related parties	26	—	—	—	26
Trade and other receivables	815	—	—	—	815
Cash and cash equivalents	263	—	—	—	263
Total	**1,104**	**—**	**—**	**—**	**1,104**

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	LIABILITIES AT FAIR VALUE THROUGH PROFIT AND LOSS	DERIVATIVES USED FOR HEDGING	OTHER FINANCIAL LIABILITIES AT AMORTIZED COST	TOTAL
	(€ in thousands)			
Liabilities as per balance sheet				
Debt to related party	132	—	1,366	1,498
Financial lease liabilities	—	—	601	601
Trade and other payables	—	—	3,916	3,916
Total	**132**	**—**	**5,883**	**6,015**

	FOR PERIOD ENDED SEPTEMBER 30, 2013				
	LOANS AND RECEIVABLES	ASSETS AT FAIR VALUE THROUGH PROFIT AND LOSS	DERIVATIVES USED FOR HEDGING	AVAILABLE FOR SALE	TOTAL
		(€ in thousands)			
Assets as per balance sheet					
Receivables from related parties	726	—	—	—	726
Trade and other receivables	2,051	—	—	—	2,051
Cash and cash equivalents	31,427	—	—	—	31,427
Total	**34,204**	**—**	**—**	**—**	**34,204**

	LIABILITIES AT FAIR VALUE THROUGH PROFIT AND LOSS	DERIVATIVES USED FOR HEDGING	OTHER FINANCIAL LIABILITIES AT AMORTIZED COST	TOTAL
	(€ in thousands)			
Liabilities as per balance sheet				
Borrowings (excl. finance lease liabilities)	273	—	7,291	7,564
Debt to related party	892	—	—	892
Finance lease liabilities	—	—	495	495
Trade and other payables excluding non-financial liabilities	—	—	6,574	6,574
Total	**1,165**	**—**	**14,360**	**15,525**

For financial instruments that are measured on the balance sheet at fair value, IFRS 7 requires disclosure of fair value measurements by level of the following fair value measurement hierarchy:

- Quoted prices (unadjusted) in active markets for identical assets or liabilities (level 1);
- Inputs other than quoted prices included within level 1 that are observable for the asset or liability, either directly (that is, as prices) or indirectly (that is, derived from prices) (level 2); and
- Inputs for the asset or liability that are not based on observable market data (that is, unobservable inputs) (level 3).

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The fair value of financial instruments that are not traded in an active market (for example, over-the-counter derivatives) is determined by using valuation techniques. These valuation techniques maximize the use of observable market data where it is available and rely as little as possible on entity specific estimates. If all significant inputs required to ascertain the fair value of an instrument are observable, the instrument is included in level 2.

If one or more of the significant inputs is not based on observable market data, the instrument is included in level 3.

The carrying amount of a financial asset or financial liability is a reasonable approximation of the fair value and therefore information about the fair values of each class has not been disclosed.

	LEVEL 1	LEVEL 2	LEVEL 3	TOTAL
At December 31, 2012				
Debt to related party—embedded derivative (warrants)	—	—	132	**132**
Borrowings—embedded derivative (warrants)	—	—	—	**—**
	—	—	132	**132**

	LEVEL 1	LEVEL 2	LEVEL 3	TOTAL
At September 30, 2013				
Debt to related party—embedded derivative (warrants)	—	—	892	**892**
Borrowings—embedded derivative (warrants)	—	—	273	**273**
	—	—	1,165	**1,165**

	LEVEL 3
Opening Balance at January 1, 2013	132
Transfers to/(from) level 3	366
Movement in Equity on early conversion of the convertible loan	(3,005)
Losses recognized in Profit and Loss during the nine months ended September 30, 2013	3,672
Closing balance at September 30, 2013	**1,165**
Total losses for the period included in P&L for assets held at the end of the reporting period, under Finance expenses	3,672

Group valuation processes

The fair value of the level 3 liabilities as of September 30, 2013 have been determined using a Black-Scholes option pricing model. Key inputs include the risk-free rate, volatility, term, exercise price, and fair value of ordinary shares. The values are included within the tables presented above. Changes in the fair values are analyzed at each reporting date during the quarterly review process.

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4. Critical Accounting Estimates and Judgments

The preparation of financial statements in conformity with IFRS requires the Company to make estimates and assumptions that affect the reported amounts and classifications of assets and liabilities, revenues and expenses in the condensed consolidated financial statements. The estimates that have a significant risk of causing a material adjustment to the financial statements are utilized for share-based compensation, income taxes, research and development expenditures and borrowings. Actual results could differ materially from those estimates and assumptions.

The preparation of financial statements in conformity with IFRS also requires the Company to exercise judgment in applying the accounting policies. Critical judgments in the application of the Company's accounting policies relate to research and development expenditures, revenues and the cost of license revenues.

The condensed consolidated financial statements do not include all disclosures for critical accounting estimates and judgments that are required in the annual consolidated financial statements, and should be read in conjunction with the Company's annual consolidated financial statements for the period ended December 31, 2012.

Revenue recognition

The Company has not generated any revenues from royalties or product sales through September 30, 2013.

In July 2013, the Company received upfront payments in connection with the Glybera commercialization agreement and hemophilia B co-development agreements. Revenues from such non-refundable, up-front payments are initially reported as deferred revenues on the consolidated balance sheet and are recognized in revenues as earned over the period of the development, commercialization, collaboration or manufacturing obligation.

The Company also generates revenues from collaborative research and development arrangements. Such agreements may consist of multiple elements and provide for varying consideration terms, such as up-front, milestone and similar payments, which require significant analysis by management in order to determine the appropriate method of revenue recognition.

Where such arrangements can be divided into separate units of accounting (each unit constituting a separate earnings process), the arrangement consideration is allocated to the different units based on their relative fair values and recognized over the respective performance period. Where the arrangement cannot be divided into separate units, the individual deliverables are combined as a single unit of accounting and the total arrangement consideration is recognized over the estimated collaboration period. Such analysis requires considerable estimates and judgments to be made by us, including the relative fair values of the various elements included in such agreements and the estimated length of the respective performance periods.

Management has concluded that the up-front payments constitute a single unit of accounting, and accordingly, the up-front payments will be recognized over the estimated remaining period of the related manufacturing technologies.

5. Seasonality of Operations

The Company's financial results have varied substantially, and are expected to continue to vary, from quarter to quarter. The Company therefore believes that period-to-period comparisons should not be relied upon as indicative of future financial results. The Company believes that its ordinary activities are not linked to any particular seasonal factors.

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6. Segment Information

Operating segments are identified on the basis of whether the allocation of resources and/or the assessment of performance of a particular component of uniQure's activities are regularly reviewed by uniQure's chief operating decision maker as a separate operating segment. By these criteria, the activities of uniQure are considered to be one segment, which comprises the discovery, development and commercialization of innovative gene therapies, and the segmental analysis is the same as the analysis for uniQure as a whole. The Management Board is the chief operating decision maker, and it reviews the consolidated operating results regularly to make decisions about the Company's resources, and to assess overall performance.

The Company currently, and in the near future, is expected to derive the substantial majority of its revenues from a single party, Chiesi, based in Italy. The Company and Chiesi have entered into an exclusive collaboration for the development and commercialization of the Company's Glybera and Hemophilia B programs in Europe and certain additional territories, pursuant to agreements which were entered into in April 2013, and which became effective in June 2013.

7. Property, Plant and Equipment

	LEASEHOLD IMPROVEMENTS	CONSTRUCTION IN PROCESS	LAB EQUIPMENT	OFFICE EQUIPMENT	TOTAL
			(€ in thousands)		
Period ended September 30, 2013					
Opening net book amount	598	—	270	317	1,185
Additions	—	85	55	426	566
Depreciation charge	(148)	—	(94)	(156)	(398)
Closing net book amount	450	85	231	587	1,353
At September 30, 2013					
Cost	1,264	85	3,014	1,305	5,668
Accumulated depreciation	(814)	—	(2,783)	(718)	(4,315)
Net book amount	450	85	231	587	1,353

Construction in Process ("CIP") at September 30, 2013 relates to the build-out of the manufacturing facility in Lexington, Massachusetts.

Depreciation expense of €398,000 for the nine months ended September 30, 2013 (nine months ended September 30, 2012: €403,000) has been charged in research and development expense.

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8. Intangible Assets

	INTANGIBLE ASSETS (€ in thousands)
Period ended September 30, 2013	
Opening net book amount	3,278
Additions	3,647
Reductions	(155)
Amortization charge	—
Closing net book amount	6,770
At September 30, 2013	
Cost	6,770
Accumulated amortization and impairment	—
Net book amount	6,770

Additions to intangible assets for the nine months ended September 30, 2013 include the capitalization of Glybera development expenses, in accordance with IAS 38, for a total amount of €2,103,000 compared with €nil for the nine months ended September 30, 2012. Capitalization of Glybera costs commenced on March 21, 2013. Other additions relate to the capitalization of sublicense amendment fees following the entry into Chiesi collaboration agreements, for a total amount of €1,544,000 compared with €nil for the nine months ended September 30, 2012. On July 1, 2013, the Company altered the terms of the previous Glybera-related license agreement, entered into in 2012, with Ampliphi Biosciences Corporation, reducing the capitalized amount by €155,000 (CAN$200,000).

9. Other Non-Current Assets

For the nine months ended September 30, 2013, the amount represents a refundable deposit for the Lexington, Massachusetts facility, paid in September 2013.

10. Trade and Other Receivables

	DECEMBER 31, 2012	SEPTEMBER 30, 2013
	(€ in thousands)	
Receivables from related parties	26	726
Trade accounts receivable	397	343
Other receivables	—	1,373
Social security and other taxes	418	335
Trade and other receivables	**841**	**2,777**

The fair value of trade and other receivables approximates their carrying value. As of September 30, 2013 and December 31, 2012, all trade and other receivables were assessed as fully recoverable. The carrying

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amount of the Company's trade receivables are fully denominated in Euros. The receivables from related parties as of September 30, 2013 relate to invoiced amounts to Chiesi based on revenue recognized and expenses reimbursed.

The other classes within trade and other receivables do not contain impaired assets. The maximum exposure to credit risk at the reporting date is the carrying value of each class of receivable mentioned above.

The other receivables primarily relate to prepaid rent, insurance and certain annual licence fees for software and Intellectual Property.

11. Inventories

	DECEMBER 31, 2012	SEPTEMBER 30, 2013
	(€ in thousands)	
Raw materials	—	145
Work in Process / Intermediate Products	—	282
Inventories	**—**	**427**

Inventories as of September 30, 2013 were €427,000 (2012: €nil). The amount includes the raw materials that are to be capitalized in connection with the manufacturing of Glybera for commercial sale, which is expected to commence in the first half of 2014. Also included in inventories are amounts assigned to work in progress and intermediate products following the initial production batches of Glybera. Only Glybera-related material that could not be used for commercial purposes is expensed.

12. Cash and Cash Equivalents

	DECEMBER 31, 2012	SEPTEMBER 30, 2013
	(€ in thousands)	
Cash at bank and on hand	263	31,427

The cash balance as of September 30, 2013 reflects the receipt of €17,000,000 in up-front payments from Chiesi (July 2013), €10,000,000 in convertible debt financing from Coller Capital (June 2013), $10,000,000 in venture debt financing from Hercules Technology Growth Corporation (March 2013) and the drawdown of the remaining advance relating to the December 2012 convertible loan agreement, amounting to €1,999,000.

Supplemental information relating to the cash flow statement

The conversion of the €5,000,000 convertible loan, together with accrued interest of €320,000, amounting to €5,320,000 in aggregate represented a non-cash item as of September 30, 2012. The conversion of the €13,497,000 convertible loan, comprising an amount of €1,498,000 drawn down in December 2012 and the balance of €11,999,000 drawn down during 2013, represented a non-cash item as of September 30, 2013. Refer to Note 13 below.

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The derivative result arising on early conversion of the loan, amounting to €1,333,000 and the derivative result relating to embedded derivatives, amounting to €2,339,000, represented non-cash items as of September 30, 2013.

Purchases of fixed assets and changes in trade and other payables contain a non-cash item of €30,000 largely related to the purchase of fixed assets, which have not yet been paid as of September 30, 2013. Refer to Note 7 above.

13. Equity

uniQure was incorporated on January 10, 2012. The comparative period ending September 30, 2012 represents the first accounting period for the Company. On April 5, 2012 uniQure acquired the AMT Business. The business combination of uniQure and the AMT Group is accounted for as a reverse acquisition, and the financial statements of the AMT Business are presented as the financial statements of uniQure, with an adjustment required to reflect the capital of uniQure in accordance with the requirements of IFRS3 in relation to reverse acquisitions (further details are set out in Note 1 of the audited consolidated financial statements of uniQure for the year ended December 31, 2012). The amount recognized as issued equity interests in the consolidated financial statements is determined by the issued equity interest in AMT outstanding immediately prior to the business combination, but the equity structure (the number and type of equity interests issued) reflects the equity structure of uniQure. Accordingly, the share capital and share premium accounts of AMT disclosed in its audited financial statements for prior years are restated as if uniQure ordinary shares had been issued. The exchange ratio of uniQure shares issued for AMT shares was 1-for-1, but because AMT shares had a nominal value of €0.04 and uniQure shares have a nominal value of €0.01, the impact of this approach is to reduce the balance of the share capital reported within the previous AMT accounts and correspondingly increase the balance on the share premium account. Further details are set out in the uniQure financial statements for the year ended December 31, 2012.

On April 5, 2012, uniQure entered into the financing arrangements described above, consisting of the subscription for €6,000,000 in new equity and the conversion of loans plus interest amounting to €5,320,000.

On April 19, 2012, uniQure raised a further €1.0 million through the issue of class A ordinary shares at a price of €0.614 per share to Cooperatieve Gilde Healthcare II U.A., an existing shareholder of uniQure.

During the period covered by these interim financial statements, uniQure had a single class of shares, which are denominated as ordinary shares. Within this class of ordinary shares, there are further sub-denominations between class A Ordinary Shares, class B Ordinary Shares and class C Ordinary Shares. Other than the fact that certain corporate resolutions require the approval of the general meeting of the class A ordinary shares, all classes of shares carry equal economic rights and rank equally.

Following a general meeting of shareholders of uniQure on July 22, 2013, the Company's authorized share capital was increased from €1,900,000 or 190,000,000 shares to €2,000,000 or 200,000,000 shares by the creation of a new sub-denomination of class C Ordinary Shares, on the following basis:

	A	B	C	TOTAL
Number of Ordinary Shares	171,406,311	18,593,689	10,000,000	200,000,000
Value (€)	1,714,063	185,937	100,000	2,000,000

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As of September 30, 2013, a total of 60,948,978 shares were issued and paid up in full at a nominal value of €0.01 per share (December 31, 2012: 48,267,493 shares at €0.01 per share).

The shares issued during the nine months ended September 30, 2013, the numbers of shares issued, and the impact on the share capital and the share premium is as follows:

Date	Description	Sub-class of ordinary shares	Number of shares	Share capital Amounts	Share premium Amounts	Total equity Amounts
				(€ in thousands)		
January 1, 2012	Brought forward		23,748,127	237	99,947	100,184
January 4, 2012	Investment in AMT ordinary shares		7,352,938	74	2,426	2,500
April 5, 2012	Forbion conversion of existing convertible loan plus interest	A	5,320,000	53	5,267	5,320
April 5, 2012	Forbion new equity investment	A	9,771,987	98	5,902	6,000
April 18, 2012	Gilde new equity investment	A	1,628,664	16	984	1,000
September 30,2012			**47,821,716**	**478**	**114,526**	**115,004**
November–December, 2012	Employees and other persons new equity investment	B	445,777	5	269	274
December 31, 2012			**48,267,493**	**483**	**114,795**	**115,278**
January–May, 2013	Employees and other persons new equity investment	B	453,737	4	274	278
July 24, 2013	Chiesi new equity investment	C	5,546,070	55	13,945	14,000
July 26, 2013	Conversion of 2012 & 2013 convertible loans	A	6,681,678	67	13,430	13,497
September 30, 2013			**60,948,978**	**609**	**142,444**	**143,053**

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Analysis of the shares issued between cash and non-cash items for the nine months ended September 30, 2013:

	Description	Sub-class of ordinary shares	Cash items	Non cash items	Total
			(€ in thousands)		
2012					
January 4, 2012	Investment in AMT ordinary shares		2,500	—	2,500
April 5, 2012	Forbion new equity investment	A	6,000	—	6,000
April 5, 2012	Forbion conversion of existing convertible loan plus interest	A	—	5,320	5,320
April 19, 2012	Gilde new equity investment	A	1,000	—	1,000
September 30, 2012			**9,500**	**5,320**	**14,820**
November-December, 2012	Employees and other persons new equity investment	B	274	—	274
December 31, 2012			**9,774**	**5,320**	**15,094**
2013					
January-May, 2013	Employees and other persons new equity investment	B	278		278
July 24, 2013	Chiesi new equity investment	C	14,000		14,000
July 26, 2013	Conversion of 2012 & 2013 convertible loans	A		13,497	13,497
September 30, 2013			**14,278**	**13,497**	**27,775**

Further details of the shares issued in 2012 are described in the 2012 audited financial statements. For further details about the conversion of the convertible loan in July 2013 refer to Note 14.

During the nine months ended September 30, 2013 and during the year ended December 31, 2012, no new shares were issued upon the exercise of share options. On December 31, 2012 and September 30, 2013 36,294 shares were held by the stichting participatie AMT as treasury shares. The par value as of September 30, 2013 was €0.01 per share (as of December 31, 2012: €0.01 per share). All shares issued by the Company were fully paid. Besides the minimum amount of share capital to be held under Dutch law, there are no distribution restrictions applicable to equity of the Company.

Share Premium

During the year ended December 31, 2012, the Company entered into a reverse acquisition that is described in the annual consolidated audited financial statements for the year ended December 31, 2012.

Total additions to share premium during the nine months ended September 30, 2013 were €27,649,000 net of costs. This increase in share premium was due to the issue of shares as described above.

Other Reserves

Accumulated expense related to the AMT share option plan for the period up to April 5, 2012, amounting to €2,987,000, is offset against the retained losses at April 5, 2012 following the termination of the AMT share option scheme, as set out in the Consolidated Statement of Changes in Equity and as described further in the consolidated audited financial statements for the year ended December 31, 2012.

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Notes to Unaudited Condensed Consolidated Financial Statements

The costs of equity-settled share-based payments to employees are recognized in the income statement, together with a corresponding increase in equity during the vesting period, taking into account (deferral of) corporate income taxes.

During the nine months ended September 30, 2013 the Company recognized a share-based payment expense of €1,411,000 (nine months ended September 30, 2012: €1,228,000), as described in Note 20 below and the accumulated expense of the share incentive plan recognized in the income statement is shown separately in the equity category Other Reserves in the Consolidated Statement of Changes in Equity.

As per Note 15 below, the Company also presented in other reserves the result of the conversion of the convertible loan to the amount of €3,005,000

In the period presented in these unaudited consolidated financial statements, the Company did not have any legal or other types of restricted reserves.

14. Trade and Other Payables

	DECEMBER 31, 2012	SEPTEMBER 30, 2013
	(€ in thousands)	
Trade payables	2,099	3,198
Social security and other tax	152	763
Other current liabilities	1,816	2,613
Total trade and other payables	4,067	6,574

Other current liabilities

As of September 30, 2013 and December 31, 2012, other current liabilities consisted principally of accruals for services provided by vendors but not yet billed, reimbursements received from research and development partners for expenses which have yet to be incurred and miscellaneous liabilities.

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Notes to Unaudited Condensed Consolidated Financial Statements

15. Borrowings

	DECEMBER 31, 2012	SEPTEMBER 30, 2013
	(€ in thousands)	
Non-current		
Borrowings	—	7,291
Finance lease liabilities	450	342
Total non-current	450	7,633
Current		
Debt to related party—Financial liability	1,366	—
Debt to related party—Embedded derivative	132	892
Borrowings—Embedded derivative	—	273
Total current	1,498	1,165
Total	1,948	8,798

December 2012 Convertible Loan and Amendment in March 2013

On December 17, 2012, uniQure entered into a convertible loan agreement with four of its major shareholders (Forbion, Gilde, Grupo Netco and Lupus Alpha), in respect of unsecured and unsubordinated loan notes, which have an issue price of 100% and pay an annual coupon of 8%. Of the total loan €1,498,000 was drawn down in the period to December 31, 2012 and the balance of €1,999,000 was drawn down in the period from January 1, 2013 to January 31, 2013, amounting to a total convertible loan amount of €3,497,000.

In March 2013, uniQure increased the loan by an additional €10,000,000 investment by Coller Capital. As part of the increase, the loan note terms for all loan note holders described in the annual consolidated financial statements were amended such that the final maturity date of the loan notes was extended to December 31, 2014. Additionally, the warrant entitlement was reduced to 10% of the principal amount of the loan provided to uniQure.

Following the subscription for new equity by Chiesi, on July 21, 2013 the full convertible loan was converted on July 26, 2013 into new Class A Ordinary Shares, at a conversion price of €2.02 per share. This conversion marked the extinction of the convertible derivative instrument. The remaining derivative element arises from the warrants issued to the holders of the convertible loan as part of the convertible loan arrangements.

The warrants associated with the convertible loan, and which survive the conversion of the loan, are presented in the consolidated Balance Sheet as at September 30, 2013 within liabilities as an embedded derivative with a fair value of €892,000.

The elimination of the embedded derivative (convertible element) by the early conversion of the loan created €3,005,000 of Other Reserves within the Equity presentation.

During the nine months ended September 30, 2013, an amount of €4,676,000 (compared with €545,000 for the nine months ended September 30, 2012) was recorded as finance expense. This amount relates to €3,716,000 of derivative results (compared with €526,000 for the nine months ended September 30,

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Notes to Unaudited Condensed Consolidated Financial Statements

2012) and the remainder consists of interest expense in relation to the convertible note, Hercules borrowing and interest expense on the financial lease.

Hercules Borrowing

The presented non-current borrowings relate to the Hercules Technology Growth Corp. venture debt loan facility, entered into on June 14, 2013 for a book value of €7,291,000 as of September 30, 2013, presented net of expenses for facility charges of 1.25% plus expenses related to legal counsel. The loan commitment is $10 million with an interest rate of 11.85% and a back-end fee of 3.45%, which matures over a period of 39 months from the loan closing date. The interest-only period was initially set at 9 months and was extended to 15 months on completion of the transaction with Chiesi. In addition, the loan is secured by a lien on all of the Company's assets (excluding intellectual property).

The warrant included in this loan agreement is not closely related to the host contract and therefore has been split and accounted for separately as a financial derivative measured at fair value though profit or loss. The fair value of this embedded derivative is €273,000 and is included within the Current liabilities: Borrowings—embedded derivative on the Consolidated Balance Sheet as of September 30, 2013.

Finance Lease Liability

The finance lease liability relates to the Company's facility at the Meibergdreef in Amsterdam, the Netherlands.

The condensed consolidated financial statements do not include all disclosures for borrowings that are required in the annual consolidated financial statements, and should be read in conjunction with the Company's annual consolidated financial statements for the period ended December 31, 2012.

16. Revenues and Deferred Revenues

	DECEMBER 31, 2012	SEPTEMBER 30, 2013
	(€ in thousands)	
License Revenues	—	220
Collaboration Revenues	—	1,831
Deferred License Revenues Current Portion	—	1,079
Deferred License Revenues	—	15,899

During the nine months ended September 30, 2013, an amount of €220,000 (nine months ended September 30, 2012: €nil) was recognized as license revenues. This amount relates to the recognition of the up-front payments received from Chiesi. During the nine months ended September 30, 2013, an amount of €1,831,000 (nine months ended September 30, 2012: €nil) was recognized as collaboration revenues. This amount related to certain approved activities the Company was able to recharge and reimbursements of expenses under its Co-Development Agreement with Chiesi in respect of its Hemophilia B program.

Upon signing of the Commercialization Agreement and the Co-Development and Commercialization Agreement with Chiesi on April 29, 2013, the Company received €17,000,000 as a non-refundable upfront payment. Based on an assessment performed to the Company, the €17,000,000 will be amortized on a straight-line basis, and presented as license revenues, over a period from July 2013 through September

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Notes to Unaudited Condensed Consolidated Financial Statements

2032: the date of expiration of the last intellectual property protection related to the manufacturing process. The Company determined that the €17,000,000 of up-front payments received from Chiesi constituted a single unit of accounting. The up-front payments related to licenses and reimbursement of past development costs for Glybera and hemophilia B as follows:

1) €2,000,000—Reimbursement of past development costs related to Glybera. Continuing performance obligation: maintaining the market authorization for Glybera (including the post-approval commitment to conduct the Phase IV study);

2) €5,000,000—for past development costs related to hemophilia B. Continuing performance obligation: complete the Co-Development program and file for Marketing Authorization in the European Union;

3) €10,000,000—for having set up an EMA approved manufacturing/production facility. Continuing performance obligation: supply of commercial product to Chiesi.

Although the Company believes that the different elements have different cost levels, the Company is not able to properly estimate the respective fair values of the various elements. Therefore, the Company has concluded that the three deliverables within the arrangement are linked in such a way that the commercial effect cannot be understood without reference to the series of transactions as a whole. Therefore, the individual performance obligations were combined as a single unit of accounting and the total arrangement consideration will be recognized over the estimated life of the agreements under which the continuing performance obligations exist.

The elements described above are based on the current assumption that hemophilia B is anticipated to receive regulatory approval in late 2018, and that the commercial launch is within 3 months following approval. Based on the above, best estimate of the anticipated duration of the agreements is in line with the expiration term of the patent for manufacturing of commercial product which is 19 years. Based on the aforementioned facts, the Company has deferred the revenue and will recognize the €17,000,000 of up-front payments as license revenue on a straight-line basis over 19 years.

For the nine months ended September 30, 2013, the Company recognized an expense, under Costs of goods sold, in relation to its obligation to repay to the Dutch Government a portion of a grant received between 2001 and 2005 in connection with the development of Glybera; the amount was calculated as an agreed 40% of the upfront payment received in relation to Glybera. See a further description under Note 23, Contingent Liabilities.

Collaboration revenues from contracts, typically from delivering research and development services, relate to the agreements, and is recognized on the basis of labor hours delivered at the Agreements' full time employee rate.

Cost reimbursements to which the Company is entitled to under agreements are also recognized as collaboration revenues in the income statement in the same quarter of the recorded cost they intend to compensate, except for reimbursement of certain expenses incurred in the periods prior to the completion of the Chiesi agreements (on June 30, 2013); such revenues are recognized at the moment that Chiesi incurred the obligation to reimburse them, i.e. on June 30, 2013. When the reimbursable costs are not yet invoiced these amounts are included as a component of trade and other receivables on the balance sheet.

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Notes to Unaudited Condensed Consolidated Financial Statements

17. Research and development expenses

Research and development expenses mainly increased due to the additional development and clinical activities required to support the planned commercial launch of Glybera, as well as the progression of uniQure's other programs through late stage research and clinical development.

18. General and administrative expenses

General and administrative expenses increased to €7,612,000 for the nine months ended September 30, 2013 from €4,438,000 for the nine months ended September 30, 2012. The increase is primarily due to expenses related to consultants (commercial, operations and administrative) and professional fees.

19. Other Comprehensive Income

For the nine months ended September 30, 2013 the amount shown as €6,000 represents the foreign currency translation arising from the US subsidiary, which was established in 2013 (for the nine months ended September 30, 2012: €nil).

20. Share-Based Payments

The condensed consolidated financial statements do not include all disclosures for share-based payments that are required in the annual consolidated financial statements, and should be read in conjunction with the Company's annual consolidated financial statements for the period ended December 31, 2012.

During the nine months ended September 30, 2013 the Company recognized a share-based payment expense of €1,411,000 (nine months ended September 30, 2012: €1,228,000). The share-based payment expense in the first quarter of 2012 was based on the AMT plan only. During the second quarter of 2012, the uniQure share-based payment plan was introduced, which resulted in a higher expense charge than the previous quarter. For the nine months ended September 30, 2013, employee payroll headcount increased from 50 to 79, which lead to the additional increase in share-based payment expense during the period.

21. Loss Per Share

Basic

Basic loss per share is calculated by dividing the loss attributable to equity holders of the Company by the weighted average number of issued and outstanding ordinary and preferred shares during the year.

	NINE MONTHS ENDED SEPTEMBER 30,	
	2012	2013
	(€ in thousands)	
Loss attributable to equity holders of the Company	(10,424)	(20,422)
Weighted average number of ordinary shares outstanding	42,155,570	52,971,836

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Diluted

Diluted loss per share is calculated by adjusting the weighted average number of ordinary shares outstanding to assume conversion of all dilutive potential ordinary shares. Due to the fact that the Company is loss making, all potential ordinary shares had an antidilutive effect, if converted, and thus have been excluded from the computation of loss per share.

	DECEMBER 31, 2012	SEPTEMBER 30, 2013
	(€ in thousands)	
Share options		
Total	8,031,777	8,451,110

22. Related-Party Transactions

In the nine month periods ended September 30, 2013 and 2012, the Management Board received regular salaries and contributions to post-employment schemes. Additionally, selected members of the Supervisory Board received compensation for their services in the form of cash compensation.

Funds affiliated with Forbion Capital partners have a material interest in the Company. In addition, Professor Sander van Deventer and Mr. Sander Slootweg, who were appointed as members of the Supervisory Board of uniQure on April 5, 2012, are each partners of Forbion. Based on the information above, Forbion is a related party of uniQure.

Funds affiliated with Gilde Healthcare have a material interest in the Company. In addition, Mr. Edwin de Graaf, who was appointed as a member of the Supervisory Board of uniQure on April 5, 2012, is a partner of Gilde Healthcare Partners. Based on the information above, Gilde Healthcare is a related party of uniQure.

Funds affiliated with Grupo Netco and Lupus Alpha also have material interests in the company. Chiesi became a related party following the the commercial and investment agreements concluded with the Company on June 30, 2013, and Coller Capital became a related party following the conversion of the convertible loan in July 2013.

Transactions

The related parties identified above participated in the following transactions during the nine month periods ended September 30, 2013 and September 30, 2012.

The 2009 convertible loan from Forbion accrued interest of 5% (a finance charge of €70,000), during the period from January 1, 2012 until its conversion on April 5, 2012 No interest in respect of this loan arose in respect of the nine months ended September 30, 2012 because the loan had already been previously converted into 5,320,000 class A ordinary shares.

The 2012 convertible loan from Forbion, Gilde, Lupus Alpha, Grupo Netco and affiliates, and Coller Capital, as amended in March 2013, generated in the nine months ending September 30, 2013 generated a combined funding of €11,998,000. This loan accrued interest of 8% up until the date of conversion in July 2013 (plus an amount up to the interest payment date), amounting to a total interest amount payable of €434,000.

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Notes to Unaudited Condensed Consolidated Financial Statements

In the period ending September 30, 2013, the Company received various payments from Chiesi comprising a subscription for ordinary C shares of €14,000,000 and up-front commercial payments of €16,875,000. In addition, the Company received funds from Chiesi for issued invoices totalling €725,000.

As of September 30, 2013 the Company had a receivable outstanding with Chiesi for €726,000.

Key Management Compensation

The below table shows the compensation for the Supervisory Board, the Managing Directors and senior Management:

FOR THE		SHORT TERM EMPLOYEE BENEFITS	SHARE-BASED PAYMENTS	POST-EMPLOYMENT BENEFITS	ADVISORS FEES	TERMINATION BENEFITS	TOTAL
				(€ in thousands)			
Year ended December 31, 2012	Supervisory Board	—	134	—	121	—	**255**
	Managing directors	695	509	92	—	—	**1,296**
	Senior Management	689	452	41	—	—	**1,182**
		1,384	**1,095**	**133**	**121**	**—**	2,733
9 months ended September 30, 2012	Supervisory Board	—	79	—	93	—	**172**
	Managing directors	428	337	69	—	—	**834**
	Senior Management	488	297	31	—	—	**816**
		916	**713**	**100**	**93**	**—**	1,822
9 months ended September 30, 2013	Supervisory Board	—	211[2]	—	49	—	**260**
	Managing directors	577[1]	325	45	—	—	**947**
	Senior Management	753	335	78	—	—	**1,166**
		1,330	**871**	**123**	**49**	**—**	2,373

(1) The Management board received Management bonuses
(2) For one Supervisory Board member, the Options were granted late in 2012, but assumed an April 2012 grant date for purposes of vesting

The condensed consolidated financial statements do not include all disclosures for related-party transactions that are required in the annual consolidated financial statements, and should be read in conjunction with the Company's annual consolidated financial statements for the period ended December 31, 2012.

23. Commitments / Contingent Liabilities

uniQure leases various office space and laboratory space under operating lease agreements. The Company leases its headquarters under an agreement between uniQure and AMC, represented by BDDA and Amsterdam Vector Productions B.V. ("AVP"), both subsidiaries of AMC (Second Rental Agreement) in respect of facilities located at Meibergdreef 61 Amsterdam, from October 1, 2005 until September 30, 2016, and an agreement for the lease of facilities at Meibergdreef 57, Amsterdam, from July 1, 2006 until September 30, 2016. The aggregate annual lease payments amount to €542,000.

The lease expenditure charged to the income statement for the nine months ended September 30, 2013 was €471,000 (for the nine months ended September 30, 2012: €526,000).

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Notes to Unaudited Condensed Consolidated Financial Statements

The future aggregate minimum lease payments under non-cancellable operating leases as of September 30, 2013 and December 31, 2012 are as follows:

	DECEMBER 31, 2012	SEPTEMBER 30, 2013
	(€ in thousands)	
No later than 1 year	542	542
Later than 1 year and no later than 5 years	1,627	1,220
Total	2,169	1,762

On July 24, 2013 uniQure entered into an agreement for the lease of facilities at 113 Hartwell Avenue, Lexington, Massachusetts, United States from November 5, 2013 until November 5, 2023. uniQure has an option to extend the lease for up to an additional 10 years. The aggregate annual lease payments for the period to November 5, 2023 amount to $18,937,000, including an initial rent-free period of seven months from the commencement of the lease. Because the lease period commences after the period covered by these condensed financial statements, there is no financial impact on the period covered by these financial statements. As of September 30, 2013, the Company considered the Lexington lease obligations a contingency and not yet a commitment.

Further details regarding the accounting for this lease, including the costs of arranging the lease (which amounted to $52,000 and which will be recognized over the duration of the lease) and certain improvements undertaken by the landlord (which will amount to $7,207,000 and which will be accounted for as an incentive to enter into the lease and accordingly taken as a benefit to the profit and loss account over the duration of the lease) will be set out in the audited consolidated financial statements for the year ending December 31, 2013.

Research and Development Commitments

uniQure has entered into research and development commitments in relation to uniQure's product pipeline. The future aggregate minimum payments under these research and development commitments are as follows:

	DECEMBER, 2012	SEPTEMBER 30, 2013
	(€ in thousands)	
No later than 1 year	277	298
Later than 1 year and no later than 5 years	—	—
Later than 5 years	—	—
Total	277	298

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Notes to Unaudited Condensed Consolidated Financial Statements

Grant Commitments

From October 1, 2000 until May 31, 2005, AMT received a technical development loan from the Dutch government in relation to development of Glybera. This grant includes a repayment clause in the event the Company generates revenues from the related project. AMT received total grants of €3,605,000 relating to eligible project costs in the grant period. The grant amount received bears interest of 5.7% per annum and must be repaid in the period January 1, 2008 through December 31, 2017 as a percentage of revenues which are derived from product sales of Glybera. If future royalty payments are not sufficient to repay the grant on or prior to December 31, 2017, or if there are no revenues generated, the remaining balance will be forgiven. Repayment obligations continue to apply if the product is not commercialized or transferred to others. The total amount of the contingent commitment as at September 30, 2013 was €5,433,000 comprising the original total amount of the grant together with accrued interest. During the nine months ended September 30,2013 the Company recognized an amount of €800,000 as a charge in the consolidated statement of comprehensive income within Costs of goods sold. This amount was paid to the Dutch Government in September 2013 and was calculated as 40% of the upfront amount received specifically related to Glybera.

Historically, the Company also received a "Technisch ontwikkelingsproject" (TOP) (or technical development project) grant from the Dutch government amounting to €130,000 on a project that was terminated. If the Company realizes income from the sale of assets developed under that grant, repayment clauses will apply. The Company has not recorded any liability to repay amounts in respect of this grant within these financial statements.

On January 5, 2010, the Company was awarded an investment credit (innovatiekrediet) from the Dutch government (Ministry of Economic Affairs—Agentschap.nl) in respect of the Company's program for Duchenne Muscular Dystrophy. The credit covers 35% of the costs incurred in respect of the program up to a maximum of €4,000,000. The credit includes a repayment clause dependent on the technical success of this program (which is expected to be demonstrated if the product can be successfully commercialized). The credit is interest-bearing at a rate of 11.4% per annum. To date, the Company has received €729,000 under this investment credit, and as of December 31, 2012, the total amount of the liability was €956,000, representing the amount of the original advance together with accrued interest (2011: €858,000). The credit was to be repaid after the funded part of the program was completed in 2013, out of a percentage of revenues derived from the sales resulting from the Company's Duchenne Muscular Dystrophy program. The assets which are financed by means of the investment credit are subject to a right of pledge for the benefit of the Dutch Ministry of Economic Affairs. The project has been terminated following failure to achieve the scientific goals and the Company does not anticipate that any amounts will be realized from this project and consequently there will not be any obligation to repay any of these amounts.

Other contingent liabilities

On October 22, 2013, the Company received a demand letter from Extera Partners, a consulting firm based in Boston, Massachusetts, regarding certain fees alleged to be owed by the Company in respect of consulting services provided in connection with the Company's collaboration agreements with Chiesi, under an engagement which expired on December 31, 2012. The total amount claimed by Extera Partners for present and future fees allegedly due as a result of the Company's collaboration agreements with Chiesi, which were entered into in the second quarter of 2013, is said to be in the order to €7,000,000 to €8,000,000; the engagement letter with Extera contained a cap limiting the maximum payment to €5,000,000. On December 11, 2013, we received a notification of formal request for arbitration by Extera. The Company intends to defend the claim vigorously. The Company has reviewed the demand with counsel

and believes that the claim is without merit, and consequently it is not expected to have financial consequences for the Company.

24. Events After the Balance Sheet Date

On October 22, 2013, the Company received a demand letter from Extera Partners, a consulting firm based in Boston, Massachusetts, as described in Note 23 above. This is not expected to have financial consequences for the Company. No other events occurred after the balance sheet date that would have a material impact on the results or financial position of uniQure.

In October 2013, the Company entered into additional preconstruction commitments to complete the design and planning work, to acquire the building permit and to order certain materials and equipment that require a longer lead time. The combined sum of these additional commitments entered into amounted to $4,870,000 that is expected to be paid partially in the fourth quarter of 2013 and partially in early 2014.

Report of Independent Registered Public Accounting Firm

To the Board of Directors and shareholders of uniQure B.V.:

In our opinion, the accompanying consolidated balance sheets and the related consolidated balance sheets and the related consolidated statements of comprehensive income, of changes in equity and of cash flows present fairly, in all material respects, the financial position of uniQure B.V. and its subsidiaries at December 31, 2012, December 31, 2011, and December 31, 2010, and the results of their operations and their cash flows for each of the two years in the period ended December 31, 2012 in conformity with International Financial Reporting Standards as issued by the International Accounting Standards Board and in conformity with International Financial Reporting Standards as adopted by the European Union. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits of these statements in accordance with the standards of the Public Company Accounting Oversight Board (United States) and International Standards on Auditing. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

/s/PricewaterhouseCoopers Accountants N.V.

PricewaterhouseCoopers Accountants N.V.
Utrecht, The Netherlands
October 25, 2013

UNIQURE B.V.

Consolidated Balance Sheets
(€ in thousands)

	NOTES	AS AT DECEMBER 31, 2010	2011	2012
Assets				
Non-current assets				
Intangible assets	*(6)*	2,916	2,725	3,278
Property, plant and equipment	*(7)*	1,286	895	1,185
Total Non-current assets		**4,202**	**3,620**	**4,463**
Current assets				
Receivables from related parties	*(8, 24)*	35	35	26
Social security and other taxes	*(8)*	409	249	418
Other receivables	*(8)*	198	800	397
Cash and cash equivalents	*(9)*	17,859	1,100	263
Total Current assets		**18,501**	**2,184**	**1,104**
Total assets		**22,703**	**5,804**	**5,567**
Equity				
Share capital		235	237	483
Share premium		99,841	99,947	114,795
Other reserves		1,788	2,728	1,508
Accumulated deficit		(88,205)	(105,505)	(117,234)
Total equity	*(10)*	**13,659**	**(2,593)**	**(448)**
Liabilities				
Non-current liabilities				
Financial lease liabilities	*(11)*	221	180	450
Debt to related party	*(12, 24)*	4,621	4,544	—
Non-current liabilities		**4,842**	**4,724**	**450**
Current liabilities				
Trade payables	*(13)*	1,556	1,736	2,099
Social security and other taxes	*(13)*	196	713	152
Debt to related party—financial liability	*(12)*	—	—	1,366
Debt to related party—embedded derivative	*(12)*	—	—	132
Other current liabilities	*(13)*	2,450	1,224	1,816
Total Current liabilities		4,202	3,673	5,565
Total liabilities		**9,044**	**8,397**	**6,015**
Total equity and liabilities		**22,703**	**5,804**	**5,567**

The accompanying notes form an integral part of the consolidated financial statements.

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Consolidated Statements of Comprehensive Income
(€ in thousands, except share data and per share data)

	NOTE	YEAR ENDED DECEMBER 31, 2011	2012
Revenues:		€—	€—
License revenues		—	—
Collaboration revenues		—	—
Total revenues		**—**	**—**
Cost of goods sold		—	—
Gross loss		**—**	**—**
Other income	*(14)*	2,192	649
Research and development expenses		(15,500)	(10,231)
General and administrative expenses		(3,807)	(4,564)
Other losses—net		(26)	(45)
Total operating costs	*(15)*	**(19,333)**	**(14,840)**
Operating result		**(17,141)**	**(14,191)**
Finance income	*(17)*	277	22
Finance expense	*(17)*	(436)	(547)
		(159)	**(525)**
Result before corporate income taxes		(17,300)	(14,716)
Corporate income taxes	*(18)*	—	—
Net loss (Attributable to equity holders of the Company)		**(17,300)**	**(14,716)**
		(17,300)	**(14,716)**
Other comprehensive income		—	—
Total comprehensive loss*		**(17,300)**	**(14,716)**
Loss per share attributable to the equity holders of the Company during the year			
Basic and diluted loss per share	***(19)***	**(0.73)**	**(0.34)**

* Total comprehensive loss is fully attributable to equity holders of the Company.

The accompanying notes form an integral part of the consolidated financial statements.

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Consolidated Statements of Changes in Equity
(€ in thousands)

		ATTRIBUTABLE TO EQUITY HOLDERS OF THE COMPANY				
	NOTE	SHARE CAPITAL	SHARE PREMIUM RESERVE	OTHER RESERVES	ACCUMULATED DEFICIT	TOTAL EQUITY
Balance at January 1, 2011	*(5)*	**235**	**99,841**	**1,788**	**(88,205)**	**13,659**
Result for the year		—	—	—	(17,300)	(17,300)
Capital contributions	*(5)*	2	106	—	—	108
Share-based payment expenses		—	—	940	—	940
Balance at December 31, 2011	*(5)*	**237**	**99,947**	**2,728**	**(105,505)**	**(2,593)**
Balance at January 1, 2012		237	99,947	2,728	(105,505)	(2,593)
Result for the year					(14,716)	(14,716)
Capital contributions	*(10)*	246	14,848	—	—	15,094
Share-based payment expenses relating to the AMT share option scheme	*(10)*	—	—	259	—	259
Adjustment to reserves on expiration of the AMT option scheme	*(10)*	—	—	(2,987)	2,987	—
Share-based payment expenses relating to the uniQure share option scheme	*(10)*	—	—	1,508	—	1,508
Balance at December 31, 2012		**483**	**114,795**	**1,508**	**(117,234)**	**(448)**

The accompanying notes form an integral part of the consolidated financial statements.

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Consolidated Statements of Cash Flow
(€ in thousands)

	NOTES	YEAR ENDED DECEMBER 31, 2011	2012
Cash flow from operating activities			
Result before corporate income tax		(17,300)	(14,716)
Adjustments for:			
—Depreciation	*(15)*	590	548
—Impairment of assets	*(6)*	300	—
—Derivative result	*(17)*	(207)	(22)
—Derivative result arising on early conversion of the loan	*(17)*	—	464
—Exchange result	*(15)*	26	45
—Share-based payment expenses	*(16)*	940	1,767
—Changes in trade and other receivables	*(8)*	(442)	243
—Changes in trade and other payables	*(13)*	(1,039)	180
—Movement on other liabilities	*(11)*	64	161
—Interest (income)/expense	*(17)*	365	61
Cash used in operations		(16,703)	(11,269)
Interest paid		(2)	(8)
Net cash used in operating activities		**(16,705)**	(11,277**)**
Cash flow from investing activities			
Purchases of property, plant and equipment	*(7)*	(200)	(392)
Purchases of intangible assets	*(6)*	(109)	(553)
Interest received	*(17)*	147	113
Net cash used in investing activities		**(162)**	(832**)**
Cash flow from financing activities			
Capital contribution from shareholders	*(10, 21)*	108	9,774
Convertible loans drawn down	*(12)*	—	1,498
Net cash generated from financing activities		**108**	11,272
Net decrease in cash, cash equivalents and other bank overdrafts		**(16,759)**	(837**)**
Cash, cash equivalents and bank overdrafts at the beginning of the year	*(9)*	**17,859**	1,100
Cash, cash equivalents at the end of the year	*(9)*	**1,100**	263

The accompanying notes form an integral part of the consolidated financial statements.

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Notes to Consolidated Financial Statements

1. General Information

uniQure B.V.

uniQure B.V. ("uniQure" or the "Company") is a biopharmaceutical company, incorporated and domiciled in the Netherlands, with its headquarters at Meibergdreef 61, 1105 BA, Amsterdam. The Company is a leader in the field of gene therapy, with the first product to receive regulatory approval in the European Union and with multiple collaborations designed to accelerate the development of a pipeline of additional product candidates. The Company was incorporated in January 2012 to acquire and continue the gene therapy business ("AMT Business") of Amsterdam Molecular Therapeutics (AMT) Holding N.V. ("AMT") and its subsidiaries (collectively, the "AMT Group") and to facilitate additional financing, as described further below. As used in these financial statements, unless context indicates otherwise, all references to "uniQure" or the "Company" refer to uniQure and its consolidated subsidiaries.

Amsterdam Molecular Therapeutics (AMT) Holding N.V., prior to April 5, 2012

AMT was, until its liquidation (as described further below in this Note 1), incorporated and domiciled in the Netherlands. It was founded by scientists who were investigating gene therapy approaches for the treatment of lipoproteinlipase deficiency ("LPLD") at the Academic Medical Center (the "AMC") of the University of Amsterdam. The work on LPLD led to the development of Glybera® as the AMT Business's lead program. In December 2009, AMT submitted a Marketing Authorization Application ("MAA") for Glybera to the European Medicines Agency ("EMA").

In 2011, following the Committee for Human Medicinal Products ("CHMP") recommendation to the EMA to refuse the MAA for Glybera, AMT was forced to evaluate its strategic options. Under its restructuring plan announced in late 2011, AMT reduced its number of employees from approximately 100 to approximately 45 by early 2012.

Also by late 2011, AMT's financial resources were depleted and AMT faced significant challenges in raising additional funding from new investors. On December 27, 2011, AMT entered into an agreement to issue 7,352,938 new ordinary shares to existing investors at a price of €0.34 per share, raising a total of €2.5 million. These funds provided additional time for AMT's management and Supervisory Board to explore opportunities to fund the AMT Business.

AMT designed a transaction structure to transfer the AMT Business into a new, unlisted company which could then be funded by Forbion Co-Investment II Cooperatief U.A. and Forbion Co-Investment Cooperatief U.A., which we refer to collectively as "Forbion".

Formation of uniQure and combination with the AMT Business on April 5, 2012

On February 17, 2012, AMT announced that it had entered into a conditional agreement with the newly created entity, uniQure, under which AMT agreed to transfer its entire interest in the AMT Business. uniQure was a newly formed company that issued equity shares to the existing shareholders of AMT in exchange for the transfer of the AMT Business, such that there was no change in the substance of the reporting entity.

The proposed transaction between uniQure and AMT was approved at a meeting of AMT shareholders on March 30, 2012 and completed on April 5, 2012.

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uniQure issued 31,101,065 class B ordinary shares with a nominal value of one euro cent ("class B ordinary shares"), represented by depositary receipts ("uniQure DRs") issued to the AMT shareholders as consideration for the AMT Business. At the date of transfer, AMT had 31,101,065 issued shares.

On April 26, 2012, the distribution record date, AMT was placed in liquidation and made an initial distribution to shareholders of one uniQure DR for every AMT share held. Subsequently, AMT had no material assets, no further distributions were made to AMT shareholders and the liquidation process of AMT was completed in November 2012.

Following the transfer from AMT to uniQure , each AMT shareholder holding at least 5% of the shares in the capital of AMT on April 26, 2012, was entitled to exchange its uniQure DRs for an equal number of uniQure class A ordinary shares with a nominal value of one euro cent ("class A ordinary shares").

As part of the transaction with AMT, uniQure assumed a €5.0 million convertible loan provided to AMT by Forbion in December 2009. On April 5, 2012, this loan, together with accrued interest of €320,000, was converted into class A ordinary shares at a price of €1.00 per share, resulting in the issue to Forbion of 5.32 million class A ordinary shares. The terms of the conversion represented an amendment to the originally agreed conversion price of €3.69 per AMT share. This amendment to the conversion terms formed part of the terms of the combination of AMT and uniQure and the associated financing of uniQure, and was approved by AMT shareholders on March 31, 2012.

On April 5, 2012, uniQure raised €6.0 million through an issue to Forbion of 9,771,987 newly-issued class A ordinary shares at a price of €0.614 per share.

uniQure capital structure following the transactions on April 5, 2012

Following the transaction with AMT and the financing by Forbion, uniQure had a single class of shares. All shares were ordinary shares with the same economic rights in respect of dividends and upon a winding up or sale of the business. The ordinary shares were sub-divided into class A ordinary shares and class B ordinary shares. An additional classification of uniQure class C ordinary shares with a nominal value of one euro cent ("class C ordinary shares") was created on July 22, 2013. While the A, B and class C ordinary shares all have the same economic rights, the principal difference is that class A ordinary shares and class C ordinary shares are held directly by shareholders, whereas the class B ordinary shares are held by a trust foundation (*stichting administratiekantoor* (the "STAK")) on behalf of the uniQure DR holders; the STAK Trustees attend uniQure shareholder meetings on behalf of the uniQure DR holders and will follow voting instructions from the uniQure DR holders in respect of any resolutions at shareholder meetings.

Accounting for the formation of uniQure and the reorganization of the AMT Group

The basis of accounting for the combination of uniQure and the AMT Group was determined by International Financial Reporting Standard ("IFRS") 3, *Business Combinations*.

The AMT Group is the acquirer for accounting purposes and the transaction was accounted for as a reverse acquisition based on the following:

- The senior management of AMT became the senior management of uniQure;
- The former shareholders of AMT became shareholders in uniQure following the combination and exchange of AMT shares for uniQure shares, giving them 100% control and voting rights;
- The majority of the Supervisory Board members were independent and appointed by the former AMT shareholders;

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- The AMT Group was significantly larger in size compared to uniQure based on the scale of activities and number of employees (uniQure had no employees); and

- uniQure issued equity interests to affect the business combination and was one of the combining entities that existed before the reorganization.

As a result, comparative figures as of and for the year ended December 31, 2011 are included in respect of the operations and financial position of the AMT Group in the consolidated financial statements of uniQure for 2012.

At the date of combination of uniQure and AMT on April 5, 2012, uniQure had €18,000 in cash as a consequence of the initial capital provided by Forbion on the creation of uniQure; this represented an initial payment towards the €6.0 million equity commitment by Forbion into the combined business on the basis described above. uniQure held no other assets and did not carry on any trading activities.

Restatement of AMT's 2011 consolidated financial statements and inclusion in uniQure's 2012 consolidated financial statements

The consolidated financial statements of AMT as of and for the year ended December 31, 2011 were prepared after the transaction with uniQure was complete and after AMT had been placed into liquidation.

AMT's consolidated financial statements for the year ended December 31, 2011 were originally prepared on the following basis:

- AMT, the parent company, was in liquidation; therefore, the related accounts were prepared on a liquidation basis rather than a going concern basis;

- At December 31, 2011 it was regarded as probable that the business and assets of AMT would be disposed of, and therefore the entire AMT Business was classified as assets and liabilities held for sale, and as discontinued operations; and

- At the date of preparation of the 2011 AMT consolidated financial statements it was known that the transaction between uniQure and AMT had been completed and that the AMT Business would continue as a going concern. Accordingly, there was no impairment provision against the book values and accordingly the change of basis from going concern to liquidation did not affect income or equity.

In preparing the financial statements for uniQure for 2012, uniQure included the AMT Group consolidated comparative financial information as of and for the year ended December 31, 2011, excluding the share capital of AMT. This information included was prepared on a going concern basis, rather than a liquidation basis, in order to be consistent and comparable for the periods disclosed.

This change in the basis of preparation does not result in any material adjustment to the equity or net income amounts disclosed in the 2011 AMT consolidated financial statements, although it does change the format of the presentation. Specifically, the AMT consolidated accounts for 2011 presented the AMT Business as discontinued activities, with assets and liabilities held for sale which are now presented in the uniQure 2012 consolidated financial statements on the basis that they formed part of the continuing operations of uniQure in 2011. See Note 5 below for further details.

Development of uniQure after April 5, 2012

Following completion of the transaction with AMT, uniQure focused on four of its remaining pre-clinical gene therapy programs (for the treatments of hemophilia B, acute intermittent porphyria, Sanfilippo B syndrome and Parkinson's disease).

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On April 5, 2012, uniQure entered into the financing arrangements described above, consisting of the subscription for €6.0 million in new equity and the conversion of loans plus interest amounting to €5.32 million.

On April 19, 2012, uniQure raised a further €1.0 million through the issue of class A ordinary shares at a price of €0.614 per share to Cooperatieve Gilde Healthcare II U.A. ("Gilde"), an existing shareholder of uniQure.

Following a fourth review of uniQure's MAA, in July 2012 the CHMP recommended approval for the restricted population of LPLD patients with recurrent pancreatitis, subject to additional post-marketing studies for efficacy. The European Commission granted this approval in October 2012. Following the approval of Glybera under exceptional circumstances, uniQure has begun to expand in order to prepare for the product's commercial launch, as well as continuing to develop its other pipeline assets. uniQure began hiring additional staff and the number of employees increased from approximately 45 in early 2012 to approximately 67 by December 31, 2012. This growth continued during 2013. The additional hiring and related activities increased uniQure's cash outflows and the business needed to raise further funding.

In November 2012, uniQure entered into agreements to raise €0.55 million through the issuance of 899,514 uniQure DRs to employees and other persons at a price of €0.614 per uniQure DR. Of these, 445,777 uniQure DRs, representing approximately €0.27 million, were issued prior to December 31, 2012, and the remaining 453,737 uniQure DRs, representing approximately €0.28 million, were issued after December 31, 2012.

On December 17, 2012, uniQure entered into an agreement to raise €3.497 million through the issuance of a convertible loan, of which €1.498 million was drawn down in the year ended December 31, 2012 and the balance was drawn down after the period covered by these financial statements. The fair value element of the loan is disclosed on the balance sheet as €1.45 million. The principal terms at the date of the convertible loan agreement were that the loan bear interest at a rate of 8% per annum, has a maturity date of December 31, 2013 and is convertible at a discount of 5% to the next equity round (provided that the maximum conversion price would be €1.00 per share and that the 5% discount would not be applied if doing so would result in a conversion price lower than €0.614 per share). Because the convertible loan is a compound instrument including an embedded financial derivative which is not closely related to the host contract, under IFRS the embedded derivative has been split out and accounted for separately. Further details of the loan terms, and of its recognition as a financial liability and an equity instrument, are set out in Note 12 below. The loan also entitled the lenders to warrants, further details of which are set out in Note 12 below. The terms of this loan and the accompanying warrants were amended on March 17, 2013 as part of the increase in the loan amount to €13.497 million as described further below in this Note 1.

Negative equity position at December 31, 2012 and December 31, 2011

As of December 31, 2012 and 2011, uniQure had a negative net equity position and low cash balances. Nevertheless, investors have continued to support the business and during 2013 the financial position of the business has improved significantly (further details of events since December 31, 2012 are described below).

The financial statements are therefore prepared on a going concern basis as described in this Note 1 above.

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Notes to Consolidated Financial Statements

Events since December 31, 2012

Since the end of the period covered by these financial statements, uniQure has entered into a number of significant transactions. These are described as Post Balance Sheet Events. These events are further described as follows:

On March 21, 2013, the terms of the December 17, 2012 convertible loan were amended and the amount of the loan was increased to €13.497 million through the provision of an additional €10.0 million convertible loan by a new investor, Coller International Partners V-A, L.P. ("Coller Capital").

On April 29, 2013, uniQure entered into three agreements with Chiesi which consisted of:

(i) a commercialization agreement, under which uniQure granted Chiesi the exclusive rights to commercialize Glybera in Europe and other specified countries, specifically excluding the United States and Japan;

(ii) a co-development and license agreement for the joint co-development by Chiesi and uniQure of uniQure's Hemophilia B gene therapy program, and the exclusive rights for Chiesi thereafter to commercialize in Europe and other specified countries, specifically excluding the United States, China and Japan;

(iii) a subscription agreement pursuant to which Chiesi agreed to purchase 5,546,070 class C ordinary shares at a price of €2.52 per share for a total of €14.0 million.

The conditions relating to these three agreements were satisfied and the agreements became effective on June 30, 2013. We received a €2.0 million upfront payment under the commercialization agreement, a €15.0 upfront payment under the co-development and license agreement and €14.0 million for the sale of class C ordinary shares under the subscription agreement; the subscription by Chiesi for the class C ordinary shares took place on July 24, 2013.

On June 13, 2013, uniQure entered into a loan agreement with Hercules Technology Growth Capital ("HTGC") under which uniQure drew down a loan of $10.0 million.

On July 24, 2013, uniQure entered into a lease for new premises at Hartwell Avenue, Lexington MA, US through its newly incorporated, wholly owned subsidiary uniQure, Inc.

On July 26, 2013, uniQure exercised its rights under the convertible loan agreement to trigger conversion of the €13.497 million convertible loan into 6,681,678 class A ordinary shares.

On September 24, 2013, uniQure amended the terms of the HTGC loan entered into on June 14, 2013, reducing the costs of the loan in exchange for 185,873 warrants.

Significant shareholders

The Company's significant shareholders at the date of approval of these consolidated financial statements include:

- Advent Venture Partners
- Chiesi
- Coller Capital
- Forbion

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- Gilde
- Grupo Netco and affiliates
- Lupus Alpha PE Champions
- Omnes Capital (formerly Credit Agricole Private Equity)

Other matters

The Company's business is not subject to seasonal influences.

The financial statements were approved for issue by the Directors on October 25, 2013.

2. Summary of Significant Accounting Policies

Introductory notes on the basis of preparation and presentation of the financial statements

As described in Note 1 above, the combination of uniQure and the AMT Business was accounted for as a reverse acquisition under IFRS 3. Accordingly, uniQure's consolidated financial statements consolidate the financial results of the uniQure Group for the 12 months ended December 31, 2012 (including the results of AMT prior to its acquisition by uniQure).

In respect of comparative figures for the year ended December 31, 2011, uniQure included the consolidated financial statements of AMT, restated as described in Note 1 above. Because this restatement derives from a change in the basis of preparation of the 2011 consolidated financial statements, uniQure also discloses the opening consolidated balances for the AMT Group for 2011 and the audited consolidated balance sheet of AMT as of December 31, 2010 in addition to the balance sheets as of December 31, 2011 and 2012.

The further principal accounting policies applied in the preparation of these consolidated financial statements are set out below. These policies have been consistently applied to all the years presented, unless otherwise stated.

2.1 Basis of Preparation

The consolidated financial statements of uniQure have been prepared in accordance with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board and as adopted by the European Union for the financial years 2012 and 2011.

The consolidated financial statements have been prepared under the historical cost convention, except for any derivative instruments, which are recorded at fair value through profit or loss.

The consolidated financial statements are presented in Euros except where otherwise indicated.

Under IFRS 3, the acquisition of the AMT Business by uniQure from AMT, which was completed on April 5, 2012, is accounted for as a reverse acquisition; therefore, the financial information is presented on a continuing basis for the AMT Business and uniQure. Under IFRS 3 uniQure is the legal parent of the AMT Business but is regarded as the accounting acquiree; conversely the AMT Group is the legal subsidiary but the accounting acquirer in the consolidated financial statements.

As of December 31, 2011, AMT was 100% owner and controller of two subsidiaries, Amsterdam Molecular Therapeutics (AMT) B.V. ("AMT BV") and Amsterdam Molecular Therapeutics (AMT) IP B.V. ("AMT IP"). AMT also controlled a pre-existing trust foundation which had historically been used in the period to

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December 31, 2009 for AMT staff incentive purposes (the "Stichting Participatie AMT"). These three entities were consolidated within the historical AMT consolidated financial statements.

In addition, on December 29, 2011, AMT BV incorporated seven new subsidiary companies with the objective of optimizing grants and other revenue opportunities. These companies did not commence operations until January 1, 2012 and did not have any material assets or liabilities as of December 31, 2011, but were also included within the AMT consolidated accounts. As of January 1, 2012, the employment of all uniQure's research and development staff was transferred to these new entities.

Following completion of the acquisition of the AMT Business by uniQure on April 5, 2012, the subsidiaries of AMT were transferred to uniQure BV and were renamed as follows:

COMPANY NAME	FORMERLY KNOWN AS
uniQure biopharma B.V.	Amsterdam Molecular Therapeutics (AMT) B.V.
uniQure IP B.V.	Amsterdam Molecular Therapeutics (AMT) IP B.V.
uniQure manufacturing B.V.	AMT manufacturing B.V.
uniQure Assay Development B.V.	AMT Assay Development B.V.
uniQure Research B.V.	AMT Research B.V.
uniQure non clinical B.V.	AMT non clinical B.V.
uniQure QA B.V.	AMT QA B.V.
uniQure Process Development B.V.	AMT Process Development B.V.
uniQure clinical B.V.	AMT clinical B.V.
stichting participatie AMT*	stichting participatie AMT*

* Stichting participatie AMT is a Trust, not a company, but met the conditions for consolidation within uniQure's consolidated financial statements. Stichting participatie AMT was established to facilitate AMT's employee incentive schemes for the period up to 2010.

As described in Note 1 above, the AMT parent legal entity was not transferred to uniQure, and in November 2012, the listing of AMT's ordinary shares on Euronext Amsterdam was cancelled and the company was liquidated.

2.2 Changes in accounting policy and disclosures

The preparation of financial statements in conformity with IFRS requires the use of certain critical accounting estimates. It also requires management to exercise its judgment in the process of applying uniQure's accounting policies. The areas involving a higher degree of judgment or complexity or areas where assumptions and estimates are significant to the financial statements are disclosed in Note 4.

(a) New and amended standards adopted by uniQure

There are no IFRS or IFRIC interpretations that are effective for the financial year beginning on or after January 1, 2012 that would be expected to have a material impact on uniQure.

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Notes to Consolidated Financial Statements

(b) New standards, amendments and interpretations issued but not effective for the financial year beginning January 1, 2012 and not early adopted

A number of new standards and amendments to standards and interpretations are effective for annual periods beginning after January 1, 2012 and have not been applied in preparing these consolidated financial statements. None of these are expected to have a material effect on the consolidated financial statements of the Company.

- IFRS 9, 'Financial instruments', addresses the classification, measurement and recognition of financial assets and financial liabilities. IFRS 9 was issued in November 2009 and October 2010. It replaces the parts of IAS 39 that relate to the classification and measurement of financial instruments. IFRS 9 requires financial assets to be classified into two measurement categories: those measured as at fair value and those measured at amortised cost. The determination is made at initial recognition. The classification depends on the entity's business model for managing its financial instruments and the contractual cash flow characteristics of the instrument. For financial liabilities, the standard retains most of the IAS 39 requirements. The main change is that, in cases where the fair value option is taken for financial liabilities, the part of a fair value change due to an entity's own credit risk is recorded in other comprehensive income rather than the income statement, unless this creates an accounting mismatch. The group is yet to assess IFRS 9's full impact and intends to adopt IFRS 9 no later than the accounting period beginning on or after 1 January 2015. The Company will also consider the impact of the remaining phases of IFRS 9 when completed by the IASB.

- IFRS 10, 'Consolidated financial statements', builds on existing principles by identifying the concept of control as the determining factor in whether an entity should be included within the consolidated financial statements of the parent company. The standard provides additional guidance to assist in the determination of control where this is difficult to assess. The Company has assessed IFRS 10's full impact and adopted IFRS 10 on January 1, 2013. This standard will not have a material impact on the Company

- IFRS 11, 'Joint arrangements', outlines the accounting by entities that jointly control an arrangement. Joint control involves the contractual agreed sharing of control and arrangements subject to joint control are classified as either a joint venture (representing a share of net assets and equity accounted) or a joint operation (representing rights to assets and obligations for liabilities, accounted for accordingly).The Company has assessed IFRS 11's full impact and adopted IFRS 11 on January 1, 2013. This standard will not have a material impact on the Company.

- IFRS 12, 'Disclosures of Interests in Other Entities', includes the disclosure requirements for all forms of interests in other entities, including joint arrangements, associates, special purpose vehicles and other off balance sheet vehicles. The Company has assessed IFRS 12's full impact and adopted IFRS 12 on January 1, 2013. This standard will not have a material impact on the Company.

- IFRS 13, 'Fair value measurement,' aims to improve consistency and reduce complexity by providing a precise definition of fair value and a single source of fair value measurement and disclosure requirements for use across IFRSs. The requirements, which are largely aligned between IFRSs and US GAAP, do not extend the use of fair value accounting but provide guidance on how it should be applied where its use is already required or permitted by other standards within IFRSs or US GAAP. The Company has assessed IFRS 13's full impact and adopted IFRS 13 on January 1, 2013. This standard will not have a material impact on the Company.

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- IAS 19, 'Employee benefits', was amended in June 2011. The amendments outline the accounting requirements for employee benefits, including short-term benefits (e.g. wages and salaries, annual leave), post-employment benefits such as retirement benefits, other long-term benefits (e.g. long service leave) and termination benefits. The Company only participates in defined contribution plans; therefore, no impact is expected from this amendment.

- IFRIC 21, "Levies" was issued in May 2013. It addresses when an entity should recognize a liability to pay a government levy (other than income taxes). IFRIC 21 is an interpretation of IAS 37, Provisions, Contingent Liabilities and Contingent Assets. The interpretation is applicable for annual periods beginning on or after January 1, 2014. Early application is permitted. The Company has assessed IFRIC 21's full impact and adopted IFRIC 21 on January 1, 2013. This standard will not have a material impact on the Company.

The IASB has also issued Exposure Drafts in which significant changes on accounting and disclosures are proposed on topics such as lease accounting and revenue recognition. If the current proposals lead to new or amended standards, the changes could have a substantial impact on uniQure's financial statements in the coming years. The effective date of the revised standards is still under discussion.

2.3 Consolidation

Subsidiaries are entities over which the Company has the power to govern the financial and operating policies generally accompanying a shareholding of more than 50% of the voting rights. The existence and effect of potential voting rights that are currently exercisable or convertible are considered when assessing whether the Company controls another entity. Subsidiaries are fully consolidated from the date on which control is transferred to the Company. They are de-consolidated from the date that control ceases.

Inter-company transactions, balances, income and expenses on transactions between uniQure companies are eliminated. Profits and losses resulting from inter-company transactions that are recognized in assets are also eliminated. Accounting policies of subsidiaries have been changed where necessary to ensure consistency with the policies adopted by the Company.

2.4 Segment Reporting

Operating segments are identified on the basis of whether the allocation of resources and/or the assessment of performance of a particular component of uniQure's activities are regularly reviewed by uniQure's chief operating decision maker as a separate operating segment. By these criteria, the activities of uniQure are considered to be one segment, which comprises the discovery, development and commercialization of innovative gene therapies and the segmental analysis is the same as the analysis for uniQure as a whole. The Management Board is identified as the chief operating decision maker, and reviews the consolidated operating results regularly to make decisions about the resources and to assess overall performance.

2.5 Foreign Currency Translation

(a) Functional and Presentation Currency

Items included in the financial statements of each of uniQure's entities are measured using the currency of the primary economic environment in which the entity operates ("the functional currency") which historically in all cases has been Euros. The consolidated financial statements are presented in Euros, which is the Company's functional and presentation currency.

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Notes to Consolidated Financial Statements

(b) Transactions and Balances

Foreign currency transactions are translated into the functional currency using the exchange rates prevailing at the dates of the transactions. Foreign exchange gains and losses resulting from the settlement of such transactions and from the translation at year-end exchange rates of monetary assets and liabilities denominated in foreign currencies are recognized in the income statement.

Foreign exchange gains and losses that relate to borrowings and cash and cash equivalents are presented within 'Finance income' or 'Finance costs' while all other foreign exchange gains and losses are presented within 'Other losses—net' on the Consolidated Statement of Comprehensive Income.

2.6 Notes to the cash flow statement

The cash flow statement has been prepared using the indirect method. The cash disclosed in the cash flow statement is comprised of cash and cash equivalents. Cash comprises cash on hand and demand deposits. Cash equivalents are short-term, highly liquid investments that are readily convertible to known amounts of cash and are subject to an insignificant risk of changes in value. Cash flows denominated in foreign currencies have been translated at the average exchange rates. Exchange differences, if any, affecting cash items are shown separately in the cash flow statement. Interest paid and received, dividends received and income tax are included in the cash from operating activities.

Supplemental information relating to the cash flow statement

The conversion of the €5.0 million convertible loan, together with accrued interest of €0.32m,amounting to €5.32 million in aggregate (described in Note 1 above) represented a non cash item. Further details are set out in Note 10 below.

2.7 Intangible Assets

(a) Licenses

Acquired patents have a definite useful life and are carried at cost less accumulated amortization and impairment losses. Amortization is calculated using the straight-line method to allocate the cost of licenses over their estimated useful lives (generally 20 years unless a license expires prior to that date). Amortization begins when an asset is available for use.

(b) Research and Development

Research expenditures are recognized as expenses as incurred. Costs incurred on development projects are recognized as intangible assets as of the date that it can be established that it is probable that future economic benefits that are attributable to the asset will flow to the Company considering its commercial and technological feasibility, generally when a filing is made for regulatory approval for commercial production, and when costs can be measured reliably. Given the current stage of the development of the Company's products and product candidates, no development expenditures have yet been capitalized. Registration costs for patents are part of the expenditures for a research and development project. Therefore, registration costs for patents are expensed as incurred as long as the applicable research and development project concerned does not yet meet the criteria for capitalization.

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2.8 Property, Plant and Equipment

Property, plant and equipment comprise mainly laboratory equipment, leasehold improvements, furniture and computer hardware/software. All property, plant and equipment are stated at historical cost less depreciation. Historical cost includes expenditures that are directly attributable to the acquisition of the items.

Subsequent costs are included in the asset's carrying amount or recognized as a separate asset, as appropriate, only when it is probable that future economic benefits associated with the item will flow to uniQure and the cost of the item can be measured reliably. All other repairs and maintenance charges are expensed in the period in which such charges are incurred.

Depreciation is calculated using the straight-line method to allocate the cost of the assets to their residual values over their estimated useful lives. Property, plant and equipment are depreciated as follows:

- Leasehold improvements periods between 5 - 15 years
- Laboratory equipment periods between 5 - 10 years
- Computer hardware/software 3 years

The assets' residual values and useful lives are reviewed, and adjusted if appropriate, at each balance sheet date. An asset's carrying amount is written down immediately to its recoverable amount if the asset's carrying amount is greater than its estimated recoverable amount (also refer to Note 7 below).

Gains and losses on disposals are determined by comparing proceeds with the carrying amount and are recognized in the income statement.

Operating leases and financial leases are described further in Note 2.21 below.

2.9 Impairment of Non-Financial Assets

Assets that are not subject to amortization (whether or not they are ready for use) are tested annually for impairment. Assets that are subject to amortization are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. An impairment loss is recognized for the amount by which the asset's carrying amount exceeds its recoverable amount.

The recoverable amount is the higher of an asset's fair value less costs to sell and value in use. For the purpose of assessing impairment, assets are grouped at the lowest levels for which there are separately identifiable cash flows (i.e. cash-generating units). Non-financial assets that have been previously impaired are reviewed for possible reversal of the impairment at each subsequent reporting date.

2.10 Recognition and measurement

Financial assets and financial liabilities are included in uniQure's balance sheet when uniQure becomes a party to the contractual provisions of the instrument. Financial assets are derecognized when the rights to receive cash flows from the investments have expired or have been transferred and the company has transferred substantially all risks and rewards of ownership.

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Notes to Consolidated Financial Statements

Non-derivative financial instruments

Cash and cash equivalents

Cash and cash equivalents includes bank balances, demand deposits and other short-term, highly liquid investments (with less than three months to maturity) that are readily convertible into a known amount of cash and are subject to an insignificant risk of fluctuations in value.

Financial liabilities and equity

Financial liabilities and equity instruments issued by uniQure are classified according to the substance of the contractual arrangements entered into and the definitions of a financial liability and an equity instrument. An equity instrument is any contract that evidences a residual interest in the assets of uniQure after deducting all its liabilities. The accounting policies adopted for specific financial liabilities and equity instruments are set out below.

Trade payables

Trade payables are obligations to pay for goods or services that have been acquired in the ordinary course of business from suppliers. Trade payables are classified as current liabilities if payment is due within one year or less (or in the normal operating cycle of the business if longer). If not, they are presented as non-current liabilities.

Trade payables are initially measured at fair value, and are subsequently measured at amortized cost, using the effective interest rate method.

Equity instruments

Equity instruments issued by uniQure are recorded at the proceeds received. Direct issuance costs are processed as a deduction on equity.

Derivative financial instruments

uniQure does not have a policy of engaging in speculative transactions, nor does it issue or hold financial instruments for trading purposes.

uniQure has entered into various financing arrangements with its investors, including convertible loans. These convertible loans each include embedded financial derivative elements (being the right to acquire equity in the Company at a future date for a pre-determined price). Therefore while uniQure does not engage in speculative trading of derivative financial instruments, it may hold such instruments from time to time as part of its financing arrangements.

Derivatives are initially recognized at fair value on the date a derivative contract is entered into and are subsequently re-measured at their fair value. The resulting gain or loss is recognized in the consolidated income statement, as the Company currently does not apply hedge accounting.

2.11 Offsetting financial instruments

Financial assets and liabilities are offset and the net amount is reported in the balance sheet when there is a legally enforceable right to offset the recognized amounts and there is an intention to settle on a net basis, or realize the asset and settle the liability simultaneously.

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Notes to Consolidated Financial Statements

2.12 Equity and Borrowings

The Company classifies an instrument, or its component parts, on initial recognition as a financial liability or an equity instrument in accordance with the substance of the contractual arrangement and the definitions of a financial liability and an equity instrument.

An instrument is classified as a financial liability when it is either (i) a contractual obligation to deliver cash or another financial asset to another entity; or (ii) a contract that will or may be settled in the Company's own equity instruments and is a non-derivative for which the Company is or may be obliged to deliver a variable number of the Company's own equity instruments or a derivative that will or may be settled other than by the exchange of a fixed amount of cash or another financial asset for a fixed number of the Company's own equity instruments.

An equity instrument is defined as any contract that evidences a residual interest in the assets of an entity after deducting all of its liabilities. An instrument is an equity instrument only if the issuer has an unconditional right to avoid settlement in cash or another financial asset.

Ordinary Shares

Ordinary shares are classified as equity. Incremental costs directly attributable to the issue of new shares or options are shown in equity as a deduction from the proceeds, net of tax.

Convertible Loan

Where the Company issues convertible loans that do not have the unconditional right to avoid delivering cash or a variable number of shares to settle obligations towards loan note holders, the Company accounts for such loan notes as containing an element that qualifies as a financial liability. Convertible loans are split into a debt component and a separate conversion option component. The conversion option is recognized initially at fair value, based on a probability-weighted scenario analysis. The debt component is the residual amount after deducting from the fair value of the loan as a whole (i.e. the issuance proceeds) the amount separately determined for the conversion option component. The debt component is subsequently carried at amortized cost using the effective interest rate method. When estimates regarding the amount or timing of payments required to settle the obligation change, the carrying amount of the financial liability is adjusted to reflect actual and revised estimated cash flows. The carrying amount is recalculated by computing the present value of estimated future cash flows at the financial instrument's original effective interest rate. Such adjustments are recognized as income or expense in the income statement. Any incremental costs of the loan are deducted from the carrying amount and are amortized over the term of the convertible loan under the effective interest rate method.

The conversion option is classified as a liability if it may be settled by either party other than by the exchange of a fixed amount of cash for a fixed number of the entity's own equity instruments. In that case, the conversion option is carried at fair value with changes in fair value recorded in the income statement. If the conversion option qualifies as an equity instrument, it is recognized in equity on issue date and not re-measured.

2.13 Borrowings

Borrowings are recognized initially at fair value, net of transaction costs incurred. Borrowings are subsequently carried at amortized cost. Any difference between the proceeds (net of transaction costs) and the redemption value is recognized in the income statement over the period of the borrowings using the effective interest rate method.

2.14 Deferred Corporate Income Taxes

There is no tax charge in the Company's Consolidated Statements of Comprehensive Income, nor any deferred tax recognized in the balance sheet for the periods covered by these financial statements.

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Notes to Consolidated Financial Statements

To the extent that any tax expense would arise, it would comprise current and deferred tax. Tax effects are recognized in the income statement, except to the extent that they relate to items recognized in other comprehensive income or directly in equity. In this case, the tax is also recognized in other comprehensive income or directly in equity, respectively.

The Company's management periodically evaluates positions taken in tax returns with respect to situations in which applicable tax regulation is subject to interpretation. It establishes provisions where appropriate on the basis of amounts expected to be paid to the tax authorities.

Deferred income tax is recognized, using the liability method, on temporary differences arising between the tax basis of assets and liabilities and their carrying amounts in the consolidated financial statements. However, the deferred income tax is not accounted for if it arises from initial recognition of an asset or liability in a transaction other than a reorganization that at the time of the transaction affects neither accounting nor taxable profit and loss. Deferred income tax is determined using tax rates (and laws) that have been enacted or substantially enacted by the balance sheet date and are expected to apply when the related deferred income tax asset is realized or the deferred income tax liability is settled.

Deferred income tax assets are recognized only to the extent that it is probable that future taxable profit will be available against which the temporary differences can be utilized.

Deferred income tax is provided on temporary differences arising on investments in subsidiaries and associates, except where the timing of the reversal of the temporary difference is controlled by the Company and it is probable that the temporary difference will not reverse in the foreseeable future.

Deferred income tax assets and liabilities are offset when there is a legally enforceable right to offset current tax assets against current tax liabilities and when the deferred income taxes assets and liabilities relate to income taxes levied by the same taxation authority on either the taxable entity or different taxable entities where there is an intention to settle the balances on a net basis.

2.15 Employee Benefits

(a) Pension Obligations

uniQure operates a defined contribution pension plan for all employees, which is funded by the Company through payments to an insurance company. uniQure has no legal or constructive obligation to pay further contributions if the plan does not hold sufficient assets to pay all employees the benefits relating to employee service in the current and prior periods. The contributions are recognized as employee benefit expense when they are due. Prepaid contributions are recognized as an asset to the extent that a cash refund or a reduction in the future payments is available.

(b) Termination benefits

Termination benefits are payable when employment is terminated by the Company before the normal retirement date, or whenever an employee accepts voluntary redundancy in exchange for these benefits. The Company recognizes termination benefits when it is demonstrably committed to either: terminating the employment of current employees according to a detailed formal plan without possibility of withdrawal; or providing termination benefits as a result of an offer made to encourage voluntary redundancy. Benefits falling due more than 12 months after the end of the reporting period are discounted to their present value.

(c) Bonus plans

The Company recognizes a liability and an expense for bonus plans if contractually obligated or if there is a past practice that has created a constructive obligation.

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Notes to Consolidated Financial Statements

2.16 Share-Based Compensation

uniQure 2012 share option plan

The Company operates a share-based payment plan, which is an equity settled share option plan under which options have been granted in 2012.

The fair value of the options in exchange for the services received is recognized as an expense. The total amount to be expensed over the vesting period, if any, is determined by reference to the fair value of the options granted. For the equity-settled option plan, the fair value is determined at the grant date. For share-based payments that do not vest until the employees have completed a specified period of service, uniQure recognizes the services received as the employees render service during that period. For the allocation of the expenses to be recognized, the Company treats each installment of a graded vesting award as a separate share option grant. The share options' vesting periods are as follows: 33.33% vests after one year from the initial vesting date and the remaining 66.66% vest daily on a straight-line pro rata basis over years two and three.

At each balance sheet date, the Company revises its estimates of the number of options that are expected to become exercisable. It recognizes the impact of the revision of original estimates, if any, in the income statement and a corresponding adjustment to equity.

AMT 2010 option plan

These consolidated financial statements include expenses relating to the equity-settled AMT share option plan ("AMT 2010 Plan"), which was operated prior to the transfer of the AMT Business to uniQure. Details of the cancellation of the AMT 2010 Plan and the related impact on the Company's consolidated financial statements are set out in Note 10 below.

2.17 Provisions

Provisions are recognized when uniQure has a present legal or constructive obligation as a result of past events, it is probable that an outflow of resources will be required to settle the obligation, and the amount can been reliably estimated.

Provisions are initially measured at fair value, and are subsequently measured at amortized cost, using the effective interest rate method.

2.18 Revenues and Other Income

Revenues comprise the fair value of the consideration received or receivable for the sale of licenses and services in the ordinary course of the Company's activities. Revenue is shown net of value-added tax, returns, rebates and discounts and after eliminating sales within the group.

The Company recognizes revenues when the amount of revenue can be reliably measured, it is probable that future economic benefits will flow to the entity and when specific criteria have been met for each of the Company's activities as described below. The Company bases its estimates on historical results, taking into consideration the type of customer, the type of transaction and the specifics of each arrangement.

License revenue can comprise upfront payments and milestone payments. uniQure's other income comprises certain subsidies that support uniQure's research efforts in defined research and development projects. These subsidies generally provide for reimbursement of approved costs incurred as defined in various grants.

Other income comprises grants, described further below in Note 2.19 below, as well as reimbursement of expenditure incurred under certain collaboration agreements.

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Notes to Consolidated Financial Statements

2.19 Government grants

The Company receives certain government and regional grants that support its research effort in defined projects. These grants generally provide for reimbursement of approved costs incurred as defined in the respective grants. Income in respect of grants includes contributions towards the costs of research and development. Income is recognized when costs under each grant are incurred in accordance with the terms and conditions of the grant and the collectability of the receivable is reasonably assured.

Government and regional grants relating to costs are deferred and recognized in the income statement over the period necessary to match them with the costs they are intended to compensate. When the cash in relation to recognized government or regional grants is not yet received the amount is included as a receivable on the balance sheet.

Where the grant income is directly related to the specific items of expenditure incurred, the income will be netted against such expenditure. Where the grant income is not a specific reimbursement of expenditure incurred, the Company includes such income under 'Other income' in the income statement.

Grants or investment credits may be repayable if uniQure successfully commercializes a relevant program that was funded in whole or in part by the grant or investment credit within a particular timeframe.

Prior to successful commercialization, uniQure does not make any provision for repayment.

2.20 Recognition of research and development expenses

Research expenditures are recognized as expenses when incurred except when certain criteria for capitalization as intangible assets are met (Note 2.7). At each balance sheet date, the Company estimates the level of service performed by the vendors and the associated cost incurred for the services performed.

2.21 Leases

Operating leases

Leases in which a significant portion of the risks and rewards of ownership are retained by the lessor are accounted for as operating leases. Payments made under operating leases (net of any incentives received from the lessor) are charged to the income statement on a straight-line basis over the period of the lease.

Finance leases

The Company leases certain laboratory equipment and office equipment. Leases for leasehold improvements and equipment where the Company bears substantially all the risks and rewards of ownership are accounted for as finance leases. Finance leases are capitalized at the lease's commencement at the lower of the fair value of the leased property or the present value of the minimum lease payments.

Each finance lease payment is allocated between the liability and finance charges in order to achieve a constant rate on the finance balance outstanding. The finance balances, net of finance charges, are included in other long-term payables. The interest element of the finance cost is charged to the income statement over the lease period to produce a constant periodic rate of interest on the remaining balance of the liability for each period. The laboratory and office equipment acquired under finance leases are depreciated over the shorter of the useful life of the asset or the lease term.

2.22 Dividend Distributions

Dividend distributions to the Company's shareholders are recognized as a liability in uniQure's financial statements in the period in which the dividends are approved by the Company's shareholders. To date uniQure has not, and AMT did not, pay dividends.

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Notes to Consolidated Financial Statements

3. Financial Risk Management

3.1 Financial Risk Factors

uniQure's activities have exposed it to a variety of financial risks: market risk (including currency risk, price risk, and cash flow and fair value interest rate risk), credit risk, and liquidity risk. uniQure's overall risk management program is focused on preservation of capital and the unpredictability of financial markets and has sought to minimize potential adverse effects on uniQure's financial performance and position.

Risk management is carried out by the finance department. The finance department identifies and evaluates financial risks and hedges these risks if deemed appropriate.

(a) Market Risk

(i) Currency risk

uniQure operates within the Euro area and also internationally and is exposed to foreign exchange risk arising from various currency exposures, primarily with respect to the U.S. dollar and, to a lesser extent, the British pound as the Company acquires certain materials and pays for certain licenses and other services in these two currencies.

In the years presented, uniQure had no significant outstanding receivables or payables in currencies other than Euros. Foreign exchange rate movements had no material effect on the financial statements presented.

In the absence of significant foreign exchange exposure, management has not set up a policy to manage the foreign exchange risk against the functional currency.

As of December 31, 2012 and December 31, 2011, there would not have been a significant effect on the Company's loss due to strengthening or weakening of the functional currency against any foreign currency.

(ii) Price risk

The market prices for the provision of preclinical and clinical materials and services, as well as external contracted research may vary over time. The commercial prices of any of the Company's products or product candidates are currently uncertain. The Company is not exposed to commodity price risk.

uniQure does not hold investments classified as available-for-sale or at fair value through profit or loss; therefore uniQure is not exposed to equity securities price risk.

(iii) Cash flow and fair value interest rate risk

The Company's interest rate risk arises from short and long-term borrowings. The Company has no borrowings with variable rates and is not exposed to cash flow interest rate risk. Borrowings issued at fixed rates expose the Company to fair value interest rate risk. During 2012 and 2011, the Company's borrowings were wholly denominated in Euros.

uniQure has neither significant long-term interest-bearing assets nor significant long-term interest bearing liabilities other than the €3,497,000 convertible loan described above, which was increased after the end of the period covered by these financial statements to €13,497,000 on March 21, 2013 and subsequently converted into 6,681,678 class A ordinary shares on July 26, 2013, as described in Note 1 above. uniQure does not enter into any interest rate swaps.

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(b) Credit Risk

As described in Note 3(a) above, uniQure has no large receivable balances with external parties. As of December 31, 2012 and December 31, 2011, the majority of uniQure's cash and cash equivalents were placed at the following banks.

	AS OF DECEMBER 31,			
	2011		2012	
(€ in thousands)	AMOUNT	CREDIT RATING (MOODY'S)	AMOUNT	CREDIT RATING (MOODY'S)
Bank				
Rabo Bank	1,088	AAA	258	AA2
Van Lanschot	5	A-*	5	A-*
Deutsche Bank	7	A2	—	n/a
Total	**1,100**		**263**	

* Rating is by Fitch

There are no financial assets past due date or impaired.

(c) Liquidity Risk

Management considers uniQure's cash and cash equivalents as of December 31, 2012, when taken together with additional funds raised since that date (described further in Note 1 above), are sufficient to carry out the business plans going forward, at least until 12 months from the date of these financial statements. Prudent liquidity risk management implies maintaining sufficient cash, and planning to raise cash if and when needed, either through issue of shares or through credit facilities. Management monitors rolling forecasts of uniQure's liquidity reserve on the basis of expected cash flow.

The table below breaks down uniQure's financial liabilities into relevant maturity groups based on the remaining period at the balance sheet date to the contractual maturity date, including interest obligations arising during the relevant periods. The amounts disclosed in the table are the contractual undiscounted cash flows. Balances due within 12 months equal their carrying balances as the impact of discounting is not significant.

On December 17, 2012, the Company agreed to issue €3,497,000 in convertible loan notes to certain of its shareholders. The Company drew down €1,498,000 of the convertible loan in December 2012 which remained outstanding at December 31, 2012, was repayable within 12 months from December 31, 2012, and which carried interest at a rate of 8 percent per annum. Accordingly, at December 31, 2012 the Company had an contractual liability amounting to €1,618,000 (in respect of principal plus interest) falling due within 12 months in respect of the drawn down element of the convertible loan.

The Company drew down an additional €1,999,000 after the end of the period covered by these financial statements.

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Subsequent to year end on March 21, 2013, uniQure amended the terms of the 2012 convertible loan notes and issued an additional €10,000,000 in convertible loan notes to a new investor, Coller Capital.

	LESS THAN 1 YEAR	BETWEEN 1 AND 2 YEARS	BETWEEN 2 AND 5 YEARS	OVER 5 YEARS
	(€ in thousands)			
December 31, 2012				
Trade and other payables	4,067	450	—	—
Debt to related party	1,618	—	—	—
Total	**5,685**	**450**	**—**	**—**
December 31, 2011				
Trade and other payables	3,673	180		—
Debt to related party	250	250	5,250	—
Total	**3,923**	**430**	**5,250**	**—**

The financial instruments by category are as follows:

	DECEMBER 31, 2012				
	LOANS AND RECEIVABLES	ASSETS AT FAIR VALUE THROUGH PROFIT AND LOSS	DERIVATIVES USED FOR HEDGING	AVAILABLE FOR SALE	TOTAL
	(€ in thousands)				
Assets as per balance sheet					
Trade and other receivables	841	—	—	—	841
Financial assets at fair value through profit and loss	—	—	—	—	—
Cash and cash equivalents	263			—	263
Total	**1,104**	**—**	**—**	**—**	**1,104**

	LIABILITIES AT FAIR VALUE THROUGH PROFIT AND LOSS	DERIVATIVES USED FOR HEDGING	OTHER FINANCIAL LIABILITIES AT AMORTIZED COST	TOTAL
	(€ in thousands)			
Liabilities as per balance sheet				
Debt to related party	132	—	1,366	1,498
Finance lease liabilities	—	—	601	601
Trade and other payables		—	3,916	3,916
Total	**132**	**—**	**5,883**	**6,015**

	DECEMBER 31, 2011				
	LOANS AND RECEIVABLES	ASSETS AT FAIR VALUE THROUGH PROFIT AND LOSS	DERIVATIVES USED FOR HEDGING	AVAILABLE FOR SALE	TOTAL
	(€ in thousands)				
Assets as per balance sheet					
Trade and other receivables	1,084	—	—	—	1,084
Cash and cash equivalents	1,100			—	1,100
Total	**2,184**	**—**	**—**	**—**	**2,184**

	LIABILITIES AT FAIR VALUE THROUGH PROFIT AND LOSS	DERIVATIVES USED FOR HEDGING	OTHER FINANCIAL LIABILITIES AT AMORTIZED COST	TOTAL
	(€ in thousands)			
Liabilities as per balance sheet				
Debt to related party	2	—	4,542	4,544
Finance lease liabilities	—	—	221	221
Trade and other payables		—	3,632	3,632
Total	**2**	**—**	**8,395**	**8,397**

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3.2 Capital Risk Management

The Company's objectives when managing capital are to safeguard the Company's ability to continue as a going concern in order to provide returns for shareholders, benefits for other stakeholders and to maintain an optimal capital structure to reduce the cost of capital.

In order to maintain or adjust the capital structure, the Company may adjust the amount of dividends paid to shareholders (although at this time the Company does not have retained earnings and is therefore currently unable to pay dividends), return capital to shareholders, issue new shares or sell assets to reduce debt.

The total amount of equity as recorded on the balance sheet is managed as capital by the Company.

For financial instruments that are measured on the balance sheet at fair value, IFRS 7 requires disclosure of fair value measurements by level of the following fair value measurement hierarchy:

- Quoted prices (unadjusted) in active markets for identical assets or liabilities (level 1);
- Inputs other than quoted prices included within level 1 that are observable for the asset or liability, either directly (that is, as prices) or indirectly (that is, derived from prices) (level 2);
- Inputs for the asset or liability that are not based on observable market data (that is, unobservable inputs) (level 3).

As of December 31, 2012 and 2011 financial instruments at fair value through profit and loss amounted to €(464,000) and €207,000, respectively, and comprised of movements on the fair value of the derivative elements of convertible loans, as described further in Note 17 below.

The fair value of financial instruments that are not traded in an active market (for example, over-the-counter derivatives) is determined by using valuation techniques. These valuation techniques maximize the use of observable market data where it is available and rely as little as possible on entity specific estimates. If all significant inputs required to fair value an instrument are observable, the instrument is included in level 2.

If one or more of the significant inputs is not based on observable market data, the instrument is included in level 3.

The Company's assets and liabilities that are measured at fair value at December 31, 2012 and 2011 are all measured as level 2 financial instruments. The carrying amount of a financial asset or financial liability is a reasonable approximation of the fair value and therefore information about the fair values of each class has not been disclosed.

4. Critical Accounting Estimates and Judgments

Estimates and judgments are continually evaluated and are based on historical experience and other factors, including expectations of future events that are believed to be reasonable under the circumstances.

4.1 Critical accounting estimates and assumptions

The Company makes estimates and assumptions concerning the future. The resulting accounting estimates will, by definition, seldom equal the related actual results. The estimates and assumptions that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year are addressed below.

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Share-based payments

In 2012 the Company introduced an equity settled share option plan. At the balance sheet date 8,031,777 options were outstanding (2011: 1,898,200 options relating to the AMT share option plan). This plan is accounted for in accordance with the policy as stated in note 2.16. The option pricing model used and the inputs to that model are described in Note 10 below.

Corporate taxes

The Company is subject to corporate taxes in the Netherlands. Significant judgment is required in determining the use of net operating loss carry forwards and taxation of upfront and milestone payments for corporate tax purposes. There are many transactions and calculations for which the ultimate tax determination is uncertain. Where the final tax outcome of these matters is different from the amounts that were initially recorded, such differences will impact the current and deferred corporate tax assets and liabilities in the period in which such determination is made.

Research and development expenditures

Research and development expenditures are not capitalized but are reflected in the income statement because the criteria for capitalization are not met (note 4.2). As of each balance sheet date, the Company estimates the level of service performed by its vendors or other counterparties and the associated costs incurred for the services performed.

Although the Company does not expect its estimates to be materially different from amounts actually incurred, its understanding of the status and timing of services performed relative to the actual status and timing of services performed may vary and could result in reporting amounts that are too high or too low in any particular period.

4.2 Critical judgments in applying the entity's accounting policies

(a) Corporate Income Taxes

The Dutch corporate income tax act permits reporting pursuant to a consolidated tax regime, referred to as a fiscal unity. A fiscal unity is a combination of a parent and subsidiaries whereby formally the parent, in our case uniQure B.V., is the entity that is taxed for the consolidated profits of the fiscal unity.

uniQure, which has a history of tax losses, recognizes deferred tax assets arising from unused tax losses or tax credits only to the extent that the relevant fiscal unity has sufficient taxable temporary differences or there is convincing other evidence that sufficient taxable profit will be available against which the unused tax losses or unused tax credits can be utilized by the fiscal unity. Management's judgment is that sufficient convincing other evidence is not available and a deferred tax asset is therefore not recognized.

(b) Research and Development Expenditures

The stage of a particular project generally forms the basis for the decision whether costs incurred for the Company's research and development projects can be capitalized or not. In general, the Company's vision is that clinical development expenditures are not capitalized until the Company files for regulatory approval in respect of the program, as this is considered to be the first point in time when it becomes probable that future revenues can be generated. However, although the EMA has now granted marketing authorization under exceptional circumstances in the EU for Glybera, such authorization is subject to further conditions before first sales may be made in the EU.

IAS38 describes the conditions under which development expenditure should be capitalized. These conditions include the availability of adequate technical, financial and other resources to complete the development of the intangible asset. At December 31, 2012 uniQure lacked the financial and other

resources required to complete the remaining development of Glybera to meet the EMA conditions. On this basis the conditions described in IAS 38 were not met and accordingly no development expenditure amounts were capitalized.

As of each balance sheet date, the Company estimates the level of service performed by its vendors or other counterparties and the associated costs incurred for the services performed. As part of the process of preparing the Company's financial statements the Company is required to estimate its accrued expenses. This process involves reviewing quotations and contracts, identifying services that have been performed on the Company's behalf, estimating the level of service performed and the associated cost incurred for the service when it has not yet been invoiced or otherwise notified of the actual cost. The majority of the Company's service providers invoice the Company monthly in arrears for services performed or when contractual milestones are met. The Company makes estimates of its accrued expenses as of each balance sheet date in its financial statements based on facts and circumstances known to it at that time. The Company periodically confirms the accuracy of its estimates with the service providers and makes adjustments if necessary. The significant estimates in its accrued research and development costs are related to fees paid to clinical research organizations, or CROs, in connection with research and development activities for which the Company has not yet been invoiced. The Company bases its expenses related to CROs on its estimates of the services received and efforts expended pursuant to quotes and contracts with CROs that conduct research and development on its behalf.

The financial terms of these agreements are subject to negotiation, vary from contract to contract and may result in uneven payment flows. There may be instances in which payments made to vendors and other counterparties will exceed the level of services provided and result in a prepayment of the research and development costs. In accruing service fees, the Company estimates the time period over which services will be performed and the level of effort to be expended in each period. If the actual timing of the performance of services or the level of effort varies from the Company's estimate, it adjusts the accrual or prepayment expense accordingly. Although the Company does not expect its estimates to be materially different from amounts actually incurred, its understanding of the status and timing of services performed relative to the actual status and timing of services performed may vary and could result in reporting amounts that are too high or too low in any particular period.

(c) Impairment of Assets

Assets that are subject to amortization are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. In the year ended December 31, 2012, management reviewed the carrying amount of these assets and determined that no adjustments to carrying values were required.

In the year ended December 31, 2011, management recorded an impairment charge of €300,000 in respect of the termination of a research license under which uniQure had made an initial payment of €300,000; this payment had been determined as an intangible asset, and accordingly this amount has been written off. Management determined that no further impairment charges were required in respect of the 2011 consolidated financial statements.

The Company tests assets that are not subject to amortization annually for impairment. For the purpose of assessing impairment, the Company groups assets at the lowest levels for which there are separately identifiable cash flows (cash-generating units). The Company currently uses all material assets in the development of certain gene therapy products. Therefore, the management regularly reviews all activities of the Company as a single component and one cash-generating unit. Although we are not currently selling any products, our collaborator, Chiesi, is preparing the commercial launch of Glybera in the EU. The Company's future revenues from product sales, if any, will depend on the success of Chiesi's commercialization efforts and the Company's success in obtaining marketing authorization for Glybera and any other product candidates in additional countries.

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The Company has determined that no impairment should be recorded during the year ended December 31, 2012. Based on management's expectations of revenues and gross margin from anticipated sales of Glybera by Chiesi, the management has determined that no impairment charge in respect of intangible assets relating to Glybera is necessary. These expectations are principally based on management's estimate of the market size for Glybera and the gross margin that management expects to realize.

(d) Compound Financial Instruments

Management classifies a financial instrument or its component parts on initial recognition as a financial liability, a financial asset or an equity instrument in accordance with the substance of the contractual arrangement and the definitions of a financial liability, a financial asset and an equity instrument. As described under Note 12, we have analyzed the convertible loan issued in 2012 and concluded that both the loan and the convertible elements qualified as financial liabilities; Note 12 contains further details relating to the valuation of the convertible element.

5. Reconciliation of 2011 comparative financial information

As described in Note 1 above, the consolidated financial statements of uniQure for the year ended December 31, 2012 include the restated AMT Group consolidated comparative financial information for the year ended December 31, 2011.

The restatement of the consolidated financial statements of AMT for the year ended December 31, 2011 resulted in the following adjustments.

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Assets and liabilities

	AT DECEMBER 31, 2011		
	PER AMT CONSOLIDATED 2011 AUDITED ACCOUNTS	ADJUSTMENT	2011 RESTATED FOR UNIQURE CONSOLIDATED ACCOUNTS
	(€ in thousands)		
Assets			
Non-current assets			
Intangible assets	—	2,725	2,725
Property, plant and equipment	—	895	895
Non-current assets	**—**	**3,620**	**3,620**
Current assets			
Receivables from related parties	—	35	35
Social security and other taxes	—	249	249
Other receivables	—	800	800
Cash and cash equivalents	—	1,100	1,100
Assets held for sale	5,804	(5,804)	—
Current assets	**5,804**	**(3,620)**	**2,184**
Total assets	**5,804**	**—**	**5,804**
Liabilities			
Non-current liabilities			
Financial lease liabilities	—	180	180
Debt to related party	—	4,544	4,544
	—	**4,724**	**4,724**
Current liabilities			
Trade payables	—	1,736	1,736
Social security and other taxes	—	713	713
Debt to related party	—	—	—
Other current liabilities	—	1,224	1,224
Liabilities held for sale	8,397	(8,397)	—
	8,397	**(4,724)**	**3,673**
Total liabilities	**8,397**	**—**	**8,397**

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Result for the period

	FOR THE YEAR ENDED DECEMBER 31, 2011		
	PER AMT CONSOLIDATED 2011 AUDITED ACCOUNTS	ADJUSTMENT	2011 RESTATED FOR UNIQURE CONSOLIDATED ACCOUNTS
	(€ in thousands, except share data and per share data)		
Other income	—	2,192	2,192
Total operating profit	**—**	**2,192**	**2,192**
Research and development costs	—	(15,500)	(15,500)
General and administrative costs	—	(3,781)	(3,781)
Other losses—net		(26)	(26)
Total operating costs	**—**	**(19,038)**	**(19,038)**
Operating result	—	(17,116)	(17,116)
Finance income	—	277	277
Finance costs	—	(462)	(462)
Result before corporate income taxes	—	(17,300)	(17,300)
Corporate income taxes	—	—	—
Result for the year from continuing operations	—	(17,300)	(17,300)
Result for the year from discontinued operations	(17,300)	17,300	—
Result for the year	**(17,300)**	**—**	**(17,300)**
Attributable to:			
Ordinary shareholders of the Company	**(17,300)**	**—**	**(17,300)**
Loss per share for result attributable to the equity holders of the Company during the year			
Basic and diluted loss per share from continuing operations	—	(0.73)	(0.73)
Basic and diluted loss per share from discontinued operations	(0.73)	0.73	—
Basic and diluted loss per share	**(0.73)**	**—**	**(0.73)**

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Consolidated Statement of Changes in Equity

	PER AMT CONSOLIDATED 2011 AUDITED ACCOUNTS	ADJUSTMENT	2011 RESTATED FOR UNIQURE CONSOLIDATED ACCOUNTS
		(€ in thousands)	
Balance at December 31, 2010			
Share capital	940	(705)	235
Share premium	99,136	705	99,841
Total	**100,076**	**—**	**100,076**
Capital contributions			
Share capital	10	(8)	2
Share premium	98	8	106
Total	**108**	**—**	**108**
Balance at December 31, 2011			
Share capital	950	(713)	237
Share premium	99,234	713	99,947
Total	**100,184**	**—**	**100,184**

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Cash flow for the period

	PER AMT CONSOLIDATED 2011 AUDITED ACCOUNTS	ADJUSTMENT (€ in thousands)	2011 RESTATED FOR UNIQURE CONSOLIDATED ACCOUNTS
Cash flow from operating activities			
Result before corporate income tax	—	(17,300)	(17,300)
adjustments for:	—		
—Depreciation	—	600	600
—Impairment of assets	—	300	300
—Derivative result	—	(207)	(207)
—Exchange result	—	26	26
—Share-based payment expenses	—	940	940
—Changes in working capital	—	(1,427)	(1,427)
—Interest (income)/expense	—	365	365
Cash used in operations	—	(16,703)	(16,703)
Interest paid	—	(2)	(2)
Net cash used in continuing operating activities	**—**	**(16,705)**	**(16,705)**
Net cash used in discontinued operating activities	**(16,705)**	**16,705**	
Net cash used in operating activities	**(16,705)**	**—**	**(16,705)**
Cash flow from investing activities			
Purchases of property, plant and equipment		(200)	(200)
Purchases of intangible assets		(109)	(109)
Interest received		147	147
Net cash used in continuing investing activities		**(162)**	**(162)**
Net cash used in discontinued investing activities	**(162)**	**162**	**—**
Net cash used in investing activities	**(162)**	**—**	**(162)**
Capital contribution from shareholders			108
Net cash generated from continuing financing activities	**—**	**108**	**108**
Net cash generated from discontinued financing activities	108	**(108)**	**—**
Net cash generated from financing activities	108	**—**	**108**
Net decrease in cash, cash equivalents and other bank overdrafts of continuing activities	**—**	**(16,759)**	**(16,759)**
Net decrease in cash, cash equivalents and other bank overdrafts of discontinued activities	**(16,759)**	**16,759**	**—**
Net decrease in cash, cash equivalents and other bank overdrafts of continuing and discontinued activities	**(16,759)**	**—**	**(16,759)**
Cash, cash equivalents and bank overdrafts at the beginning of the year	17,859	—	17,859
Cash, cash equivalents at the end of the year (not classified as assets held for sale)	**—**	**1,100**	**1,100**
Cash, cash equivalents at the end of the year (classified as assets held for sale)	**1,100**	**(1,100)**	**—**
Cash, cash equivalents at the end of the year	**1,100**	**—**	**1,100**

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6. Intangible Assets

(€ in thousands)	LICENSES
At January 1, 2011	
Cost	3,216
Accumulated amortization and impairment	(300)
Net book amount	**2,916**
Year ended December 31, 2011	
Opening net book amount	2,916
Additions	109
Amortization and impairment charge	(300)
Closing net book amount	**2,725**
At December 31, 2011	
Cost	3,025
Accumulated amortization and impairment	(300)
Net book amount	**2,725**
Year ended December 31, 2012	
Opening net book amount	2,725
Additions	553
Amortization and impairment charge	—
Closing net book amount	3,278
At December 31, 2012	
Cost	3,278
Accumulated amortization and impairment	—
Net book amount	3,278

In the years presented in these financial statements, no amortization expense was recorded because the related products for which licenses have been granted have either not yet been approved for commercial sale by regulatory authorities or, at the date of these financial statements, uniQure lacked the financial and technical resources to be confident of completing the remaining development, and therefore such approved products are not yet available for use. Since no amortization expense was recognized during the year, management estimated the recoverable amount of these licenses at the end of each annual reporting period although there was no indication that the licenses may be impaired.

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The net book amount of uniQure's intangible assets by licensor is set out below:

(€ in thousands)	AS OF DECEMBER 31, 2011	2012
Xenon	210	365
AmpliPhi	2,198	2,352
NIH	317	317
UCSF	—	244
Total	**2,725**	**3,278**

The amounts set out above arose as follows:

In June 2001, the Group obtained a sub-license from Xenon Genetics, Inc. ("Xenon"), which was approved by Xenon's licensor, The University of British Columbia. The sub-licence was initially capitalized in the amount of €140,000. Xenon granted the Group the exclusive worldwide rights to use the Xenon licensed technology and to use, manufacture, distribute and sell licensed products (as defined in the sub-license agreement). The contract provides for payment of license fees, milestone payments, and a portion of the royalties received from Chiesi, which will be payable to Xenon instead. Dependent upon the progress and success of the research and development activities and sales by the Company, future milestones are capitalized when payment is probable. In 2006, the Company paid a milestone of €70,000 that was capitalized.

In December 2006, the Group acquired a sub-license from Targeted Genetics Corporation (now renamed AmpliPhi Biosciences, Inc. ("AmpliPhi"). The sub-licence was approved by AmpliPhi's licensor, The University of Pennsylvania. It is related to "AAV1 Vector" technology, and the recognized acquisition amount is €1,330,000, which was capitalized.

In 2007, the Group acquired a license from the National Institutes of Health ("NIH") in the amount of €208,000 for the production of adeno-associated virus vectors.

In 2008, the Company paid and capitalized a milestone payment of €357,000 to AmpliPhi under the above license.

In 2008, the Group capitalized licensing fees totaling €600,000 related to a license from the La Sapienza University of Rome ("La Sapienza") for technology for treatment for Duchenne Muscular Dystrophy and a license from the San Rafaelle University of Milano for technology to be used in the treatment of Factor IX Hemophilia.

In 2009, the Group accrued for and capitalized a licensing milestone of $750,000 (€511,000) to AmpliPhi which became payable on the submission of the MAA of Glybera to EMA. The payment to AmpliPhi was made in 2010.

In 2010, the Group terminated its research and license agreement with San Rafaelle University of Milano. This expense had been capitalized as an intangible asset, and accordingly this amount has been written off.

In 2011, the Group made and capitalized a payment to the NIH in the amount of €109,000 for a license to use adeno-associated virus serotype 5.

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During 2011, the Group stopped further development of its Duchenne Muscular Dystrophy program. At that time, the program had not met its scientific goals. Accordingly, the amount capitalized as an intangible asset in respect of the license from La Sapienza described above has been written off.

In 2012, the Group made and capitalized a payment to AmpliPhi Biosciences Corporation of $200,000 (€154,000) in accordance with its financial obligations relating to Glybera.

In 2012, the Group also made and capitalized a payment to Xenon of CAN$ 200,000 (€155,000) in respect of Glybera's approval by EMA.

In 2012, the Group made and capitalized a payment to the University of California at San Francisco ("UCSF") of $300,000 (€244,000) in respect of the license to certain data, know-how, and other rights relating to the program for Parkinson's disease.

In the year ended December 31, 2012, uniQure did not capitalize any development expenses related to Glybera for the period following the approval of the MAA for Glybera because at that time uniQure lacked the financial and technical resources to be confident of completing the remaining development.

Management determined that based on its expectations of revenues and gross margin following market launch, no other impairment charge is necessary.

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7. Property, Plant and Equipment

	LEASEHOLD IMPROVEMENT	LABORATORY EQUIPMENT	COMPUTEER HARDWARE/ SOFTWARE	TOTAL
		(€ in thousands)		
As of January 1, 2011				
Cost	721	2,839	504	4,064
Accumulated amortization and impairment	(385)	(1,963)	(430)	(2,778)
Net book amount	**336**	**876**	**74**	**1,286**
Year ended December 31, 2011				
Opening net book amount	336	876	74	1,286
Additions	49	100	51	200
Depreciation charge	(123)	(414)	(54)	(591)
Closing net book amount	**262**	**562**	**71**	**895**
As of December 31, 2011				
Cost	770	2,939	555	4,264
Accumulated amortization and impairment	(508)	(2,377)	(484)	(3,369)
Net book amount	**262**	**562**	**71**	**895**
Year ended December 31, 2012				
Opening net book amount	262	562	71	895
Additions	494	20	324	838
Depreciation charge	(158)	(312)	(78)	(548)
Closing net book amount	**598**	**270**	**317**	**1,185**
As of December 31, 2012				
Cost	1,264	2,959	879	5,102
Accumulated amortization and impairment	(666)	(2,689)	(562)	(3,917)
Net book amount	**598**	**270**	**317**	**1,185**

Closing net book amount

Leasehold improvements include a net book value as of December 31, 2012 of €396,000 (2011: €nil) where uniQure is lessee under a finance lease. A further description of financial lease contracts is set out in Note 11 below. A further description is set out in Note 2.8 above.

Following the reorganization in 2011, uniQure entered into revised rental agreements with AMC and its representatives, as a consequence of which certain parts of the premises, with a cost of €446,000 at December 31, 2012, are now accounted for under a finance lease instead of an operating lease; the assets covered by this change in contractual arrangements are included within the amount of €494,000 shown as additions to leasehold improvements for the year ended December 31, 2012.

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8. Trade and Other Receivables

(€ in thousands)	2011	2012
Receivables from related parties (Note 24)	**35**	**26**
VAT to be received	249	418
Tax on wages to be received	—	—
Social Security to be received	—	—
Total taxes and social securities	**249**	**418**
Accounts receivable	2	0
Interest to be received	121	2
Prepaid expenses	—	—
Other receivables	677	395
Other receivables and prepayments	**800**	**397**

The fair value of trade and other receivables approximates their carrying value. As of December 31, 2012 and 2011, all trade or other receivables were assessed as fully recoverable. The carrying amount of the Company's trade receivables are fully denominated in Euros.

The other classes within trade and other receivables do not contain impaired assets. The maximum exposure to credit risk at the reporting date is the carrying value of each class of receivable mentioned above. The Company does not hold any collateral as security.

9. Cash and Cash Equivalents

(€ in thousands)	2011	2012
Cash at bank and in hand	694	263
Short-term bank deposits	406	—
	1,100	**263**

The effective interest rate on short-term bank deposits was 1.5% in the year ended December 31, 2012 (1.5% in the year ended December 31, 2011); these deposits have an average maturity of 1 day.

10. Shareholders' Equity

uniQure was incorporated on January 10, 2012; therefore, the year ending December 31, 2012 is the first accounting period for the Company. As described in Note 1 above, the business combination between uniQure and the AMT Group is accounted for as a reverse acquisition and the consolidated financial statements of the AMT Business are presented as the consolidated financial statements of uniQure, with an adjustment required to reflect the capital of uniQure.

The amount recognized as issued equity interests in the consolidated financial statements is determined by the issued equity interest in AMT outstanding immediately prior to the business combination, but the equity structure (the number and type of equity interests issued) reflects the equity structure of uniQure.

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Accordingly the share capital and share premium accounts of AMT disclosed in its audited consolidated financial statements for prior years are restated as if uniQure ordinary shares had been issued. The exchange ratio of uniQure shares issued for AMT shares was 1-for-1, but because AMT shares had a nominal value of €0.04 and uniQure shares have a nominal value of €0.01, the impact of this approach is to reduce the balance of the share capital reported within the previous AMT accounts and correspondingly increase the balance on the share premium account.

	NUMBER OF SHARES	AMOUNT OF AMT CAPITAL *(BASED ON SHARES OF €0.04 NOMINAL VALUE)* (€ in thousands)	AMOUNT OF UNIQURE CAPITAL *(BASED ON SHARES OF €0.01 NOMINAL VALUE)*
Share capital (ordinary shares)			
As of January 1, 2011	**23,512,225**		
Share capital		940	235
Share premium		99,136	99,841
Total		**100,076**	**100,076**
New shares issued	**235,902**		
Share capital		10	2
Share premium		98	106
Total		**108**	**108**
As of December 31, 2011	**23,748,127**		
Share capital		950	237
Share premium		99,234	99,947
Total		**100,184**	**100,184**
New shares issued prior to April 5, 2012	**7,352,938**		
Share capital		294	74
Share premium		2,206	2,426
Total		**2,500**	**2,500**
Shares in issue at April 5, 2012	**31,101,065**		
Share capital		1,244	311
Share premium		101,440	102,373
Total		**102,684**	**102,684**
New shares issued after April 5, 2012	**17,166,428**		
Share capital		n/a	172
Share premium		n/a	12,422
Total		**n/a**	**12,594**
As of December 31, 2012	**48,267,493**		
Share capital		n/a	483
Share premium		n/a	114,795
Total		**n/a**	**115,278**

During the period covered by these financial statements, uniQure had a single class of shares, which are denominated as ordinary shares. Within this class of ordinary shares, there are further sub-denominations between class A ordinary shares and class B ordinary shares. Other than the fact that certain corporate

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resolutions require the approval of the general meeting of the class A ordinary shares, class A ordinary shares and class B ordinary shares carry equal economic rights and rank equally.

Following the general meeting of shareholders of uniQure on July 22, 2013, the Company's authorized share capital was increased from €1,900,000 or 190,000,000 shares, to €2,000,000 or 200,000,000 shares through the creation of an additional €100,000 or 10,000,000 class C ordinary shares, in connection with the intended equity investment by Chiesi which took place on July 24, 2013. The authorized share capital of uniQure is as follows:

	A	B	C	TOTAL
Number of Ordinary Shares	171,406,311	18,593,689	10,000,000	200,000,000
Value (€)	1,714,063	185,937	100,000	2,000,000

As of December 31, 2012, a total of 48,267,493 shares were issued and paid up in full at a nominal value of €0.01 per share (2011: 23,748,127 AMT shares at €0.04 per share prior to adjustment in accordance with IFRS 3 and restated as if they were uniQure shares at €0.01 per share). Of these, 24,512,366 are presented as being issued during the year (2011: 235,902 shares). The total gross payment with respect to these shares issued during the period is presented as €15,094,000 (2011: €108,000).

Note 1 describes the shares issued during the period since January 1, 2012. In summary these were as follows:

- On January 4, 2012, AMT raised €2,500,000 through the issuance of 7,352,938 new shares at a price of €0.34 per share. On April 5, 2012, uniQure acquired the AMT Business, issuing 31,101,665 class B ordinary shares, represented by uniQure DRs to the AMT Shareholders as consideration. Since this transaction is accounted for as a reverse acquisition, this issue of uniQure DRs is not disclosed separately within the consolidated financial record of the business;

- On April 5, 2012, uniQure raised €6,000,000 through the issue of 9,771,987 class A ordinary shares to Forbion, at a price of €0.614 per share. On April 5, 2012, the Company issued 5,320,000 class A ordinary shares to Forbion, at a price of €1.00 per share in consideration of the conversion of the outstanding €5,000,000 in convertible loan notes, together with accrued interest of €320,000;

- On May 17, 2012, uniQure raised €1,000,000 through the issue of 1,628,664 class A ordinary shares to Gilde, at a price of €0.614 per share; and

- In November and December 2012, pursuant to an agreement entered into in April 2012, the Company raised a total amount of €274,000 through the issuance of an aggregate of 445,777 class B ordinary shares, represented by uniQure DRs shares to employees and related parties at a price of €0.614 per share.

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	NARRATIVE (SEE NOTE 1)	CASH ITEMS	NON CASH ITEMS	TOTAL
		(€ in thousands)		
Jan 4, 2012	Investment in AMT ordinary shares	2,500	—	2,500
Apr 5, 2012	Forbion new equity investment	6,000	—	6,000
Apr 5, 2012	Forbion conversion of existing convertible loan plus interest	—	5,320	5,320
Apr 19, 2012	Gilde new equity investment	1,000	—	1,000
Nov-Dec, 2012	Employees and other persons new equity investment	274	—	274
		9,774	**5,320**	**15,094**

In 2012 and 2011, no new shares were issued upon the exercise of share options. On December 31, 2012, 36,294 shares were held by the stichting participatie AMT as treasury shares (2011: 36,294). (Further details of stichting participatie AMT are set out in Note 2 above.) These treasury shares arose under the terms of an employee incentive plan operated by AMT, under which employees were permitted to subscribe for new shares at a discount to the market price, but were then required to remain with AMT for a period of three years following the effective date of such purchase. Employees who left AMT within such three year period and who did not meet certain other exceptional conditions were obliged to return their shares.

Share Premium

The presentation of the share premium account is on a consistent basis with the share capital account, including similar adjustments to reflect the impact of the treatment under IFRS 3, as set out in the table above.

The total additions to share premium in the year ended December 31, 2012 amount to €14,849,000 net of costs. This increase in share premium was due to the issue of shares as described above.

Other Reserves

The costs of equity-settled share-based payments to employees are recognized in the income statement, together with a corresponding increase in equity during the vesting period, taking into account (deferral of) corporate income taxes. The accumulated expense of the share incentive plan recognized in the income statement is shown separately in the equity category Other Reserves in the Consolidated Statement of Changes in Equity. Accumulated expense related to the AMT share option plan (described further below) for the period up to April 5, 2012, amounting to €2,987,000, is offset against the retained losses at April 5, 2012 following the extinguishing of AMT and the AMT share option scheme, as set out in the Consolidated Statement of Changes in Equity.

In the years presented in these financial statements, the Company did not have any legal or other types of restricted reserves.

Share Options

2012 Share Option Plan

At the general meeting of shareholders on February 15, 2012, uniQure shareholders approved the adoption of the 2012 Plan. Under the 2012 Plan, share options are granted on the date of grant and vest over a period of three years on the basis set out in Note 2.16 above.

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Any options that vest must be exercised by the tenth anniversary of the effective date of grant.

In 2012, 8,031,777 options were granted under the 2012 Plan to management and certain other employees and consultants. The expense recognized amounted to €1,508,000 during the year ended December 31, 2012.

On October 25, 2011, AMT announced a reorganization resulting in a reduction of the AMT Group's workforce of approximately 50% and subsequent transfer of its assets and liabilities to uniQure pursuant to the transaction entered into on April 5, 2012. Consequently, AMT's 2010 Plan was deemed to have been closed and the outstanding options thereunder cancelled. Accordingly, AMT recognized the remaining option expense for AMT 2010 Plan participants that remained with the Company following the reorganization on the basis of a reduced vesting period, and recognized the pro rata element of this charge in 2011. The consequence of this was a total option expense recognized and accounted for within retained earnings of €259,000 for the period January 1—April 5, 2012 (for the year ended December 31, 2011 the recognized charge amounted to: €940,000). On April 5, 2012, the AMT 2010 Plan and the outstanding options granted under it were cancelled. Accordingly, the accumulated reserve was transferred to retained earnings, as described in the Consolidated Statement of Changes in Equity above. Details regarding the granting of options under the AMT 2010 Plan are disclosed for comparative purposes, since the costs associated with this plan are included in the results for the year ended December 31, 2011.

Both the 2012 Plan and AMT 2010 Plan qualify as equity-settled plans. Movements in the number of outstanding share options granted in 2012 under the 2012 Plan and under the AMT 2010 Plan, all of which were granted in 2010 and 2011, were as follows:

	2011		2012	
	NUMBER	EXERCISE PRICE	NUMBER	EXERCISE PRICE
Number of options outstanding as of January 1	**1,354,150**	**1.95 - 2.92**	**1,898,200**	**1.95 - 2.92**
Number of options granted	751,207	2.06	8,031,777	0.614
Number of options lapsed	(269,550)	2.06 - 2.92	1,898,200	1.95 - 2.92
Number of options outstanding as of December 31	**1,898,200**	**1.95 - 2.92**	8,031,777	0.614

Of the 8,031,777 options outstanding (2011: 1,898,200), no options (2011: none) were exercisable. Options outstanding at the end of the year have the following weighted average remaining contractual life and ranges of exercise prices:

YEAR ENDED DECEMBER 31, 2012 WEIGHTED AVERAGE REMAINING CONTRACTUAL LIFE	RANGE EXERCISE PRICE IN EUR PER SHARE	OPTIONS
1 - 5 years	—	—
6 years	—	—
7 years	—	—
8 years	—	—
9 years	0.614	8,031,777
At December 31, 2012	0.614	8,031,777

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YEAR ENDED DECEMBER 31, 2011 WEIGHTED AVERAGE REMAINING CONTRACTUAL LIFE	RANGE EXERCISE PRICE IN EUR PER SHARE	OPTIONS
1 - 5 years	—	—
6 years	—	—
7 years	—	—
8 years	1.95 - 2.92	1,113,250
9 years	2.06 - 2.92	784,950
At December 31, 2011	**1.95 - 2.92**	**1,898,200**

The Black-Scholes option pricing model has been used to value these awards, based on the following key variables:

	2012	2011
Options with change of control and service based vesting conditions	—	1,898,200
Options with an IPO, change of control and service based vesting conditions	8,031,777	—
Share Price: the closing share price on the grant dates	€0.614 - 1.02	€1.95 - 2.97
Expected Volatility: uniQure used an estimated volatility figure which was fixed based on volatility analysis of companies in the same sector and of a similar size	70 - 80%	50%
Expected Term: is the period from grant until the expected exercise date.	5.5 - 6.3 years	6 - 7 years
Exercise price (in €):	€0.614	€1.95 - 2.97
Expected Dividend Yield: the Company currently does not pay dividends and has no plans to do so	0%	0%
Risk-free Rate: based on Government bonds with a term commensurate with the expected term of each option tranche. Also considered is the risk-free rate over the performance period for each option tranche	0.5 - 1.1%	2.3%

Of the 8,031,777 options granted in 2012, 2,391,085 options were granted to members of the Management Board and 984,564 options were granted to members of the Supervisory Board.

All options granted in 2012 vest upon a liquidity event such as a change of control of the Company or an initial public offering ("IPO"). The total expense to be recognized under an IPO scenario, representing the uncharged part of the total fair value of these options remaining at December 31, 2012, approximates to €2.1 million (equivalent to an uncharged amount remaining of €0.26/option), which will be recognized over the vesting period.

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Expected option term

uniQure has considered various approaches to take into account the effects of expected early exercise whereby the length of the vesting period, the expected share price development, the expected share price volatility and the participants' employee level within the organization have been analyzed.

Based on the outcome of this analysis, uniQure management has determined to take the effects of expected early exercise into account by using an estimate of an option's expected life as an input into the Black-Scholes option pricing model. As historical data about employees' exercise behavior is not available, management's estimate is based on a weighted average expected option life for the entire participant group. The resulting expected weighted average life of the options granted is the midway between the vesting date and the contractual term of the options.

Valuation of ordinary shares

AMT shares were previously listed on Euronext Amsterdam. The initial valuation of €0.614 per uniQure share derived from the average closing price of AMT shares on each of the 5 business days immediately prior to February 17, 2012, the date of the announcement of the transaction between uniQure and AMT, which was also €0.614 per AMT share. Given that uniQure had no other business of its own, and that the consideration for purchase of the business and assets of AMT was a one-for-one share issue to AMT in respect of each AMT share then in issue, the company believed this value was reasonable and reflected the market valuation of the business.

At the date of each grant of options subsequent to the transaction between uniQure and AMT, the fair value of the ordinary shares is determined by the Management Board and Supervisory Board, and takes into account the most recently available valuation of ordinary shares and the assessment of additional objective and subjective factors the company believes are relevant.

Expected volatility

Prior to the transaction between uniQure and AMT on April 5, 2012, AMT was listed on the Euronext Amsterdam exchange from June 2007 through April 2012. This period has provided company-specific historical and implied volatility information. In April 2012, the weighting assigned to the company-specific historic volatility was 50%, and uniQure has also estimated the expected volatility based on the historical volatility of the publicly traded peer companies for the remaining 50% weighting. For option grants post April 2012, the volatility has been estimated solely by reference to the historical volatility of the publicly traded peer companies. This has resulted in a volatility in the range 70 - 80% in respect of the options granted in the year ended December 31, 2012.

Further details regarding the total expense recognized in the income statement for share options granted to managing directors, supervisory directors and selected employees are set out in Note 24. The corresponding increase in equity is separately accounted for as other reserves.

11. Financial Lease Liabilities

uniQure leases certain leasehold improvements by means of finance leases including the following:

- Agreement between Beheersmaatschappij Dienstverlening en Deelneming AZUA BV ("BDDA") a 100% subsidiary of the AMC, and uniQure regarding leasehold improvements at Meibergdreef 61, Amsterdam, from October 2005 for 11 years. The rent of the leasehold improvements amounts to €30,000 per year. The Company has the right to cancel the lease earlier on a one-year term; however, the Company will then need to repay the remaining amount of leased leasehold improvements.

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- Agreement between BDDA and uniQure regarding leasehold improvements Meibergdreef 57, Amsterdam, from July 2006 for 10 years and three months. The rent of the leasehold improvements amounts to €23,000 per year. On July 1, 2012, AMC and uniQure amended the finance leases to include additional finance lease assets. As a result, at December 31, 2012, the financial lease liability amounted to €601,000 (2011: €221,000).

Finance lease liabilities are effectively secured as the rights to the leased asset revert to the lessor in the event of default. The carrying amount corresponds to the fair value as terms of the contracts were agreed at arm's length and market conditions for such contracts have not subsequently changed. The interest rate imposed by the lessor for all finance lease liabilities is 8% per annum.

	2011	2012
	(€ in thousands)	
Gross finance lease liabilities—minimum lease payments		
No later than 1 year	53	184
Later than 1 year and no later than 5 years	205	505
Later than 5 years	—	—
Future finance charges on finance leases	(37)	(88)
Total	**221**	**601**

Present value of finance lease liabilities

The present value of finance lease liabilities is as follows:

	2011	2012
	(€ in thousands)	
No later than 1 year	41	151
Later than 1 year and no later than 5 years	180	450
Later than 5 years	—	—
Future finance charges on finance leases	—	—
Total	**221**	**601**

12. Debt to related party

The change in Debt to related party in 2012 compared to 2011 reflects the conversion of the 2009 convertible loan in 2012 and the drawdown of a new convertible loan in December 2012, as described in Note 1 above.

December 2012 Convertible loan

On December 17, 2012, uniQure entered into a convertible loan agreement with four of its major shareholders (Forbion, Gilde, Grupo Netco and Lupus Alpha), in respect of unsecured and unsubordinated loan notes, which have an issue price of 100% and pay an annual coupon of 8%. Of the total loan, €1,498,000 was drawn down at December 31, 2012 and the balance of €1,999,000 was drawn down in the period from January 1, 2013 to January 31, 2013. If converted, the notes would convert into class A ordinary shares of uniQure at a conversion price to be determined by certain factors but limited to a

maximum conversion price of €1.00 per class A ordinary share. The conversion price could be adjusted if certain dilutive events occurred, including an issuance of shares at a discount to the average share price over the preceding five days. The loan noteholders were also issued warrants entitling them to invest an additional amount equivalent to up to 25% of their loan in class A ordinary shares at the conversion price, within a period of up to 5 years from the date of the loan or December 17, 2017. In March 2013, uniQure increased the loan by an additional €10,000,000, invested by Coller Capital. As part of the increase, the loan note terms for all loan note holders described in this paragraph were amended such that the final maturity date of the loan notes was extended to December 31, 2014. Additionally, the warrant entitlement was reduced to 10% of the principal amount of the loan provided to uniQure.

Upon recognition, the fair value of the liability portion of the December 2012 convertible loan is €1,366,000 and is included within the Current liabilities: Debt to related party—financial liability, on the Consolidated Balance Sheet as of December 31, 2012.

The conversion feature included in this loan agreement is not closely related to the host contract and therefore has been split and accounted for separately as a financial derivative measured at fair value though profit or loss. The fair value of this embedded derivative is € 132,000 and is included within the Current liabilities: Debt to related party—embedded derivative on the Consolidated Balance Sheet as of December 31, 2012.

December 2009 Convertible loan

On December 16, 2009, AMT entered into a convertible loan agreement with Forbion, one of its major shareholders, in respect of five-year unsecured and unsubordinated loan notes ("2009 Notes"), which had an issue price of 100% and paid an annual coupon of 5%. This loan was drawn down on December 23, 2009. During the conversion period, which started six months after the funding date (or at the earlier occurrence of a limited number of events, such as a public offer to acquire AMT) and which ended on the final maturity date, the 2009 Notes were convertible into ordinary shares of AMT at an initial conversion price of € 3.91, representing a conversion premium compared to AMT's share price at the date of issue of approximately 30%. The conversion price could be adjusted in the case of certain dilutive events, including an issue of shares at a discount to the average share price over the preceding five day period. As a consequence, the private placement by AMT on October 6, 2010, resulted in such an adjustment to the conversion price of the bonds from € 3.91 per share to € 3.69 per share, representing a conversion premium compared to AMT's share price at this date of 54%.

On April 5, 2012 the obligations under the loan were transferred from AMT to uniQure, and were then converted into new uniQure shares at a conversion price of € 1.00/share.

Further details on the accounting policy applied to the convertible loan agreement are described in paragraph 2.12 (convertible loan) above.

At December 31, 2011 the conversion price of the convertible loan was above the market price of AMT ordinary shares. In such a situation the convertible loan was not regarded as being dilutive at December 31, 2011.

The valuation methodology used for the option part employed a Black-Scholes approach on the assumption that the loan would not be converted before its maturity date.

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Under IFRS 7.27, the relevant factors considered within the valuation model for the compound of the instrument are as follows:

- AMT share price of €0.365 at December 31, 2011;
- Conversion price of €3.69 at December 31, 2011;
- Expected life of the instrument of 3 years.
- Annualized volatility of AMT share price of 50%;
- Implied call price of €5.535 (being 150% of the €3.69 exercise price)
- Annual rate of quarterly dividends of 0%; and
- Discount rate—Bond yield equivalent of 0.779%.

The rate used in 2011 for discounting the financial liability represented by the loan element of the convertible in 2011 was 8.5% per annum.

On February 17, 2012, AMT announced the sale and transfer of the AMT Business to uniQure. Under the terms of the transaction, the convertible loan was transferred to uniQure and then converted at a subscription price of €1.00 per share.

	2011	2012
	(€ in thousands)	
Loan component against amortized costs	4,542	1,366
Fair value of conversion right—embedded derivative	2	132
	4,544	**1,498**

13. Trade and Other Payables

Trade and other payables are as follows:

	2011	2012
	(€ in thousands)	
Trade payables	**1,736**	**2,099**
Payables to related parties	**—**	**1,366**
Wage taxes	653	130
Accrued social security costs	60	21
Social security and other taxes	**713**	**152**
Short-term lease liabilities	41	151
Accrued expenses	833	1,204
Other amounts to be paid	350	461
Other current liabilities	**1,224**	**1,816**

The carrying values of trade and other payables are assumed to approximate their fair values.

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Notes to Consolidated Financial Statements

Other liabilities

Other liabilities mainly consist of accruals for services provided by vendors but not yet billed, reimbursements received from research and development partners for expenses which have yet to be incurred and miscellaneous liabilities.

14. Revenues and Other Income

uniQure's other income consists of government subsidies and grants that support uniQure's research efforts in defined research and development projects.

Other income was €649,000 in 2012 (2011: €2,192,000).

Grant income was reduced in 2012 because the reorganization reduced uniQure's resources available to apply for and carry out work supported by such grants. In addition, Other income includes an element of rebate on payroll taxes; in 2012 the levels of rebate were reduced, and the level of payroll taxes paid by uniQure was also reduced following the reduction in headcount as a result of the reorganization.

15. Expenses by Category

Research and development costs amounted to €10,231,000 and €15,500,000 in 2012 and 2011, respectively, and consist of allocated employee costs, Good Manufacturing Practices ("GMP") facility costs, clinical development costs, collaboration costs, license costs, the costs of laboratory consumables and allocated depreciation costs. General and administrative costs amounted to €4,564,000 and €3,807,000 in 2012 and 2011, respectively, and consist of allocated employee costs, office costs, consultancy costs and administrative costs. Research and development costs and general administrative costs included the following costs by function:

	2011	2012
	(€ in thousands)	
Employee benefit expenses (See note 16)	8,492	8,350
Laboratory and development expenses	4,854	2,065
Legal and advisory expenses	2,416	1,622
Office and housing expenses	1,420	1,197
Patents and licenses	853	619
Other operating expenses	683	394
Depreciation expenses (See note 7)	590	548
Other losses—net (exchange differences)	26	45
	19,334	**14,840**

For leases where uniQure is a lessee under operating leases, lease rentals amounting to €393,000 (2011: €435,000) are included in "general and administrative costs" in the income statement.

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Notes to Consolidated Financial Statements

16. Employee Benefits

Wages and salaries in 2011 included termination expenses amounting to €228,000 incurred in respect of the redundancies of certain staff pursuant to the Company's restructuring.

	2011	2012
	(€ in thousands)	
Wages and salaries	5,499	4,553
Social security costs	502	361
Share options and depository receipts granted to directors and employees (See note 10)	940	1,767
Pension costs—defined contribution plans	400	303
Other employee expenses	1,151	1,366
	8,492	**8,350**
Number of employees at the end of the period	85	67

17. Finance Income and Cost

	2011	2012
	(€ in thousands)	
Finance income:		
Interest income current accounts	70	22
Derivative result	207	—
	277	**22**
Finance expense:		
Bank borrowings-overdrafts and other debt	(42)	—
Derivative result arising on early conversion of the loan	—	(464)
Loan from related party	(379)	(63)
Finance leases	(14)	(20)
	(435)	**(547)**
Finance costs—net	**(158)**	**(525)**

18. Income Tax Expense

(€ in thousands)	2011	2012
Current tax	—	—
Deferred tax	—	—
Profit/(loss) before tax	(17,300)	(14,716)
Expenses not deductible for tax purposes	741	2,268
Tax losses for which no deferred income tax asset was recognized	(16,559)	(12,448)
Tax charge	—	—

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No tax charges or liabilities were incurred in the years 2012 and 2011 since the Company was in a loss-making position. No deferred tax asset has been recognized in respect of carry-forward losses.

Under Dutch income tax law a tax loss carry-forward is subject to a time limitation of nine years. Losses incurred in the years up to 2004 can still be offset against profits up to and including 2013. In connection with the transfer of the AMT Business from AMT to uniQure, uniQure has discussed with Belastingdienst, the Dutch tax authorities, the transfer of all accumulated tax losses that relate to the AMT Business, excluding tax losses relating specifically to the activities of the AMT legal entity.

In order to promote innovative technology development activities and investments in new technologies, a corporate income tax incentive has been introduced in Dutch tax law called the Innovations Box. For the qualifying profits, the company effectively owes only 5% income tax, instead of the general tax rate of 25.5%.Because uniQure is loss-making it has not currently made any application to the tax authorities for such an agreement, but intends to do so when it reaches profitability.

uniQure has recognized the full amount of its losses in the year in which they were incurred. As noted above, these losses are available for use within nine years of being incurred. The total amount of tax losses carried forward was €106,274,000 as of December 31, 2012 (2011: €93,826,000).

The expiration dates of these losses is summarized in the following table. In the year ended December 31, 2012, the amount of unused tax losses that expired was € nil (2011: €644,000).

(€ in thousands)	2013	2014	2015	2016	2017	2018	2019	2020	2021
Loss expiring	56	1,336	1,838	3,310	35,633	16,735	18,359	16,559	12,448

19. Earnings per Share

Basic Loss per Share

(€ in thousands, except for per share data)	2011	2012
Result attributable to equity holders of the Company	(17,300)	(14,716)
Weighted average number of ordinary shares ('000)	23,549	43,187
Basic loss per share	**(0.73)**	**(0.34)**

Basic loss per share is calculated by dividing the profit attributable to equity holders of the Company by the weighted average number of shares outstanding during the period.

Diluted Loss per Share

Diluted loss per share is calculated by adjusting the weighted average number of ordinary shares outstanding to assume conversion of all dilutive potential ordinary shares. Due to the fact that the Company is loss making for the periods included in these financial statements, neither share options nor the convertible loan described above are included in the diluted earnings per share calculation. Consequently basic and diluted earnings per share are the same.

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Notes to Consolidated Financial Statements

20. Dividends per Share

The Company did not declare dividends for the years ended December 31, 2012 and December 31, 2011.

21. Cash Flow Statement

In the cash flow statement, proceeds from issuance of shares comprise:

(€ in thousands)	2011	2012
Issue of share capital	108	9,774
Expenses incurred and paid	—	—
	108	**9,774**

Further details relating to the issue of shares other than for cash are set out in Note 10 above, in relation to the issue of 5,320,000 class A ordinary shares to Forbion on April 5, 2012 on conversion of the convertible loan and accrued interest amounting to €5,320,000 in aggregate.

22. Contingencies

Royalties and Milestones

In the course of its business uniQure enters as a licensee into contracts with other parties with regard to the development and marketing of its pipeline products. Among other payment obligations, is obligated to pay royalties to the licensors based on future sales levels and milestone payments whenever defined milestones are met. As both future sales levels and the timing and achievement of milestones are uncertain, the financial effect of these agreements cannot be estimated reliably.

23. Commitments

Operating Lease Commitments

uniQure leases various office space and laboratory space under operating lease agreements. The Company leases its headquarters facilities under an agreement between uniQure and AMC, represented by BDDA and Amsterdam Vector Productions B.V. ("AVP"), both subsidiaries of AMC (Second Rental Agreement) in respect of facilities located at Meibergdreef 61 Amsterdam, from October 1, 2005 until September 30, 2016, and an agreement for the lease of facilities at Meibergdreef 57, Amsterdam, from July 1, 2006 until September 30, 2016. The aggregate annual lease payments amount to €360,000.

The lease expenditure charged to the income statement for operating leases amounts to €542,000 in the year ended December 31, 2012 (2011: €435,000). The future aggregate minimum lease payments under non-cancellable operating leases are as follows:

(€ in thousands)	2011	2012
No later than 1 year	435	542
Later than 1 year and no later than 5 years	1,632	1,627
Later than 5 years	—	—
	2,067	**2,169**

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Research and Development Commitments

uniQure has entered into research and development commitments in relation to uniQure's product pipeline. The future aggregate minimum payments under these research and development commitments are as follows:

(€ in thousands)	2011	2012
No later than 1 year	343	277
Later than 1 year and no later than 5 years	—	—
Later than 5 years	—	—
	343	**277**

Grant Commitments

From October 1, 2000 until May 31, 2005, AMT received a grant called a "Technisch ontwikkelingskrediet" (TOK) (or technical development loan) from the Dutch government. This TOK grant includes a repayment clause in the event the Company generates revenues from the related project. AMT received total grants of €3,605,000 relating to eligible project costs in the grant period. The grant amount received bears interest of 5.7% per annum and must be repaid in the period January 1, 2008 through December 31, 2017 as a percentage of revenues which are derived from the sale of Glybera. If future royalty payments are not sufficient to repay the grant on or prior to December 3, 2017, or if there are no revenues generated, the remaining balance will be forgiven. Repayment obligations continue to apply if the product is not commercialized or transferred to others. The total amount of the liability at December 31, 2012 was €5,979,000 (2011: €5,657,000), comprising the original total amount of the grant together with accrued interest. The Company has not recorded any liability to repay amounts in respect of this grant within these financial statements. Following the strengthening of the Group's financial position in March 2013 through the extension of the convertible loan, the Company will recognize a charge and a liability within the first quarter of its 2013 financial statements to reflect the repayable amounts that fall due in the change of status of this grant. The Company has commenced repayments of the TOK and associated interest from the commercialization proceeds of Glybera arising from the agreement with Chiesi described in Note 26 below. (Further details are set out in Note 26 below.)

Historically, the Company also received a "Technisch ontwikkelingsproject" (TOP) (or technical development project) grant from the Dutch government amounting to €130,000 on a project that was terminated. If the Company realizes income from the sale of assets developed under that grant, repayment clauses will apply. The Company has not recorded any liability to repay amounts in respect of this grant within these financial statements.

On January 5, 2010, the Company was awarded an investment credit (innovatiekrediet) from the Dutch government (Ministry of Economic Affairs—Agentschap.nl) in respect of the Company's program for Duchenne Muscular Dystrophy. The credit covers 35% of the costs incurred in respect of the program up to a maximum of €4,000,000. The credit includes a repayment clause dependent on the technical success of this program (which is expected to be demonstrated if the product can be successfully commercialized). The credit is interest-bearing at a rate of 11.4% per annum. To date, the Company has received €729,000 under this investment credit, and as of December 31, 2012, the total amount of the liability was €956,000, representing the amount of the original advance together with accrued interest (2011: €858,000). The credit was to be repaid after the funded part of the program was completed in 2013, out

of a percentage of revenues derived from the sales resulting from the Company's Duchenne Muscular Dystrophy program. The assets which are financed by means of the investment credit are subject to a right of pledge for the benefit of the Dutch Ministry of Economic Affairs. The project has been terminated following failure to achieve the scientific goals and the Company does not anticipate that any amounts will be realized from this project and consequently there will not be any obligation to repay any of these amounts.

24. Related-Party Transactions, including Compensation

Forbion has in interest in the Company in excess of 10%. In addition, Professor Sander van Deventer and Mr Sander Slootweg, who were appointed as members of the Supervisory Board of uniQure on April 5, 2012, are each partners of Forbion. Professor van Deventer also served as a member of the Supervisory Board of AMT for the period from April 28, 2010 to April 5, 2012. Based on the information above, Forbion is a related party of uniQure.

Gilde Healthcare has an interest in the Company in excess of 10%. In addition, Mr Edwin de Graaf, who was appointed as a member of the Supervisory Board of uniQure on April 5, 2012, is a partner of Gilde Healthcare Partners. Based on the information above, Gilde Healthcare is a related party of uniQure.

Transactions

The related parties identified above participated in the following transactions during the year ended December 31, 2012:

Expenses

The 2009 convertible loan from Forbion accrued interest of 5% during 2012, amounting to €70,000 (2011: €250,000). On April 5, 2012 this loan together with total accrued interest of €320,000 (€70,000 in respect of 2012 and €250,000 in respect of 2011) was converted into 5,320,000 class A ordinary shares, as described in Note 1 above.

The 2012 convertible loan from Forbion, Gilde and other parties (described further in Note 12 above) accrued interest of 8% during 2012, amounting to €4,000.

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Notes to Consolidated Financial Statements

Key Management Compensation

The aggregate remuneration of the Supervisory Directors amounted to €255,000 in 2012 (2011: € 174,000) as follows:

	SALARY	BONUS	SHARE-BASED PAYMENTS[1]	PENSIONS	ADVISOR'S FEE	2012 TOTAL	2011 TOTAL
				(€ in thousands)			
Ferdinand Verdonck	—	—	14	—	29	43	37
Sander van Deventer[2]	—	—	—	—	8	8	56
Joseph Feczko	—	—	40	—	29	69	27
Edwin de Graaf[3]	—	—	—	—		—	—
Francois Meyer	—	—	40	—	29	69	27
Sander Slootweg[3]	—	—	—	—	—	—	—
Philippe Van Holle[4]	—	—	40	—	26	66	27
Steven Holtzman[5]	—	—	—	—	—	—	—
Total	—	—	134	—	121	255	174

(1) The share-based payment reflects the value of equity-settled share options granted during the year, as required by IFRS 2.
(2) Following the combination of uniQure and AMT on April 5, 2012, Professor van Deventer has received no remuneration.
(3) Appointed April 5, 2012; Messrs de Graaf and Slootweg receive no remuneration
(4) Resigned January 1, 2013
(5) Resigned January 3, 2011

The table below sets out a breakdown in the remuneration in 2012 of the members of the Management Board and Senior Management:

DECEMBER 31, 2012	SHORT TERM EMPLOYEE BENEFITS	SHARE-BASED PAYMENTS[1]	POST-EMPLOYMENT BENEFITS	OTHER LONG TERM BENEFITS	TERMINATION BENEFITS	TOTAL
			(€ in thousands)			
Jörn Aldag	437	359	64	—	—	860
Piers Morgan	258	150	28	—	—	436
Total for Management Directors	**695**	**509**	**92**	**—**	**—**	**1,296**
Senior Management	689	452	41	—	—	1,182
Total	**1,384**	**961**	**133**	**—**	**—**	**2,478**

(1) The share-based payment reflects the value of options granted during the year together with a charge for the period to April 5, 2012 in respect of options granted by AMT.

The total remuneration (excluding share-based payments) paid to or for the benefit of members of the Management Board and Senior Management in 2012 amounted to approximately €1,517,000 (2011: €1,135,000).

UNIQURE B.V.

Notes to Consolidated Financial Statements

The table below sets out a breakdown in the remuneration in 2011 of the members of the Management Board and Senior Management:

DECEMBER 31, 2011	SHORT TERM EMPLOYEE BENEFITS	SHARE-BASED PAYMENTS[1]	POST-EMPLOYMENT BENEFITS	OTHER LONG TERM BENEFITS	TERMINATION BENEFITS	TOTAL
			(€ in thousands)			
Jörn Aldag	390	267	57	—	—	714
Piers Morgan	227	186	17	—	—	430
Total for Management Directors	**617**	**453**	**74**	**—**	**—**	**1,144**
Senior Management	403	271	41	—	—	715
Total	**1,020**	**724**	**115**	**—**	**—**	**1,859**

(1) The share-based payment reflects the value of options granted during the year.

Shares and Share Options Held by Key Management

Options

	NUMBER OF OPTIONS AT JANUARY 1, 2012	OPTIONS GRANTED DURING THE YEAR	OPTIONS LAPSED/EXPIRED DURING THE YEAR	NUMBER OF OPTIONS AT DECEMBER 31, 2012
Jörn Aldag	309,400	1,687,825	(309,400)	1,687,825
Piers Morgan	217,600	703,260	(217,600)	703,260
Senior Management	306,000	2,813,040	(306,000)	2,813,040
Total	**833,000**	**5,204,125**	**(833,000)**	**5,204,125**

Depositary receipts

	NUMBER OF DEPOSITARY RECEIPTS FOR SHARES[1]
Jörn Aldag	196,945
Piers Morgan	109,712
Senior Management	15,776
Total	**322,433**

(1) These Depositary Receipts represent class B ordinary shares.

UNIQURE B.V.

Notes to Consolidated Financial Statements

Receivables and Payables Key Management

(€ in thousands)	DECEMBER 31, 2011	DECEMBER 31, 2012
Receivables from Senior Management	35	26
Total	**35**	**26**

These receivables relate to certain wage tax liabilities settled by AMT on behalf of senior management in connection with purchases of AMT depositary receipts in 2007; these amounts are repayable to uniQure on sale of the related depositary receipts or on the respective employee ceasing to be employed by the Company.

25. Auditor Services and Fees

Fees paid to the auditors of the Company, PricewaterhouseCoopers Accountants N.V., were as follows:

	2011	2012
	(€ in thousands)	
Audit fees Annual Report	167	65
Audit fees Half-Year Report	46	—
Tax and HR advisory services	39	5
Total	**252**	**70**

26. Events after the balance sheet date

Since December 31, 2012 uniQure has entered into certain material agreements, as described in Note 1 above. These agreements do not have a material impact on the results or financial position of uniQure for the period covered by these consolidated financial statements, but are expected to have a material impact in future financial periods.

The grant was received in the period 2001 - 2005 and was treated as income; no liability was recorded historically because repayment was contingent on the commercial success of Glybera.

The completion of the Chiesi agreements on June 30, 2013 (as described in Note 1 above) generated the Company's first revenue in respect of Glybera, in the form of the €2.0m up-front payment received under the commercialization agreement. Under the terms of the TOK described in Note 23 ('Grant commitments'), this triggers repayment obligations to the Dutch Government agency, amounting to 40% of the revenue received, equivalent to €0.8m, which has been paid in September 2013. The repayment obligation is recognized as an expense, including accumulated interest, and as a liability. To the extent that the Company generates further revenue on Glybera it will in future recognize additional expenses and liabilities on an equivalent basis until the full amount of the TOK, together with any accrued interest, is repaid.

Because the relevant event took place after the period covered by these financial statements and does not relate to the position of the Company at December 31, 2012 this event does not result in a change in the financial statements as at December 31, 2012.

UNIQURE B.V.

Notes to Consolidated Financial Statements

On October 22, 2013, the Company received a demand letter from Extera Partners, a consulting firm based in Boston, US, regarding certain fees alleged to be owed in respect of consulting services provided in connection with a partnering transaction by the Company, under an engagement which expired on December 31, 2012. The total amount claimed by Extera Partners for present and future fees allegedly due as a result of the Company's collaboration agreements with Chiesi, which were entered into in the second quarter of 2013, is said to be in the order to €7,000,000 to €8,000,000; the engagement letter with Extera contained a cap limiting the maximum payment to €5 million. The Company intends to defend the claim vigorously. The Company has reviewed the demand and has determined, on the basis of independent legal advice, that the entire claim is without merit, and consequently it is not expected to have financial consequences for the Company.

No other events occurred after the balance sheet date that would have a material impact on the result or financial position uniQure.

Ordinary Shares

uniQure B.V.

PRELIMINARY PROSPECTUS

Jefferies
Leerink Swann

Piper Jaffray & Co.

, 2014

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 6. Indemnification of directors.

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

Reference is made to Sections 9 and 10 of the form of Underwriting Agreement filed as Exhibit 1.1 to the registration statement, which sets forth the registrant's and the underwriters' respective agreement to indemnify each other and to provide contribution in circumstances where indemnification is unavailable.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers or persons controlling us pursuant to the foregoing provisions, we have been informed 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.

Item 7. Recent sales of unregistered securities

Set forth below is information regarding option awards and unrestricted and restricted share issuances made by us since our incorporation in January 2012. Also included is the consideration, if any, received by us for such option awards and shares and information relating to the section of the Securities Act, or rule of the SEC, under which exemption from registration was claimed.

Option awards

The table below summarizes all the option awards we have made since our inception pursuant to our 2012 Stock Option Plan. The grant of the option awards and the issuance of ordinary shares upon the exercise of options described in the table below were or will be made pursuant to Regulation S under the Securities Act, or Regulation S, or pursuant to written compensatory plans or arrangements with our employees and directors in reliance on the exemption provided by Rule 701 promulgated under Section 3(b) of the Securities Act, or Rule 701. All recipients either received adequate information about us or had access, through employment or other relationships, to such information.

DATE OF GRANT	NUMBER OF SHARES UNDERLYING SHARE OPTIONS	CURRENT EXERCISE PRICE PER SHARE
April 5, 2012	6,831,561	€ 0.614
June 12, 2012	75,000	€ 0.614
December 1, 2012	703,260	€ 0.614
December 22, 2012	421,956	€ 0.614
January 1, 2013	560,000	€ 1.000
March 26, 2013	70,326	€ 1.000
June 5/6, 2013	140,000	€ 2.020
September 1, 2013	703,260	€ 2.020

Share issuances

In April 2012, we issued 31,101,065 class B ordinary shares to the AMT shareholders as consideration for the business of AMT. This issuance was made outside the United States pursuant to Regulation S or to U.S. persons pursuant to Section 4(2) of the Securities Act. A total of 21,406,311 of these class B ordinary shares were subsequently exchanged into 21,406,311 class A ordinary shares.

In April 2012, we issued 5,320,000 class A ordinary shares to Forbion on the conversion of a convertible loan plus interest amounting in aggregate to €5,320,000. This issuance was made outside the United States pursuant to Regulation S or to U.S. persons pursuant to Section 4(2) of the Securities Act.

In April 2012, we also issued and sold a further 9,771,987 class A ordinary shares to Forbion at a purchase price of €0.614 per share for a total of €6.0 million. This issuance was made outside the United States pursuant to Regulation S or to U.S. persons pursuant to Section 4(2) of the Securities Act.

In April 2012, we also issued and sold a further 1,628,664 class A ordinary shares to Gilde at a purchase price of €0.614 per share for a total of €1.0 million. This issuance was made outside the United States pursuant to Regulation S or to U.S. persons pursuant to Section 4(2) of the Securities Act.

In November 2012, we entered into agreements to raise €0.55 million through the issuance of 899,514 uniQure depository receipts, or DRs, to employees and other persons at a price of €0.614 per uniQure DR. Of these, 445,777 uniQure DRs, representing approximately €0.27 million, were issued prior to December 31, 2012, and the remaining 453,737 uniQure DRs, representing approximately €0.28 million, were issued after December 31, 2012. These issuances were made outside the United States pursuant to Regulation S or to U.S. persons pursuant to Section 4(2) of the Securities Act.

In December 2012, January 2013 and March 2013, we sold convertible promissory notes in the aggregate principal amount of €13.5 million in a private placement to certain of our existing investors. In July 2013, these convertible notes converted into 6,681,678 of our class A ordinary shares. This issuance was made outside the United States pursuant to Regulation S.

In July 2013, we issued and sold to Chiesi Farmaceutici S.p.A. 5,546,070 of our class C ordinary shares at a purchase price of €2.52 per share for a total of €14.0 million. This issuance was made outside the United States pursuant to Regulation S.

In November 2013, we also issued and sold to certain individuals a total of 25,592 uniQure DRs at a price of €0.614 per uniQure DR for a total of €16,000, pursuant to the exercise of certain options granted on June 12, 2012. This issuance was made outside the United States pursuant to Regulation S or to U.S. persons pursuant to Section 4(2) of the Securities Act.

Item 8. Exhibits and financial statement schedules

(a) The Exhibit Index is incorporated herein by reference.

(b) Financial Statement Schedules.

Schedules have been omitted because the information required to be set forth therein is not applicable or is shown in the consolidated financial statements or the notes thereto.

Item 9. Undertakings

(a) The undersigned registrant hereby undertakes to provide to the underwriters at the closing specified in the underwriting agreement certificates in such denominations and registered in such names as required by the underwriters to permit prompt delivery to each purchaser.

(b) 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 SEC such indemnification is against public policy as expressed in the 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 Act and will be governed by the final adjudication of such issue.

(c) The undersigned registrant hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus 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.

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 F-1 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, on , .

UNIQURE B.V.

By: _____

Name: **Jörn Aldag**
Title: **Chief Executive Officer**

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Jörn Aldag and Piers Morgan, and each of them, as attorney-in-fact with full power of substitution, for him or her in any and all capacities, to do any and all acts and all things and to execute any and all instruments which said attorney and agent may deem necessary or desirable to enable the registrant to comply with the Securities Act, and any rules, regulations and requirements of the Securities and Exchange Commission thereunder, in connection with the registration under the Securities Act of ordinary shares of the registrant (the "Shares"), including, without limitation, the power and authority to sign the name of each of the undersigned in the capacities indicated below to the Registration Statement on Form F-1 (the "Registration Statement") to be filed with the Securities and Exchange Commission with respect to such Shares, to any and all amendments or supplements to such Registration Statement, whether such amendments or supplements are filed before or after the effective date of such Registration Statement, to any related Registration Statement filed pursuant to Rule 462(b) under the Securities Act, and to any and all instruments or documents filed as part of or in connection with such Registration Statement or any and all amendments thereto, whether such amendments are filed before or after the effective date of such Registration Statement; and each of the undersigned hereby ratifies and confirms all that such attorney and agent shall do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURES	TITLE	DATE
_____ **Jörn Aldag**	Chief Executive Officer *(Principal Executive Officer)*	
_____ **Piers Morgan**	Chief Financial Officer *(Principal Financial and Accounting Officer)*	
_____ **Ferdinand Verdonck**	Chairman	

SIGNATURES	TITLE	DATE
Sander Slootweg	Non-Executive Director	
Sander van Deventer	Non-Executive Director	
Joseph M. Feczko	Non-Executive Director	
François Meyer	Non-Executive Director	
Paula Soteropoulos	Non-Executive Director	

UNIQURE INC.
Authorized Representative in the United States

By: _____

Name: **Philip Astley-Sparke**
Title: **President, US Operations**

EXHIBIT INDEX

Exhibit No.	Description
1.1*	Form of Underwriting Agreement
3.1**	Articles of Association of the Registrant as in effect prior to this offering
3.2*	Amended Articles of Association of the Registrant to be effective upon the closing of this offering
4.2**	Class A Shareholders Agreement, dated as of April 19, 2012, by and among Cooperatieve AAC LS U.A., Forbion Co-Investment Cooperatief U.A., Forbion Co-Investment II Cooperatief U.A., Cooperatieve Gilde Healthcare II U.A. and the Registrant
4.3**	Accession Agreement to the Class A Shareholders Agreement, dated as of May 25, 2012, by and among the Registrant and the Parties listed therein
4.4**	Class B Shareholders Agreement, dated as of April 19, 2012, by and among Cooperatieve AAC LS U.A., Forbion Co-Investment Cooperatief U.A., Forbion Co-Investment II Cooperatief U.A., Cooperatieve Gilde Healthcare II U.A., Stichting Administratiekantoor uniQuire B.V. and the Registrant
4.5**	Accession Agreement to the Class B Shareholders Agreement, dated as of May 25, 2012, by and among the Registrant and the Parties listed therein
4.6**	Class C Shareholders Agreement, dated as of July 8, 2013, by and among the Registrant and the Parties listed therein.
5.1**	Form of Opinion of Rutgers Posch Visée Endedijk N.V.
8.1*	Form of Tax Opinion of WilmerHale LLP
8.2**	Form of Tax Opinion of Liem & Partners N.V.
10.1†	Patent License Agreement (L-107-2007), effective as of May 2, 2007, by and between the Registrant and the National Institutes of Health, as amended on December 31, 2009, May 31, 2013 and November 11, 2013
10.2†	Patent License Agreement (L-116-2011), effective as of August 10, 2011, by and between the Registrant and National Institutes of Health, as amended on May 31, 2013 and November 11, 2013
10.3†**	License Agreement, effective as of March 22, 2007, by and between the Registrant and Protein Sciences Corporation, as amended on June 13, 2012
10.4†**	Agreement, dated June 16, 2006, by and among the Registrant, Academish Medisch Centrum and Beheersmaatschappij Dienstverlening En Deelneming Azua
10.5†*	Sublicense and Research Agreement, effective June 18, 2001, by and between the Registrant and Xenon Genetics Inc., as amended
10.6†**	License Agreement, effective as of December 20, 2006, between the Registrant and Aventis Pharma S.A., as amended on June 28, 2013
10.7†**	Non-Exclusive License Agreement, effective as of September 3, 2010, by and between the Registrant and Asklêpios Biopharmaceutical, Inc.
10.8†**	License Agreement, dated February 8, 2008, by and between the Registrant and Salk Institute for Biological Studies
10.9†**	License Agreement, dated December 5, 2006, by and between the Registrant and AmpliPhi Biosciences, Inc., as amended on June 28, 2013
10.10†**	Exclusive License Agreement, effective as of July 7, 2008, by and between the Registrant and St. Jude Children's Research Hospital, Inc., as amended on July 12, 2012
10.11†**	Co-Development and License Agreement, entered into as of April 29, 2013, by and between the Registrant and Chiesi Farmaceutici S.p.A.

Exhibit No.	Description
10.12†**	Commercialization Agreement, entered into as of April 29, 2013, by and between the Registrant and Chiesi Farmaceutici S.p.A.
10.13†**	License Agreement, dated as of May 21, 2010, by and among the Registrant, Fundacion para la Investigacion Medica Applicada, Proyecto de Biomedicina CIMA S.L. and Digna Biotech, S.L.
10.14†**	Development and Manufacturing Agreement, effective as of January 7, 2011, by and between the Registrant and Institut Pasteur, as amended on January 7, 2011
10.15†**	License Agreement, effective as of November 30, 2010, by and between the Registrant and Amgen Inc.
10.16†**	Data License Agreement, effective June 12, 2012, by and between the Registrant and The Regents of the University of California, acting through its Office of Technology management, University of California, San Francisco
10.17**	Loan and Security Agreement, dated as of June 13, 2013, by and among the Registrant, uniQure IP B.V., the Registrant's subsidiaries listed therein, and Hercules Technology Growth Capital, Inc.
10.18**	Warrant Agreement, dated as of September 20, 2013, by and among the Registrant, uniQure Biopharma B.V. and Hercules Technology Growth Capital, Inc.
10.19**	Subscription Agreement, dated as of April 29, 2013, by and among Chiesi Farmaceutici S.p.A and the Registrant
10.20+**	2012 Option Plan
10.21+**	Form of Grant letter under the 2012 Option Plan
10.22+*	2013 Share Incentive Plan
10.23+*	Form of Incentive Share Option Agreement under the 2013 Share Incentive Plan
10.24+*	Form of Non-Qualified Share Option Agreement under the 2013 Share Incentive Plan
10.25*	Form of Appointment Letter for Supervisory Directors
10.26*	Lease relating to Meibergdreef 61, dated as of October 19, 2005, by and among Beheermaatschappij Dienstverlening en Deelneming AZUA B.V. and Amsterdam Molecular Therapeutics B.V.
10.27*	Lease relating to Meibergdreef 57, dated as of October 1, 2005, by and among Beheermaatschappij Dienstverlening en Deelneming AZUA B.V. and Amsterdam Molecular Therapeutics B.V.
10.28**	Lease relating to 113 Hartwell Avenue, Lexington, Massachusetts, dated as of July 24, 2013, by and between the Registrant and King113 Hartwell LLC
10.29	Business Acquisition Agreement, dated as of February 16, 2012, by and among Amsterdam Molecular Therapeutics (AMT) Holding N.V., the Registrant and the other Parties listed therein
10.30	Agreement for Transfer of Certain Assets and Liabilities of Amsterdam Molecular Therapeutics (AMT) Holding N.V., dated as of February 16, 2012, by and among Amsterdam Molecular Therapeutics (AMT) Holding B.V., Amsterdam Molecular Therapeutics (AMT) Holding IP B.V. and Amsterdam Molecular Therapeutics (AMT) Holding N.V.
10.31	Deed of Assignment of Certain Assets and Liabilities of Amsterdam Molecular Therapeutics (AMT) Holding N.V., dated as of April 5, 2012, by and among Amsterdam Molecular Therapeutics (AMT) Holding B.V., Amsterdam Molecular Therapeutics (AMT) Holding IP B.V. and Amsterdam Molecular Therapeutics (AMT) Holding N.V.
21.1**	Subsidiaries of the Registrant

Exhibit No.	Description
23.1	Consent of PricewaterhouseCoopers Accountants N.V.
23.2**	Form of Consent of Rutgers Posch Visée Endedijk N.V. (included in Exhibit 5.1)
23.3*	Form of Consent of WilmerHale LLP (included in Exhibit 8.1)
23.4**	Form of Consent of Liem & Partners N.V. (included in Exhibit 8.2)
24.1	Powers of Attorney (included on signature page)
99.1	Registrant's Application for Waiver of Requirements of Form 20-F, Item 8.A.4

* To be filed by amendment

† Confidential treatment requested as to certain portions, which portions have been omitted and filed separately with the Securities and Exchange Commission

\+ Management contract or compensatory plan or arrangement

** Previously filed

Exhibit 10.1

Confidential Materials omitted and filed separately with the
Securities and Exchange Commission. Double asterisk denote omissions.

PUBLIC HEALTH SERVICE

PATENT LICENSE AGREEMENT - *NONEXCLUSIVE*

COVER PAGE

For PHS internal use only:

License Number:
L - 1 0 7 - 2007 /0

License Application Number: A-274-2006

Serial Number(s) of Licensed Patent(s) or Patent Application(s):

I. U.S. Patent Application(s) or Patent(s):

[**]

II. PCT or Foreign Patent Application(s) or Patent(s):

[**].

Licensee: Amsterdam Molecular Therapeutics

Cooperative Research and Development Agreement (CRADA) Number (if a subject invention): N/A

Additional Remarks: None

A-274-2006

CONFIDENTIAL

PHS Patent License Agreement-*Nonexclusive*
Model 10-2005 [Final] [AMT] [4-23-2007]

Public Benefit(s): Commercialization of this technology will benefit the public health by increasing the number of therapeutics available for the public.

This Patent License Agreement, hereinafter referred to as the "**Agreement**", consists of this Cover Page, an attached **Agreement**, a Signature Page, Appendix A (List of Patent(s) or Patent Application(s)), Appendix B (Fields of Use and Territory), Appendix C (Royalties), Appendix D ((Benchmarks and Performance), Appendix E (Commercial Development Plan), Appendix F (Example Royalty Report), and Appendix G (Royalty Payment Options)**.** The Parties to this **Agreement** are:

1) The National Institutes of Health ("**NIH**") or the Food and Drug Administration ("**FDA**"), hereinafter singly or collectively referred to as "**PHS**", agencies of the United States Public Health Service within the Department of Health and Human Services ("**HHS**"); and

2) The person, corporation, or institution identified above and on the Signature Page, having offices at the address indicated on the Signature Page, hereinafter referred to as "**Licensee**."

PHS PATENT LICENSE AGREEMENT-*NONEXCLUSIVE*

PHS and **Licensee** agree as follows:

1. BACKGROUND

1.1 In the course of conducting biomedical and behavioral research, **PHS** investigators made inventions that may have commercial applicability.

1.2 By assignment of rights from **PHS** employees and other inventors, **HHS**, on behalf of the **Government**, owns intellectual property rights claimed in any United States or foreign patent applications or patents corresponding to the assigned inventions**. HHS** also owns any tangible embodiments of these inventions actually reduced to practice by **PHS**.

1.3 The Secretary of **HHS** has delegated to **PHS** the authority to enter into this **Agreement** for the licensing of rights to these inventions under 35 U.S.C. §§200-212, the Federal Technology Transfer Act of 1986, 15 U.S.C. §3710(a), and the regulations governing the licensing of Government-owned inventions, 37 CFR Part 404.

1.4 **PHS** desires to transfer these inventions to the private sector through commercialization licenses to facilitate the commercial development of products and processes for public use and benefit.

1.5 **Licensee** desires to acquire commercialization rights to certain of these inventions in order to develop processes, methods, or marketable products for public use and benefit.

2. DEFINITIONS

2.1 "**Benchmarks**" mean the performance milestones that are set forth in Appendix D.

2.2 "**Commercial Development Plan**" means the written commercialization plan attached as Appendix E.

2.3 "**First Commercial Sale**" means the initial transfer by or on behalf of **Licensee** or its sublicensees of **Licensed Products** or **New Products** by or on behalf of **Licensee** or its sublicensees in exchange for cash or some equivalent to which value can be assigned for the purpose of determining **Net Sales**.

2.4 "**Government**" means the **Government** of the United States of America.

2.5 "**Licensed Fields of Use**" means the fields of use identified in Appendix B.

2.6 "**Licensed Patent Rights**" shall mean:

(a) Patent applications (including provisional patent applications and PCT patent applications) or patents listed in Appendix A, all divisions and continuations of these applications, all patents issuing from these applications, divisions, and continuations, and any reissues, reexaminations, and extensions of all these patents;

(b) to the extent that the following contain one or more claims directed to the invention or inventions disclosed in 2.6(a):

(i) continuations-in-part of 2.6(a);

(ii) all divisions and continuations of these continuations-in-part;

(iii) all patents issuing from these continuations-in-part, divisions, and continuations;

(iv) priority patent application(s) of 2.6(a); and

(v) any reissues, reexaminations, and extensions of all these patents;

(c) to the extent that the following contain one or more claims directed to the invention or inventions disclosed in 2.6(a): all counterpart foreign and U.S. patent applications and patents to 2.6(a) and 2.6(b), including those listed in Appendix A; and

(d) **Licensed Patent Rights** shall *not* include 2.6(b) or 2.6(c) to the extent that they contain one or more claims directed to new matter which is not the subject matter disclosed in 2.6(a).

2.7 "**Licensed Processes**" means processes, which in the course of being practiced, would be within the scope of one or more claims of the **Licensed Patent Rights** that have not been held unpatentable, invalid or unenforceable by an unappealed or unappealable judgment of a court of competent jurisdiction.

2.8 "**Licensed Products**" means (a) **Supplied Materials** and (b) tangible materials, which in the course of manufacture, use, sale, or importation, would be within the scope of one or more claims of the **Licensed Patent Rights** that have not been held unpatentable, invalid or unenforceable by an unappealed or unappealable judgment of a court of competent jurisdiction.

2.9 "**Licensed Territory**" means the geographical area identified in Appendix B.

2.10 "**Net Sales**" means the total gross receipts for sales of **Licensed Products** or **New Products** by or on behalf of **Licensee** or its sublicensees, and from leasing, renting, or otherwise making **Licensed Products** or **New Products** available to others without sale or other dispositions, whether invoiced or not, less returns and allowances, packing costs, insurance costs, freight out, taxes or excise duties

imposed on the transaction (if separately invoiced), and wholesaler and cash discounts in amounts customary in the trade to the extent actually granted**.** No deductions shall be made for commissions paid to individuals, whether they are with independent sales agencies or regularly employed by **Licensee** or its sublicensees, and on its payroll, or for the cost of collections.

2.11 "**New Product**" means a product made using a **Licensed Process** but excluding **Licensed Products**.

2.12 "**Practical Application**" means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and in each case, under these conditions as to establish that the invention is being utilized and that its benefits are to the extent permitted by law or **Government** regulations available to the public on reasonable terms.

2.13 **Supplied Materials**" means [**]**.** Further, these **Supplied Materials** were supplied by **PHS** to **Licensee** under a Non-Exclusive Patent License Agreement for Internal Commercial Use (L-043-2003/0) which was effective on May 14, 2003.

3. GRANT OF RIGHTS

3.1 **PHS** hereby grants and **Licensee** accepts, subject to the terms and conditions of this **Agreement,** a nonexclusive license under the **Licensed Patent Rights** in the **Licensed Territory** to make and have made, to use and have used, to sell and have sold, to offer to sell, and to import any **Licensed Products** or **New Products** in the **Licensed Fields of Use**, to practice and have practiced any **Licensed Processes** in the **Licensed Fields of Use**, to make, have made, to use and have used but not to sell any **Supplied Materials.** As used in this **Agreement**, "have made" and "have used" means that **Licensee** shall have the limited right to use a third party contract manufacturer to make and use only (but not to sell) **Supplied Materials**, **Licensed Products** or **New Products. Licensee** acknowledges and agrees that any such third party contract manufacturer shall be bound to the terms and obligations of this **Agreement**.

3.2 This **Agreement** confers no license or rights by implication, estoppel, or otherwise under any patent applications or patents of **PHS** other than the **Licensed Patent Rights** regardless of whether these patents are dominant or subordinate to the **Licensed Patent Rights**.

4. SUBLICENSING

4.1 Upon written approval, which shall include prior review of any sublicense agreement by **PHS** and which shall not be unreasonably withheld, **Licensee** may enter into sublicensing agreements under the **Licensed Patent Rights**, except that

Licensee shall not have the right to solely sublicense **Licensed Patent Rights.** For the avoidance of doubt**. Licensee** shall only sublicense the **Licensed Patent Rights** in conjunction with other intellectual property owned by the **Licensee** or in-licensed by the **Licensee**.

4.2 **Licensee** agrees that any sublicenses granted by it shall provide that the obligations to **PHS** of Paragraphs 5.1, 5.2, 8.1, 10.1, 10.2, 12.5 and 13.6-13.8 of this **Agreement** shall be binding upon the sublicensee as if it were a party to this **Agreement. Licensee** further agrees to attach copies of these Paragraphs to all sublicense agreements.

4.3 Any sublicenses granted by **Licensee** shall provide for the termination of the sublicense, or the conversion to a license directly between the sublicensee and **PHS**, at the option of the sublicensee, upon termination of this **Agreement** under Article 13**.** This conversion is subject to **PHS** approval and contingent upon acceptance by the sublicensee of the remaining provisions of this **Agreement**.

4.4 **Licensee** agrees to forward **PHS** a complete copy of each fully executed sublicense agreement postmarked within thirty (30) days of the execution of the agreement**.** To the extent permitted by law, **PHS** agrees to maintain each sublicense agreement in confidence.

5. STATUTORY AND PHS REQUIREMENTS AND RESERVED GOVERNMENT RIGHTS

5.1 Prior to the **First Commercial Sale**, **Licensee** agrees to provide **PHS** with reasonable quantities of **Licensed Products** or **New Products** made through the **Licensed Processes** or **Supplied Materials** solely for **PHS** research use, if requested in writing.

5.2 **Licensee** agrees that products used or sold in the United States embodying **Licensed Products** or **New Products** or produced through use of **Licensed Processes** shall be manufactured substantially in the United States, unless a written waiver is obtained in advance from **PHS**.

6. ROYALTIES AND REIMBURSEMENT

6.1 **Licensee** agrees to pay **PHS** a noncreditable, nonrefundable license issue royalty as set forth in Appendix C.

6.2 **Licensee** agrees to pay **PHS** a nonrefundable minimum annual royalty as set forth in Appendix C.

6.3 **Licensee** agrees to pay **PHS** earned royalties as set forth in Appendix C.

6.4 **Licensee** agrees to pay **PHS** sublicensing royalties as set forth in Appendix C.

6.5 A patent or patent application licensed under this **Agreement** shall cease to fall within the **Licensed Patent Rights** for the purpose of computing earned royalty payments in any given country on the earliest of the dates that:

(a) the application has been abandoned and not continued;

(b) the patent expires or irrevocably lapses; or

(c) the claim has been held to be invalid or unenforceable by an unappealed or unappealable decision of a court of competent jurisdiction or administrative agency.

6.6 No multiple royalties shall be payable because any **Licensed Products** or **New Products** or **Licensed Processes** are covered by more than one of the **Licensed Patent Rights**.

6.7 On sales of **Licensed Products** or **New Products** by **Licensee** to sublicensees or on sales made in other than an arms-length transaction, the value of the **Net Sales** attributed under this Article 6 to this transaction shall be that which would have been received in an arms-length transaction, based on sales of like quantity and quality products on or about the time of this transaction.

7. PATENT FILING, PROSECUTION, AND MAINTENANCE

7.1 **PHS** agrees to take responsibility for the preparation, filing, prosecution, and maintenance of any and all patent applications or patents included in the **Licensed Patent Rights**.

8. RECORD KEEPING

8.1 **Licensee** agrees to keep accurate and correct records of **Licensed Products** or **New Products** made, used, sold, or imported and **Licensed Processes** practiced under this **Agreement** appropriate to determine the amount of royalties due **PHS.** These records shall be retained for at least [**] years following a given reporting period and shall be available during normal business hours for inspection, at the expense of **PHS**, by an accountant or other designated auditor selected by **PHS** for the sole purpose of verifying reports and royalty payments hereunder. The accountant or auditor shall only disclose to **PHS** information relating to the accuracy of reports and royalty payments made under this **Agreement.** If an inspection shows an underreporting or underpayment in excess of [**] percent ([**]%) for any [**] month period, then **Licensee** shall reimburse **PHS** for the cost of the inspection at the time **Licensee** pays the unreported royalties, including any additional royalties as required by Paragraph 9.8. All royalty payments required under this Paragraph shall be due within [**] days of the date **PHS** provides **Licensee** notice of the payment due.

8.2 **Licensee** agrees to have an audit of sales and royalties conducted by an independent auditor at least every [**] years if annual sales of the **Licensed Products** or **Licensed Processes** or **New Products** are over [**] dollars. The audit shall address, at a minimum, the amount of gross sales by or on behalf of **Licensee** during the audit period, terms of the license as to percentage or fixed royalty to be remitted to the **Government**, the amount of royalties owed to the **Government** under this **Agreement**, and whether the royalties owed have been paid to the **Government** and is reflected in the records of the **Licensee**. The audit shall also indicate the **PHS** license number, product, and the time period being audited. A report certified by the auditor shall be submitted promptly by the auditor directly to **PHS** and **Licensee** on completion.

9. REPORTS ON PROGRESS, BENCHMARKS, SALES, AND PAYMENTS

9.1 Prior to signing this **Agreement**, **Licensee** has provided **PHS** with the **Commercial Development Plan** in Appendix E, under which **Licensee** intends to bring the subject matter of the **Licensed Patent Rights** or **New Products** to the point of **Practical Application.** This **Commercial Development Plan** is hereby incorporated by reference into this **Agreement.** Based on this plan, performance **Benchmarks** are determined as specified in Appendix D.

9.2 **Licensee** shall provide written annual reports on its product development progress or efforts to commercialize under the **Commercial Development Plan** for the **Licensed Fields of Use** within [**] days after December 31 of each calendar year. These progress reports shall include, but not be limited to: progress on research and development, status of applications for regulatory approvals, manufacturing, marketing, importing, and sales during the preceding calendar year, as well as, plans for the present calendar year**. PHS** also encourages these reports to include information on any of **Licensee's** public service activities that relate to the **Licensed Patent Rights** or **New Products.** If reported progress differs from that projected in the **Commercial Development Plan** and **Benchmarks**, **Licensee** shall explain the reasons for such differences**.** In any annual report, **Licensee** may propose amendments to the **Commercial Development Plan**, acceptance of which by **PHS** may not be denied or delayed unreasonably. **Licensee** agrees to provide any additional information reasonably required by **PHS** to evaluate **Licensee**'s performance under this **Agreement. Licensee** may amend the **Benchmarks** at any time upon written approval by **PHS. PHS** shall not unreasonably withhold approval of any request of **Licensee** to extend the time periods of this schedule if the request is supported by a reasonable showing by **Licensee** of diligence in its performance under the **Commercial Development Plan** and toward bringing the **Licensed Products** or **New Products** to the point of **Practical Application**.

9.3 **Licensee** shall report to **PHS** the dates for achieving **Benchmarks** specified in Appendix D and the **First Commercial Sale** in each country in the **Licensed Territory** within [**] days of such occurrences.

9.4 **Licensee** shall submit to **PHS**, within [**] days after each calendar half-year ending June 30 and December 31, a royalty report, as described in the example in Appendix F, setting forth for the preceding half-year period the amount of the **Licensed Products** or **New Products** sold or **Licensed Processes** practiced by or on behalf of **Licensee** in each country within the **Licensed Territory**, the Net Sales, and the amount of royalty accordingly due**.** With each royalty report, **Licensee** shall submit payment of earned royalties due**.** If no earned royalties are due to **PHS** for any reporting period, the written report shall so state**.** The royalty report shall be certified as correct by an authorized officer of **Licensee** and shall include a detailed listing of all deductions made under Paragraph 2.10 to determine **Net Sales** made under Article 6 to determine royalties due.

9.5 **Licensee** agrees to forward semi-annually to **PHS** a copy of reports received by **Licensee** from its sublicensees during the preceding half-year period as shall be pertinent to a royalty accounting to **PHS** by **Licensee** for activities under the sublicense.

9.6 Royalties due under Article 6 shall be paid in U.S. dollars and payment options are listed in Appendix G. For conversion of foreign currency to U.S. dollars, the conversion rate shall be the New York foreign exchange rate quoted in *The Wall Street Journal* on the day that the payment is due, and any loss of exchange, value, taxes, or other expenses incurred in the transfer or conversion to U.S. dollars shall be paid entirely by **Licensee.** The royalty report required by Paragraph 9.4 shall be mailed to **PHS** at its address for **Agreement** Notices indicated on the Signature Page.

9.7 **Licensee** shall be solely responsible for determining if any tax on royalty income is owed outside the United States and shall pay this tax and be responsible for all filings with appropriate agencies of foreign governments.

9.8 Additional royalties may be assessed by **PHS** on any payment that is more than [**] days overdue at the rate of [**] percent ([**]%) per month. This [**] percent ([**]%) per month rate may be applied retroactively from the original due date until the date of receipt by **PHS** of the overdue payment and additional royalties. The payment of any additional royalties shall not prevent **PHS** from exercising any other rights it may have as a consequence of the lateness of any payment.

9.9 All plans and reports required by this Article 9 and marked "confidential" by **Licensee** shall, to the extent permitted by law, be treated by **PHS** as commercial and financial information obtained from a person and as privileged and

confidential, and any proposed disclosure of these records by the **PHS** under the Freedom of Information Act (FOIA), 5 U.S.C. §552 shall be subject to the predisclosure notification requirements of 45 CFR §5.65(d).

10. PERFORMANCE

10.1 **Licensee** shall use its reasonable commercial efforts to bring the **Licensed Products** or **New Products** and **Licensed Processes** to **Practical Application.** "Reasonable commercial efforts" for the purposes of this provision shall include adherence to the **Commercial Development Plan** in Appendix E and performance of the **Benchmarks** in Appendix D**.** The efforts of a sublicense shall be considered the efforts of **Licensee**.

10.2 Upon the **First Commercial Sale**, until the expiration or termination of this **Agreement**, **Licensee** shall use its reasonable commercial efforts to make **Licensed Products** or **New Products** and **Licensed Processes** reasonably accessible to the United States public.

10.3 **Licensee** agrees, after its **First Commercial Sale**, to make reasonable quantities of **Licensed Products** or **New Products** ormaterialsproduced through the use of **Licensed Processes**available on a compassionate use basis to patients, either through the patient's physician(s) or the medical center treating the patient.

10.4 **Licensee** agrees, after its **First Commercial Sale** and as part of its marketing and product promotion, to develop educational materials (e.g., brochures, website, etc.) directed to patients and physicians detailing the **Licensed Products** or **New Products** or medical aspects of the prophylactic and therapeutic uses of the **Licensed Products** or **New Products**.

10.5 **Licensee** agrees to supply, to the Mailing Address for **Agreement** Notices indicated on the Signature Page, the Office of Technology Transfer, **NIH** with inert samples of the **Licensed Products** or **New Products** or their packaging for educational and display purposes only.

11. INFRINGEMENT AND PATENT ENFORCEMENT

11.1 **PHS** and **Licensee** agree to notify each other promptly of each infringement or possible infringement of the **Licensed Patent Rights**, as well as, any facts which may affect the validity, scope, or enforceability of the **Licensed Patent Rights** of which either Party becomes aware.

11.2 In the event that a declaratory judgment action alleging invalidity of any of the **Licensed Patent Rights** shall be brought against **PHS**, **PHS** agrees to notify **Licensee** that an action alleging invalidity has been brought. **PHS** does not represent that it shall commence legal action to defend against a declaratory action alleging invalidity. **Licensee** shall take no action to compel the

Government either to initiate or to join in any declaratory judgment action. Should the **Government** be made a party to any suit by motion or any other action of **Licensee**, **Licensee** shall reimburse the **Government** for any costs, expenses, or fees, which the **Government** incurs as a result of the motion or other action. Upon **Licensee's** payment of all costs incurred by the **Government** as a result of **Licensee's** joinder motion or other action, these actions by **Licensee** shall not be considered a default in the performance of any material obligation under this **Agreement**.

12. NEGATION OF WARRANTIES AND INDEMNIFICATION

12.1 **PHS** offers no warranties other than those specified in Article 1.

12.2 **PHS** does not warrant the validity of the **Licensed Patent Rights** and makes no representations whatsoever with regard to the scope of the **Licensed Patent Rights**, or that the **Licensed Patent Rights** and **Supplied Materials** may be exploited without infringing other patents or other intellectual property rights of third parties.

12.3 **PHS** MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY SUBJECT MATTER DEFINED BY THE CLAIMS OF THE **LICENSED PATENT RIGHTS** OR TANGIBLE MATERIALS RELATED THERETO, INCLUDING BUT NOT LIMITED TO **SUPPLIED MATERIALS**.

12.4 **PHS** does not represent that it shall commence legal actions against third parties infringing the **Licensed Patent Rights** or **Supplied Materials**.

12.5 **Licensee** shall indemnify and hold **PHS**, its employees, students, fellows, agents, and consultants harmless from and against all liability, demands, damages, expenses, and losses, including but not limited to death, personal injury, illness, or property damage in connection with or arising out of:

(a) the use by or on behalf of **Licensee**, its sublicensees, its directors, employees, or third parties of any **Licensed Patent Rights** or **Supplied Materials**; or

(b) the design, manufacture, distribution, or use of any **Licensed Products**, **Licensed Processes** or **New Products** by **Licensee**, or other products or processes developed in connection with or arising out of the **Licensed Patent Rights. Licensee** agrees to maintain a liability insurance program consistent with sound business practice.

12.6 **Licensee** agrees to maintain a liability insurance program consistent with sound business practice.

13. TERM, TERMINATION, AND MODIFICATION OF RIGHTS

13.1 This **Agreement** is effective when signed by all parties, unless the provisions of Paragraph 14.15 are not fulfilled, and shall extend to the expiration of the last to expire of the **Licensed Patent Rights** unless sooner terminated as provided in this Article 13.

13.2 In the event that **Licensee** is in default in the performance of any material obligations under this **Agreement**, including but not limited to the obligations listed in Paragraph 13.05, and if the default has not been remedied within [**] days after the date of notice in writing of the default, **PHS** may terminate this **Agreement** by written notice and pursue outstanding royalties owed through procedures provided by the Federal Debt Collection Act.

13.3 In the event that **Licensee** becomes insolvent, files a petition in bankruptcy, has such a petition filed against it, determines to file a petition in bankruptcy, or receives notice of a third party's intention to file an involuntary petition in bankruptcy, **Licensee** shall immediately notify **PHS** in writing**.** Furthermore, **PHS** shall have the right to terminate this **Agreement** immediately upon **Licensee's** receipt of written notice.

13.4 **Licensee** shall have a unilateral right to terminate this **Agreement** in any country or territory by giving **PHS** sixty (60) days written notice to that effect.

13.5 **PHS** shall specifically have the right to terminate or modify, at its option, this **Agreement**, if **PHS** determines that the **Licensee**:

(a) is not executing the **Commercial Development Plan** submitted with its request for a license and the **Licensee** cannot otherwise demonstrate to **PHS'** satisfaction that the **Licensee** has taken, or can be expected to take within a reasonable time, effective steps to achieve **Practical Application** of the **Licensed Products** or **New Products**;

(b) has not achieved the **Benchmarks** as may be modified under Paragraph 9.2;

(c) has willfully made a false statement of, or willfully omitted, a material fact in the license application or in any report required by this **Agreement**;

(d) has committed a material breach of a covenant or agreement contained in this **Agreement**;

(e) is not keeping **Licensed Products** or **New Products** reasonably available to the public after commercial use commences;

(f) cannot reasonably satisfy unmet health and safety needs; or

(g) cannot reasonably justify a failure to comply with the domestic production requirement of Paragraph 5.2, unless waived.

13.6 In making the determination referenced in Paragraph 13.5, **PHS** shall take into account the normal course of such commercial development programs conducted with sound and reasonable business practices and judgment and the annual reports submitted by **Licensee** under Paragraph 9.2**.** Prior to invoking termination or modification of this **Agreement** under Paragraph 13.5, **PHS** shall give written notice to **Licensee** providing **Licensee** specific notice of, and a [**] day opportunity to respond to, **PHS'** concerns as to the items referenced in 13.5(a)-13.5(g)**.** If **Licensee** fails to alleviate **PHS'** concerns as to the items referenced in 13.5(a)-13.5(g) or fails to initiate corrective action to **PHS**' satisfaction, **PHS** may terminate this **Agreement**.

13.7 **PHS** reserves the right according to 35 U.S.C. §209(d)(3) to terminate or modify this **Agreement** if it is determined that the action is necessary to meet the requirements for public use specified by federal regulations issued after the date of the license and these requirements are not reasonably satisfied by **Licensee**.

13.8 Within [**] days of receipt of written notice of **PHS'** unilateral decision to modify or terminate this **Agreement**, **Licensee** may, consistent with the provisions of 37 CFR §404.11, appeal the decision by written submission to the designated **PHS** official**.** The decision of the designated **PHS** official shall be the final agency decision. **Licensee** may thereafter exercise any and all administrative or judicial remedies that may be available.

13.9 Within [**] days of expiration or termination of this **Agreement** under this Article 13, a final report shall be submitted by **Licensee.** Any royalty payments, including those incurred but not yet paid (such as the full minimum annual royalty), and those related to patent expense, due to **PHS** shall become immediately due and payable upon termination or expiration**.** If terminated under this Article 13, sublicensees may elect to convert their sublicenses to direct licenses with **PHS** pursuant to Paragraph 4.3. Unless otherwise specifically provided for under this **Agreement**, upon termination or expiration of this **Agreement, Licensee** shall return all **Licensed Products** and **New Products** or other materials included within the **Licensed Patent Rights** and under its control to **PHS** or provide **PHS** with written certification of the destruction thereof.

14. GENERAL PROVISIONS

14.1 Neither party may waive or release any of its rights or interests in this **Agreement** except in writing. The failure of the **Government** to assert a right hereunder or to insist upon compliance with any term or condition of this **Agreement** shall not

constitute a waiver of that right by the **Government** or excuse a similar subsequent failure to perform any of these terms or conditions by **Licensee**.

14.2 This **Agreement** constitutes the entire **Agreement** between the Parties relating to the subject matter of the **Licensed Patent Rights**, **Licensed Products**, **New Products**, **Supplied Materials** and **Licensed Processes**, and all prior negotiations, representations, agreements, and understandings are merged into, extinguished by, and completely expressed by this **Agreement**.

14.3 The provisions of this **Agreement** are severable, and in the event that any provision of this **Agreement** shall be determined to be invalid or unenforceable under any controlling body of law, this determination shall not in any way affect the validity or enforceability of the remaining provisions of this **Agreement**.

14.4 If either party desires a modification to this **Agreement**, the parties shall, upon reasonable notice of the proposed modification by the party desiring the change, confer in good faith to determine the desirability of the modification**.** No modification shall be effective until a written amendment is signed by the signatories to this **Agreement** or their designees.

14.5 The construction, validity, performance, and effect of this **Agreement** shall be governed by Federal law as applied by the Federal courts in the District of Columbia.

14.6 All **Agreement** notices required or permitted by this **Agreement** shall be given by prepaid, first class, registered or certified mail or by an express/overnight delivery service provided by a commercial carrier, properly addressed to the other party at the address designated on the Signature Page, or to any other address as may be designated in writing by such other party. **Agreement** notices shall be considered timely if such notices are received on or before the established deadline date or sent on or before the deadline date as verifiable by U.S. Postal Service postmark or dated receipt from a commercial carrier. Parties should request a legibly dated U.S. Postal Service postmark or obtain a dated receipt from a commercial carrier or the U.S. Postal Service. Private metered postmarks shall not be acceptable as proof of timely mailing.

14.7 This **Agreement** shall not be assigned by **Licensee** except:

(a) with the prior written consent of **PHS**, this consent shall not to be withheld unreasonably; or

(b) as part of a sale or transfer of substantially the entire business of **Licensee** relating to operations which concern this **Agreement**; and

(c) **Licensee** shall notify **PHS** within [**] days of any assignment of this **Agreement** by **Licensee**, and **Licensee** shall pay **PHS**, as an additional

royalty, [**] percent of the fair market value of any consideration received for any assignment of this **Agreement** within [**] days of the assignment.

14.8 **Licensee** agrees in its use of any **Supplied Materials** to comply with all applicable statutes, regulations, and guidelines, including **PHS** and **HHS** regulations and guidelines**. Licensee** agrees not to use the **Supplied Materials** for research involving human subjects or clinical trials in the United States without complying with 21 CFR Part 50 and 45 CFR Part 46. **Licensee** agrees not to use the **Supplied Materials** for research involving human subjects or clinical trials outside of the United States without notifying **PHS**, in writing, of the research or trials and complying with the applicable regulations of the appropriate national control authorities. Written notification to **PHS** of research involving human subjects or clinical trials outside of the United States shall be given no later than [**] days prior to commencement of the research or trials.

14.9 **Licensee** acknowledges that it is subject to and agrees to abide by the United States laws and regulations (including the Export Administration Act of 1979 and Arms Export Control Act) controlling the export of technical data, computer software, laboratory prototypes, biological materials, **Supplied Materials** and other commodities. The transfer of these items may require a license from the appropriate agency of the **Government** or written assurances by **Licensee** that it shall not export these items to certain foreign countries without prior approval of the agency. **PHS** neither represents that a license is or is not required or that, if required, it shall be issued.

14.10 **Licensee** agrees to mark the **Licensed Products** or **New Products** or their packaging sold in the United States with all applicable U.S. patent numbers and similarly to indicate “Patent Pending” status. All **Licensed Products** or **New Products** manufactured in, shipped to, or sold in other countries shall be marked in a manner to preserve **PHS** patent rights in those countries.

14.11 By entering into this **Agreement**, **PHS** does not directly or indirectly endorse any product or service provided, or to be provided, by **Licensee** whether directly or indirectly related to this **Agreement. Licensee** shall not state or imply that this **Agreement** is an endorsement by the **Government**, **PHS**, any other **Government** organizational unit, or any **Government** employee**.** Additionally, **Licensee** shall not use the names of **NIH, PHS, FDA** or **HHS** or the **Government** or their employees in any advertising, promotional, or sales literature without the prior written approval of **PHS**.

14.12 The Parties agree to attempt to settle amicably any controversy or claim arising under this **Agreement** or a breach of this **Agreement**, except for appeals of modifications or termination decisions provided for in Article 13**. Licensee**

agrees first to appeal any unsettled claims or controversies to the designated **PHS** official, or designee, whose decision shall be considered the final agency decision. Thereafter, **Licensee** may exercise any administrative or judicial remedies that may be available.

14.13 Nothing relating to the grant of a license, nor the grant itself, shall be construed to confer upon any person any immunity from or defenses under the antitrust laws or from a charge of patent misuse, and the acquisition and use of rights pursuant to 37 CFR Part 404 shall not be immunized from the operation of state or Federal law by reason of the source of the grant.

14.14 Paragraphs 8.1, 9.7-9.9, 12.1-12.5, 13.8, 13.9, 14.12 and 14.14 of this **Agreement** shall survive termination of this **Agreement**.

14.15 The terms and conditions of this **Agreement** shall, at **PHS'** sole option, be considered by **PHS** to be withdrawn from **Licensee's** consideration and the terms and conditions of this **Agreement**, and the **Agreement** itself to be null and void, unless this **Agreement** is executed by the **Licensee** and a fully executed original is received by **PHS** within [**] days from the date of **PHS** signature found at the Signature Page.

SIGNATURES BEGIN ON NEXT PAGE

PHS PATENT LICENSE AGREEMENT — *NONEXCLUSIVE*

SIGNATURE PAGE

For **PHS:**

/s/ Steven M. Ferguson — 4/25/07
Steven M. Ferguson — Date
Director, Division of Technology Development and Transfer
Office of Technology Transfer
National Institutes of Health

Mailing Address for **Agreement** notices:

Chief, Monitoring & Enforcement Branch
Office of Technology Transfer
National Institutes of Health
6011 Executive Boulevard, Suite 325
Rockville, Maryland 20852-3804 U.S.A.

For **Licensee** (Upon, information and belief, the undersigned expressly certifies or affirms that the contents of any statements of **Licensee** made or referred to in this document are truthful and accurate.):

by:

/s/ Ronald H.W. Lorijn — 5/2/07
Signature of Authorized Official — Date

Ronald H.W. Lorijn
Printed Name

C.E.O.
Title

I. Official and Mailing Address for **Agreement** notices:

Sander van Deventer, M.D.
Chief Scientific Officer
Amsterdam Molecular Therapeutics
Meibergdreef 61
P.O. Box 22506
1100DA Amsterdam, Netherlands

II. Official and Mailing Address for Financial notices (**Licensee's** contact person for royalty payments)

Sander van Deventer, M.D.
Name

Chief Scientific Officer
Title

Mailing Address:

Amsterdam Molecular Therapeutics
Meibergdreef 61
P.O. Box 22506
1100DA Amsterdam, Netherlands

Email Address: s.vandeventer@amtbv.com

Phone: +31-20-5669272

Fax: +31-20-5669272

Any false or misleading statements made, presented, or submitted to the **Government**, including any relevant omissions, under this **Agreement** and during the course of negotiation of this **Agreement** are subject to all applicable civil and criminal statutes including Federal statutes 31 U.S.C. §§3801-3812 (civil liability) and 18 U.S.C. §1001 (criminal liability including fine(s) and/or imprisonment).

APPENDIX A - PATENT(S) OR PATENT APPLICATION(S)

Patent(s) or Patent Application(s):

I. U.S. Patent Application(s) or Patent(s):

[**].

II. PCT or Foreign Patent Application(s) or Patent(s):

[**].

APPENDIX B - LICENSED FIELDS OF USE AND TERRITORY

I. **Licensed Fields of Use**:

Use of the **Licensed Patent Rights** for the commercial development of AAV related products within the scope of the **Agreement**.

II. **Licensed Territory**:

United States, Australia, Canada and Europe.

APPENDIX C - ROYALTIES

Royalties:

I. **Licensee** agrees to pay to **PHS** a nonereditable, nonrefundable license issue royalty in the amount of twelve thousand U.S. dollars ($12,000) within [**] days from the effective date of this **Agreement**.

II. **Licensee** agrees to pay to **PHS** a nonrefundable minimum annual royalty in the amount of [**] U.S. dollars ($[**]) as follows:

(a) The first minimum annual royalty is due within [**] days of the effective date of this **Agreement** and may be prorated according to the fraction of the calendar year remaining between the effective date of this **Agreement** and the next subsequent January 1; and

(b) Subsequent minimum annual royalty payments are due and payable on January 1 of each calendar year and may be credited against any earned royalties due for sales made in that year.

III. **Licensee** agrees to pay **PHS** earned royalties of [**] percent ([**]%) on **Net Sales** by or on behalf of **Licensee** for **Licensed Products**.

IV. **Licensee** agrees to pay **PHS** earned royalties of [**] percent ([**]%) on **Net Sales** by or on behalf of **Licensee** for **New Products**.

V. **Licensee** agrees to pay **PHS** Benchmark royalties within [**] days of achieving each **Benchmark**:

(a) [**] U.S. dollars ($[**]) — Initiation of each Phase I clinical trial or foreign equivalent.

(b) [**] U.S. dollars ($[**]) — Initiation of each Phase II clinical trial or foreign equivalent.

(c) [**] U.S. dollars ($[**]) — Initiation of each Phase III clinical trial or foreign equivalent.

(d) Initiation of first Marketing Approval or foreign equivalent in the following jurisdictions/countries:

(i) [**] U.S. dollars ($[**]

(ii) [**] U.S. dollars ($[**].

(iii) [**] U.S. dollars ($[**].

(iv) [**] U.S. dollars ($[**].

IV. **Licensee** agrees to pay **PHS** additional sublicensing royalties as follows:

[**] percent ([**]%) of the fair market value of any consideration received for granting each sublicense.

APPENDIX D - BENCHMARKS AND PERFORMANCE

Licensee agrees to the following **Benchmarks** for its performance under this **Agreement** and, within [**] days of achieving a **Benchmark**, shall notify **PHS** that the **Benchmark** has been achieved.

[**].

APPENDIX E - COMMERCIAL DEVELOPMENT PLAN

Introduction

In 2004 the European Regulatory Authority ("EMEA"), assigned the 'orphan drug' status to **Licensee's** lead product AMT-010. AMT-010 (Adeno-Associated Viral Vector Expressing Human Lipoprotein LipaseS447X), a gene therapy product to treat Lipoprotein Lipase Deficiency Type I and V deficiency, has entered its phase I/II clinical stage. This program is focused on treating the rare, but serious and disabling inherited disease called LPL type 1 deficiency for which no adequate treatment exists today.

Due to a substantial change in the manufacturing process (from DKFZ to Baculo), **Licensee** does not intend to market AMT-010 but instead the newly produced product AMT-011.

For that reason, **Licensee** has started preclinical development in 2006, and will initiate a phase II clinical study with AMT-011 in Canada in Q3 2007, as well as a phase II clinical study for type V hyperlipoproteinemia in Q4 2007**. Licensee** expects to file the registration dossier for type I hyperlipoproteinemia with the EMEA by Q1 2008.

Early 2007, **Licensee** will begin discussions with the FDA to prepare the filing of the AMT-011 dossier for registration in the U.S.A. Depending on the feedback from the U.S. authorities, **Licensee** plans to file its registration dossier with the FDA in 2008.

Technology

Licensee is building gene therapies using adeno-associated viral (AAV)-based vectors**.** These vectors do not integrate into the host genome and result in long-lasting expression of therapeutic genes. AAV vectors can be specifically targeted to various organs (i.e. muscle, brain, liver, retina) and even to specific cells within a target organ. Improvements in local expression are also achieved by using potent organ specific promoters. **Licensee** has extensively optimized expression of therapeutic genes in various organs by selection of AAV serotype-promoter combinations and by selection of high expressing transgenes. In relevant preclinical models, this has resulted in lifelong (2 years for mouse and rat) expression of transgenes at therapeutic levels (often 100% of the normal expression) and a complete cure of the disease. Because of this extensive knowledge base, and the availability of all relevant currently available AAV serotypes, **Licensee** believes it is in the position to rapidly develop genetic therapies for a wide range of diseases caused by single gene defects.

The Disease: Lipoprotein Lipase Deficiency

Genetic lipoprotein lipase (LPL) deficiency results in profound hypertriglyceridemia, which is associated with intense chronic abdominal pain, hepatosplenomegaly, eruptive xanthomas, lipemia retinalis, dyspnea, mono- or polyparesthesias, and memory loss. Prolonged elevations in plasma triglycerides (TG) also induce recurrent episodes of often lethal pancreatitis, chronic pancreatic insufficiency, and diabetes mellitus. Currently, no effective treatment for this disease

exists. Patients must follow a strict low-fat diet. However, TG levels often remain above the critical threshold. Genetic LPL deficiency type I is a rare, autosomal recessive trait. Prevalence varies between 1 in 1,000,000 in the general population to 1 in 5,000 in French Quebec (a 'founder effect').

LPL gene therapy will also be investigated to treat type V hyperlipoproteinemia (prevalence of 1.8 in 10,000). LPL gene therapy may improve the quality of life and reduce the risk of morbidity and mortality for a significant number of patients that suffer from this particular lipid disorder.

Currently, no treatment for hyperlipoproteinemia is available, and patients suffer from repeated bouts of pancreatitis. LPL enzyme replacement therapy is not feasible in view of the very short half-life of the enzyme. The only advice a physician can give these patients is to keep a strict fat-free diet, which is extremely difficult to maintain. Further, even with such a diet, the serum triglyceride levels remain far above the critical level of 10 µmol/L.

Business Strategy

Licensee's core strategy will be to position the new medicine as an orphan drug**.** This strategy has several important benefits. The Regulatory Authorities in many countries including the EU (EMEA) and the U.S.A. (FDA) have recognized the significance of the development of orphan drugs. Thanks to the regulatory laws and regulations the 'time-to-market', IP and marketing rights protection are very favorable for such products.

Marketing exclusivity for orphan drugs after marketing authorization are:

- EU: 10 years
- USA: 7 years

This means that during that period no other sponsor can obtain marketing authorization for a similar product in the designated indication. **Licensee** received the orphan drug status for the LPL gene therapy from the EMEA last year. Due to these circumstances and the fact that the major pharmaceutical companies have little or no interest in developing products for these niche markets, the opportunities for companies such as **Licensee** are significant.

In the specific case for the LPL product, there is yet another element that will ensure a quick uptake and fast penetration in the target market. Specifically, there is no treatment today nor in the foreseeable future for patients suffering from LPL Type 1 and V deficiency. In other words, no major competing treatments are available to these patients.

In conclusion, no cure or symptomatic treatment, which would alleviate the disease's symptoms and its complications exist today. The LPL project is unique because it exploits for the first time the possibility to treat patients suffering from LPL deficiency type I and V.

Marketing and Sales

Market Overview AMT-011

Lipoprotein lipase deficiency Type I
- Orphan indication
- 3,000-4,000 patients world-wide; very well organized and active patients groups
- Estimated global sales $ 200 M
- No competition

Hypertriglyceridemia Type V
- Larger indication
- 30 % of the hypertriglyceridemia patients have underlying LPL deficiency
- Estimated global sales >$500 M
- Competition: small molecule approaches

Licensee's business strategy focuses on market entry for its orphan indications through its own dedicated marketing and sales force in Europe and North America. In the Western world, many patients suffering from serious orphan diseases have formed patient groups. Also their treating physicians, in many instances, are well connected. After marketing approval has been obtained, this situation allows for a very concentrated educational effort to inform patients and physicians about the important benefits of gene therapy. In order to ethically justify and successfully penetrate such markets, **Licensee** will ensure to build-up a highly educated medical service team to assist physicians in the selection of those patients who will benefit from the treatment. Such a team can be relatively small, which allows management to monitor and guide it closely.

APPENDIX F - EXAMPLE ROYALTY REPORT

Required royalty report information includes:

- OTT license reference number (L-XXX-200X/0)
- Reporting period
- Catalog number and units sold of each Licensed Product (domestic and foreign)
- Gross Sales per catalog number per country
- Total Gross Sales
- Itemized deductions from Gross Sales
- Total Net Sales
- Earned Royalty Rate and associated calculations
- Gross Earned Royalty
- Adjustments for Minimum Annual Royalty (MAR) and other creditable payments made
- Net Earned Royalty due

Example

Catalog Number	Product Name	Country	Units Sold	Gross Sales (US$)
1	A	[**]	[**]	[**]
1	A	[**]	[**]	[**]
1	A	[**]	[**]	[**]
2	B	[**]	[**]	[**]
3	C	[**]	[**]	[**]
4	D	[**]	[**]	[**]
		Total Gross Sales		[**]
		Less Deductions:		
		Freight		[**]
		Returns		[**]
		Total Net Sales		[**]
		Royalty Rate		[**]
		Royalty Due		[**]
		Less Creditable Payments		[**]
		Net Royalty Due		**[**]**

APPENDIX G - ROYALTY PAYMENT OPTIONS

NIH/PHS License Agreements

****In order to process payment via Electronic Funds Transfer sender MUST supply the following information:***

Procedure for Transfer of Electronic Funds to NIH for Royalty Payments

Bank Name: Federal Reserve Bank

ABA# 021030004
TREAS NYC
BNF=/AC-75080031
OBI=Licensee Name and OTT Reference Number
Dollar Amount Wired=$$

NOTE: Only U.S. banks can wire directly to the Federal Reserve Bank. Foreign banks cannot wire directly to the Federal Reserve Bank, but must go through an intermediary U.S. bank. Foreign banks may send the wire transfer to the U.S. bank of their choice, who, in turn forwards the wire transfer to the Federal Reserve Bank.

Mailing Address for Royalty Payments:

National Institutes of Health
P.O. Box 360120
Pittsburgh, PA 15251-6120 USA

Overnight Mail for Royalty Payments only

National Institutes of Health
360120
Mellon Client Service Center
Room 670
500 Ross Street
Pittsburgh, PA 15262-0001

(412) 234-4381 (Customer Service)

Please make checks payable to: NIH/Patent Licensing

The OTT Reference Number MUST appear on checks, reports and correspondence

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PUBLIC HEALTH SERVICE

FIRST AMENDMENT TO L-107-2007/0

This is the first amendment ("**First Amendment**") of the agreement by and between the National Institutes of Health ("**NIH**") or the Food and Drug Administration ("**FDA**"), hereinafter singly or collectively referred to as agencies of the United States Public Health Service ("**PHS**") within the Department of Health and Human Services ("**HHS**"), and Amsterdam Molecular Therapeutics having an effective date of May 2, 2007 and having **NIH** Reference Number L-107-2007/0 ("**Agreement**"). This **First Amendment**, having **NIH** Reference Number L-107-2007/1, is made between the **PHS** through the Office of Technology Transfer, **NIH**, having an address at 6011 Executive Boulevard, Suite 325, Rockville, Maryland 20852-3804, U.S.A., and Amsterdam Molecular Therapeutics, having an office at Meibergdreef 61, 1005 BA Amsterdam, The Netherlands ("**Licensee**"). This **First Amendment** includes, in addition to the amendments made below, 1) a Signature Page, 2) **Appendix D — Benchmarks and Performance**, 3) **Appendix E — Commercial Development Plan**, 4) Exhibit A — Request to Collaborate with Institute Pasteur, 5) Exhibit B- PHS Consent for Institute Pasteur Exemption, and 6) Attachment 1 (Royalty Payment Information).

WHEREAS, **Licensee** has requested an amendment to revise the **Benchmarks** for its lead **Licensed Product** AMT-011, also known as Glybera™;

WHEREAS, **Licensee** did not conduct a Phase III clinical trial for Glybera™ and has filed for Marketing Approval for Glybera™ with the European Medicines Agency on January 11, 2010;

WHEREAS, **Licensee** has requested **Benchmark** royalty exemption for collaborations with not-for-profit organizations and academic institutions for pre-clinical and clinical development to treat ultra-orphan indications;

WHEREAS, **PHS** requested that **Licensee** amend the **Appendix E - Commercial Development Plan** to state its development plans for **Licensed Products** other than Glybera™;

WHEREAS, **PHS** requested that **Licensee** add **Benchmarks** for **Licensed Products** other than Glybera™ to **Appendix D - Benchmarks and Performance**;

WHEREAS, **PHS** and **Licensee** desire that the **Agreement** be amended a first time as set forth below in order amend **Appendix D - Benchmarks and Performance** and **Appendix E - Commercial Development Plan**.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, **PHS** and **Licensee**, intending to be bound, hereby mutually agree to the following:

1) The following modifications shall be made to the Agreement:

a. The following Paragraphs 2.14, 2.15, 2.16, and 6.8 shall be added to the **Agreement**:

2.14 "**Orphan Indication**" means a disease that affects less than two hundred thousand (200,000) people in the United States as defined by the Food and

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Drug Administration or five (5) in ten thousand (10,000) people in the European Union as defined by the European Medicines Agency.

2.15 "**Ultra-Orphan Indication**" means a disease that effects less than one (1) in Fifty Thousand (50,000) people in the United States or the European Union.

2.16 "**Exempt Collaborator**" means a not-for-profit organization or academic institution that has entered a formal collaboration and / or supply agreement with **Licensee** to conduct pre-clinical development and solely sponsor clinical trials of **Licensed Product**, excluding **Supplied Materials**, to treat an **Ultra-Orphan Indication**; in which Licensee may acquire clinical development and data for regulatory approval and sale of a **Licensed Product**.

6.8 Unless otherwise exempted in Article 15, **Licensee** agrees to pay **PHS** benchmark royalties as set forth in Appendix C.

b. Paragraph 6.3 shall be deleted from the **Agreement** and replaced with the following Paragraph 6.3:

6.3 Unless otherwise exempted in Article 15, **Licensee** agrees to pay **PHS** earned royalties as set forth in Appendix C.

c. **Appendix D - Benchmarks and Performance of the Agreement** shall be deleted and replaced with the **Appendix D - Benchmarks and Performance** attached to this **First Amendment**.

d. **Appendix E - Commercial Development Plan** attached to this **First Amendment** shall be added the **Agreement**.

e. The following Article 15 shall be added to the **Agreement**:

15. EXEMPTION FOR **ULTRA-ORPHAN INDICATION** RESEARCH

15.1 **Licensee** shall be permitted, upon **PHS** consent, (not to be unreasonably withheld), to manufacture and supply **Licensed Product**, excluding **Supplied Materials**, to an **Exempt Collaborator** for use solely in pre-clinical and clinical development to treat an **Ultra-Orphan Indication**. Prior to commencement of manufacturing of **Licensed Product** for an **Exempt Collaborator**, **Licensee** shall request permission in writing and must obtain written consent from **PHS**. Additional documentation to establish an **Exempt Collaborator** may be required by **PHS**.

For avoidance of doubt, **Licensee** shall retain **Supplied Materials** and shall not release **Supplied Materials** to an **Exempt Collaborator**.

15.2 Upon receipt of written consent from **PHS** for manufacturing of a **Licensed Product** for an **Exempt Collaborator**, **Licensee** shall not be

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obligated to pay **Benchmark** royalties which would have been payable under **Appendix C**, Section V for **Benchmarks** triggered by clinical trials solely sponsored by the **Exempt Collaborator** until such time as **Licensee** exercises its option to acquire the clinical development from the **Exempt Collaborator**.

15.3 Upon acquisition of the clinical development from an **Exempt Collaborator**, **Licensee** shall pay **PHS** royalties which become payable from that point onwards in accordance with **Appendix C**, Section V. **Licensee** must inform **PHS** in writing within [**] days of **Licensee's** decision to acquire or not acquire clinical development from the **Exempt Collaborator**.

For avoidance of doubt, **PHS** shall consider **Licensee's** sponsorship or co-sponsorship of a clinical trial or regulatory submission for a **Licensed Product** to treat an **Ultra-Orphan Indication** as an acquisition of clinical development from an **Exempt Collaborator**.

15.4 Earned royalty payments on **Net Sales** specified in Appendix C, Section III shall not be applicable to **Licensed Product** manufactured for research and clinical trials conducted by an **Exempt Collaborator** approved by **PHS** per Paragraph 15.1.

In lieu of earned royalty payments, **Licensee** shall pay **PHS** a royalty payment of [**] dollars ($[**]) for each collaboration with an **Exempt Collaborator** approved by **PHS**. Such royalty shall be due within [**] days of the date of **PHS** written consent per Paragraph 15.1.

In case several **PHS** licenses apply to the same **Licensed Product**, only a single payment of $[**] shall be payable per collaboration.

2) Within [**] days of the execution of this **First Amendment**, **Licensee** shall pay **PHS** an amendment issue royalty in the sum of [**]US Dollars ($[**]), to be sent to the address specified in Attachment 1.

3) In the event any provision(s) of the **Agreement** is/are inconsistent with Attachment 1, such provision(s) is/are hereby amended to the extent required to avoid such inconsistency and to give effect to the payment information in such Attachment 1.

4) All terms and conditions of the Agreement not herein amended remain binding and in effect.

5) The terms and conditions of this **Amendment** shall, at **PHS'** sole option, be considered by **PHS** to be withdrawn from **Licensee's** consideration and the terms and conditions of this **Amendment**, and the **Amendment** itself to be null and void, unless this **Amendment** is executed by the **Licensee** and a fully executed original is received by **PHS** within [**] days from the date of **PHS** signature found at the Signature Page.

6) This **First Amendment** is effective on December 31, 2009 upon execution by all parties.

SIGNATURES BEGIN ON NEXT PAGE

The Netherlands

Email Address: p.morgan@amtbiopharma.com

Phone: +31(0)20 566 7509

Fax: +31(0)20 566 9272

II. Official and Mailing Address for Financial notices (Licensee's contact person for royalty payments):

Piers Morgan
Name

Chief Financial Officer
Title

Mailing Address:

Meibergdreef 61
1105 BA Amsterdam
The Netherlands .

Email Address: p.morgan@amtbiopharma.com

Phone: +31(0)20 566 7509

Fax: +31(0)20 566 9272

Any false or misleading statements made, presented, or submitted to the **Government**, including any relevant omissions, under this **Agreement** and during the course of negotiation of this **Agreement** are subject to all applicable civil and criminal statutes including Federal statutes 31 U.S.C. §§3801-3812 (civil liability) and 18 U.S.C. §1001 (criminal liability including fine(s) or imprisonment).

APPENDIX D - BENCHMARKS AND PERFORMANCE

Licensee agrees to the following Benchmarks for its performance under this Agreement and, within [**] days of achieving a Benchmark, shall notify PHS that the Benchmark has been achieved.

Benchmarks for Lead Licensed Product (AMT-011 also known as Glybera™)

[**].

Benchmarks for other Orphan Indication Licensed Products (AMT-021 or equivalent)

[**]

Benchmarks for Licensed Products (AMT-090 or equivalent)

[**]

APPENDIX E - COMMERCIAL DEVELOPMENT PLAN

AMT-021 for Acute Intermittent Porphyria

Acute intermittent porphyria (AlP) is an autosomal dominant inherited condition caused by mutations in the porphobilinogen deaminase (PBGD) gene. The PBGD gene is located on chromosome 11 q24.1 -24.2 and spread over fifteen exons. The protein encoded by this gene is a rate-limiting enzyme, the PBGD enzyme, in the haem synthetic pathway.

More than 225 mutations of the PBGD gene have been described, all of them associated with loss of catalytic function. The disease shows incomplete penetrance and only 20-50% of persons with one or more of the described mutations exhibit clinical symptoms of the disease. The genetic disorder results in a 50% reduction of PBGD enzymatic activity. This reduction of hepatic PBGD activity leads to an accumulation of toxic metabolites resulting from the blockade within the haem synthesis pathway. Concentrations of haem precursors porphobilinogen (PGB) and delta-aminolevulinic acid (ALA) increase in blood and urine. Lack of haem and/or accumulation of these metabolites are responsible for the acute attacks characteristic of this disease (Kauppinen et al 2005; Herrick and McColl 2005). Currently, there is no treatment available for the disease.

Over the last couple of years we have explored AMT-021 (replication defective recombinant adeno-associated viral vector, AAV, containing the porphobilinogen deaminase gene) for therapeutic intervention in AlP. AMT-021 is an AAV with pseudotype 5 capsid, which expresses the human PBGD gene under the transcriptional control of a liver specific promoter. The therapeutic expression cassette consists of the human PBGD cDNA (codon optimised for human expression) inserted downstream of the liver specific promoter EalbAAT and upstream of a human PBGD polyadenylation sequence.

AMT-021 acts by delivering the PBGD expression cassette directly into hepatocytes. The increase of PBGD enzymatic activity in the liver of AlP patients will provide sufficient enzyme to prevent the accumulation of toxic metabolites and thus, prevent porphyric attacks.

The aim of the project is to bring AAV5-PBDG therapy to patients. AMT has already secured orphan designation for AAV5-PBDG treatment for AlP in Europe. The table below describes the outline development plans, starting from a research batch production, and moving through to primate proof-of-concept, tox batch, pre-observational study, product development, GMP production, Phase I/II clinical trial, Phase lI/IIl clinical trial, all the way to regulatory filing. Please note that the timelines are preliminary only, and that it is the nature of scientific and clinical development that planned timelines may change.

Preliminary Project Plan (Acute Intermittent Porphyria):

Task	Timelines
Research batch	[**]
PoC in non-human primate	[**]
Tox batch	[**]
Toxicology (12 months)	[**]
Pre-observation study	[**]

Clinical batch	[**]
Interventional Phase I/II clinical trial	[**]
2nd Observational study & Phase II/III clinical trial	[**]
File with EMA	[**]
Market Launch	[**]

Project Plan Details:

The aim of this project is to develop a gene therapy product for the treatment of AlP, and to deliver a data package that is suitable for the submission and approval by the European and North American regulatory authorities.

Vector development and manufacturing

To develop a gene therapy for PBGD deficient patients, AAV5-PBDG product was designed to expresses the human PBGD gene under the control of a liver specific promoter. AAV5-PBDG was produced in insect cells using the recombinant baculovirus method; sufficient amount of material was produced for efficacy studies in mice. Methods to determine the quantity and purity of the rAAV batches were developed. A purification process including chromatography and filtration steps was developed, further optimization and characterization of the scale-up procedure will be performed before a final batch for toxicology, for proof of principle and for clinical trials can be produced.

PoC in pre-clinical models

Because total deficiency of PBGD is lethal in mice, a compound heterozygous mouse (PBGD+/- referred to as AlP mice) with ~35% of normal hepatic PBGD activity, has been developed as an established model to study AlP. This murine model of AlP exhibits, after disease induction with phenobarbital (Pb), the typical biochemical characteristics of human AlP, notably, decreased hepatic PBGD activity, massively increased urinary excretion of haem precursors (ALA and PBG) and decreased motor function.

AlP mice were used to test the AAV5-PBDG product. The therapeutic effect was evaluated three month after a single intravenous administration of AAV5-PBDG. Efficacy of the therapy was demonstrated as the treatment was able to prevent disease induction with Pb. ALA and PBG levels in treated animals was reduced, and motor disturbance induced by Pb treatment, as measured in the Rotarod test, was almost completely abolished. In addition, PBGD enzymatic activity increased in the AAV5-PBDG treated group 10 times over that of the control group.

This initial PoC will be repeated with the final version of the therapeutic vector following the completion of the vector development and manufacturing optimisation. The final PoC will include the following:

- PoC in rodent disease model
- PoC in non-human primates, based on agreed protocol

GLP Toxicology

The aim of this section is to deliver toxicology study report suitable for the submission the regulatory authority. The work will entail the following:

- Scientific advice from a regulatory body (AEMPS and/or EMA) for safety and toxicology package
- GLP toxicology study in rodents rats or mice, including any required biodistribution studies

- Supportive data for toxicology study in non-human primates
- GLP germline transmission study

Toxicology study design will take into account:

- Identification of potential target organs of biological activity and of potential target organs of toxicity
- Eventual concomitant medication (e.g. immunosuppressants, standard co-medication)
- Environmental risk/shedding
- Analysis of appropriateness of surrogate markers of efficacy/safety
- Any other relevant issues as may be identified

Clinical observational, pre-intervention study/studies

Before entering the interventional clinical study, an observation clinical study will be conducted to provide baseline information on the course of the disease by recording episodes AlP, abdominal pain, hospitalizations, extent of any possible known or unknown to be related to AlP symptomatology, incidence of (adverse) clinical events per year, etc. Sufficient data will be collected to provide a clinical picture to obtain a baseline data and to determine how efficacy will be shown during the interventional clinical trial.

Phase I/II

The clinical phase I/II should include an estimated minimum [**] patients that are administered the gene therapy drug, and are followed up and clinically assessed for at least [**] months following drug administration. The primary aim of the clinical study will be safety and efficacy of the AAV5-PBDG product. The clinical trial will include all biochemical, imaging, clinical and functional assays to assess the disease state and change therein over time, the phenotypic disease variation, as well as the overall clinical and psychosocial or other health status or change therein over time of the individual trial subjects, both before, during and following drug administration.

Phase II/III & Regulatory submission

After successful completion of Phase I/II study a Phase lI/IIl trial will be conducted with the aim of bringing the AlP therapy to market. We estimate that [**] patients in total would be sufficient for regulatory filing of this product, as AlP is an ultra-orphan disease with a very limited patient number world-wide.

AMT-090 for Parkinson's Disease

Parkinson's disease (PD) is a progressive neurodegenerative disease, resulting in tremors, stiffness, slowness of movement, and lack of coordination. Patients are faced with a severely

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debilitating disease and a serious loss in quality of life. PD is caused by degeneration and death of nerve cells in a specific part of the brain known as the substantia nigra. These cells produce dopamine, a substance necessary for communication between nerve cells involved in the coordination of movement.

PD is the second most common neurodegenerative disease. It usually affects people over 65, with an estimated total of 4.5 million patients worldwide. Due to increasing life expectancy of the general population, the number of patients with PD is expected to double to around 9 million patients between now and 2030.

An ideal therapy for PD would decrease disability and slow down or halt disease progression. Unfortunately, such treatments are not available yet and current therapies are limited to symptomatic treatment only. These include levodopa, dopamine agonists, monoamine oxidase B (MAO-B) inhibitors and anticholinergic agents.

Glial cell line-derived neurotrophic factor (GDNF) was shown to promote the survival and differentiation of dopaminergic neurons. The therapy aims to protect and enhance the function of the dopamine-producing nerve cells in the brain. To date a number of clinical trials have been conducted in which recombinant GDNF protein has been directly delivered to the PD brain, using a delivery pump device implanted into patients' abdomen. Although the results were inconsistent, due to the difficulty of delivering protein continuously into the brain via an implanted pump, some patients have shown a significant clinical response to the treatment. It is therefore not a question whether this approach works, because it definitely did in some patients, but rather how it can be done more consistently. AAV-GDNF gene therapy treatment would result in continues delivery of GDNF protein into brain, and is therefore likely to result in significant clinical benefit for PD patients.

AMT has recently started preclinical development of AAV-GDNF gene therapy that will introduce the gene coding for GDNF using recombinant adeno associated virus vector (AAV). AAV serotype 5 has been shown to be the serotype of choice for gene delivery into the brain. After successful proof of concept (POC) and toxicology studies in rodents and primates, AMT will start an extensive clinical development.

Preliminary timelines for AMT-090

Task	Timelines
POC rats	[**]
POC non-human primates	[**]
Toxicology study	[**]
IND / INPD (approval for phase I)	[**]
Start phase I	[**]
Start phase II	[**]
Start phase III	[**]
Filing	[**]
Market introduction	[**]

Project Plan Details:

The aim of this project is to develop a gene therapy product for the treatment of Parkinson's disease, and to deliver a data package that is suitable for the submission and approval by the European and North American regulatory authorities.

Vector development and manufacturing

To develop a gene therapy for Parkinson's disease, AAV-GDNF product was designed to expresses the human GDNF and is produced in insect cells using the recombinant baculovirus method. The AAV5-GDNF is based on AMT's standard manufacturing process, but in addition incorporates recent new technology of the basic process and makes use of an optimized Rep baculovirus construct in the upstream process and an additional chromatography step in the downstream process. This optimisation delivers enhanced quality and robustness of the AAV5-GDNF product. This process is fully scalable and allows for manufacturing of sufficient GMP-compliant product for PD patients.

Characterization of AAV5-GDNF

The AAV5-GDNF was tested in a functional *in vitro* assay in cultured E13.5 rat DRG explants. Vigorous neural outgrowth was observed, indicating that the produced AAV5-GDNF is capable of mediating secretion of biologically functional recombinant GDNF.

In vivo characterization

Subsequently, an *in-vivo* characterisation of the AAV5-GDNF has been conducted. Three different concentrations of AAV5-GDNF were injected unilaterally into the rat striatum. Brains were analyzed for GDNF expression [**] weeks post injection using immunohistochemistry. Resulting data demonstrated that there is a strong, concentration dependent GDNF expression throughout the injected hemisphere.

PoC in pre-clinical models

The produced AAV5-GDNF will be used to show biological activity and efficacy in animal models of Parkinson's disease. These experiments will be conducted using rat models of Parkinson's disease (in collaboration with University of Lund, Sweden) as well as non-human primates model of Parkinson's disease (in collaboration with CEA, Paris, France). In addition to distribution studies, onset and kinetics of GDNF expression, neurochemical measurements (dopamine and dopamine metabolites), immunohistochemistry and behavioural studies will be conducted to test for functional improvement.

GLP Toxicology

The definitive design of the actual studies will be finalized after discussions with relevant agencies. We propose to conduct a [**] months study in mice and in parallel a [**] months study in non-human primates to account for the safety of the drug. The studies will comprise four test groups: 1. Control (vehicle), 2. Low dose (No observed effect level (NOEL) in the proof-of concept studies), 3. Mid-dose (highest dose considered for clinical studies), and 4. High dose (10 times higher than the mid-dose).

The protocol will include the following evaluations:

· Clinical Signs: recorded daily, beginning 7 days prior to surgery

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· Food Consumption: recorded daily, beginning 7 days prior to surgery
· Body Weight: Once pre-surgery, day of surgery, then bi-weekly
· Clinical Chemistry: Twice a month presurgery, one week post surgery, then monthly
· Hematology: Twice a month presurgery, one week post surgery, then monthly
· Coagulation: Twice a month presurgery, one week post surgery, then monthly
· Antibodies against GDNF or AAV5 in plasma, twice prior to surgery, monthly thereafter.
· PK - CSF: To determine if there is GDNF in the CSF, twice prior to surgery, monthly thereafter.
· Neurological Examination: Twice prior to surgery, Day 7 post surgery, monthly thereafter
· MRI (T1.T2): Once prior to surgery, within three hours post surgery, and within three days prior to necropsy.
· Pathology

    1. Gross pathology at necropsy
    2. Selected peripheral tissues collected for histopathological analysis by a Board Certified Pathologist
    3. Complete CNS histopathological assessment by a Board Certified Neuropathologist, peer reviewed by another Board Certified Pathologist

· Q-PCR in selected organs in order to assess any biodistribution of the vector DNA to other organs.

Phase I/II

The primary objective of the clinical phase I/II will be to assess the safety and feasibility of intra-putaminal delivery of AAV5-GDNF to patients with PD. Secondary objectives include measuring clinical efficacy and demonstrating improvement in a surrogate marker end point ((18)F-Dopa PET) as proof of concept.

We are proposing a single centre open label trial of striatally delivered AAV5-GDNF in PD employing a dose escalation design to assess the mentioned primary and secondary outcome measures. We anticipate enrolling [**] patients in this study, with an escalating dose group design with [**] patients in each dose group. We will start with the lowest dose and progress in an incremental way to higher doses.

Primary outcome assessments will be performed at [**] post intra-putaminal infusion of AAV5-GDNF. Clinical secondary outcome assessments will be performed at [**] post intra-putaminal infusion of AAV5-GDNF. (18)F-dopa PET secondary outcome assessments will be performed at [**] months and [**] months post intra-putaminal infusion of AAV5-GDNF.

If feasibility and safety is confirmed and, serial PET imaging demonstrates increased (18)F-dopa uptake with a trend towards clinical improvement, we will proceed to phase 2/3 clinical trials.

Phase II/III. Phase III & Regulatory submission

After successful completion of Phase I/II study, two additional clinical trials will be required. The final plans for these trials will be optimised based on the outcome of the Phase I/II study. We estimate [**] patients to be enrolled in the Phase lI/IIl clinical study, and [**] patients to be

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enrolled in the pivotal trial, the details however will be established, based on the outcome of the Phase I/II trial.

EXHIBIT A - Request for Benchmark Exemption With Institut Pasteur

Walenta, Jeffrey (NIH/OD) [E]

From: Tamara Tugal [ttugal@amtbiopharma.com]
Sent: Tuesday, October 19, 2010 11:36 AM
To: Walenta, Jeffrey (NIH/OD) [E]
Cc: Mark Chadwick
Subject: Manufacture for not-for-profit organisations and academic institutions exemption; L-107-2007 and L-119-207

Dear Jeffrey

It was nice to talk to you the other day and to have the opportunity to discuss with you AMTs plans to participate in the development of products for the treatment of ultra-orphan disorders. We appreciate your openness to help in the development of products for rare disorders that are being developed by not-for-profit organisations. I know that Mark is working with you on a separate amendment to the license, but I would like to take care of this particular point separately.

Sanfilippo Syndrome IIIB (Sanfilippo B) is a lysosomal storage disorder caused by a deficiency of the enzyme *a*-N-acetylglucosaminidase (NaGlu), resulting in a severe degenerative pathology of central nervous system. Sanfilippo B patients appear normal at birth but develop hyperactivity, sleep disorders, loss of speech, mental retardation and dementia in early childhood. Patients with Sanfilippo B will die at around 10-15 years of age. No treatment or cure is currently available. However, only estimated 20 children are born annually with the disease in Western Europe. These numbers are far too small to justify commercial investment in the therapy. Institut Pasteur has limited charity funding available for the development of treatment for this disease, and would like AMT to manufacture the clinical material for them. AMT would like to clarify our position in relation to NIH while we manufacture to Pasteur, as we discussed on the phone. Please see below the proposed text for such an amendment, I hope that it will be acceptable. Please note that in addition to the L-107-2007 license, the L-119-207 license in also applicable, and we would like to have the same arrangement under both agreements to allow us to work with not-for-profit organisations.

Note that we have been approached by Universities attempting to develop treatments for similar diseases. Hence we would like to be able to extend the mechanism to additional product it the future.

Proposed Amendment: Manufacture for not-for-profit organisations and academic institutions exemption.

AMT will be free to manufacture clinical trial material using the licensed technology for not-for profit organisations and academic institutions without any obligation of payments to NIH. In the first instance, AMT intends to manufacture material for Institut Pasteur for the treatment of Sanfilippo B syndrome. AMT will have an option to license the program from Institut Pasteur and may acquire the program from Institut Pasteur in the future. If AMT acquires the program

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from Institut Pasteur, it will, from this point onwards, pay NIH the milestones and royalties as defined in the L-107-2007 (and / or the L-119-207) license. The mechanism will then be applicable to manufacturing of other products for not-for-profit and academic organisations. AMT will notify NIH of any new products that it intends to manufacture under this exemption, prior to the commencement of manufacturing.

Exhibit B - PHS Consent for Benchmark Exemption with Institut Pasteur

DEPARTMENT OF HEALTH & HUMAN SERVICES

Public Health Service

National Institutes of Health
Office of Technology Transfer
6011 Executive Boulevard, Suite 325
Rockville, Maryland 20852

(301) 435-5378

March 4, 2011

Tamara Tugal
Business Development Manager
Amsterdam Molecular Therapeutics
Mcibergdreef 61
1105 BA Amsterdam
The Netherlands
Phone Number: +31(0)20 566 7509

Re: Benchmark Exemption for a Proposed Collaboration Between Amsterdam Molecular Therapeutics ('AMT') and Institut Pasteur

Dear Ms. Tugal:

Thank you for your request dated October 19, 2010 for a benchmark royalty exemption for collaboration agreements with not-for-profit organizations or academic institutions to conduct clinical development of potential treatments for ultra-orphan diseases.

Pending execution of the First Amendment to PHS License Reference No. L-107-2007/0 effective May 2, 2007 (the 'Agreement'), PHS provides consent per Article 15 for AMT to provide material for use in clinical development of a treatment for lysosomal storage disorder Sanfilippo Syndrome IIIB at the Institut Pasteur,

Congratulations on your new collaboration. When AMT makes a decision about acquisition of clinical development from Institut Pasteur, please inform PHS as soon as possible.

We appreciate AMT's continued interest in PHS technologies. If you have any questions, please do not hesitate to contact our office at any time

Sincerely,

/s/ Richard U. Rodriguez

Richard U. Rodriguez
Director, Division of Technology Development & Transfer

ATTACHMENT 1 - ROYALTY PAYMENT OPTIONS

The OTT License Number MUST appear on payments, reports and correspondence.

Automated Clearing House (ACH) for payments through U.S. banks only

The NTH encourages our licensees to submit electronic funds transfer payments through the Automated Clearing House (ACH). Submit your ACH payment through the U.S. Treasury web site located at: **https://www.pay.gov**. Locate the "NIH Agency Form" through the Pay.gov "Agency List".

Electronic Funds Wire Transfers

The following account information is provided for wire payments. In order to process payment via Electronic Funds Wire Transfer sender MUST supply the following information within the transmission:

Drawn on a **U.S. bank account** via FEDWIRE should be sent directly to the following account;

Beneficiary Account:	Federal Reserve Bank of New York or TREAS NYC
Bank:	Federal Reserve Bank of New York
ABA#	021030004
Account Number:	75080031
Bank Address:	33 Liberty Street, New York, NY 10045
Payment Details:	License Number (L-XXX-XXXX) Name of Licensee

Drawn on a **foreign bank account** should be sent directly to the following account. Payment must be sent in **U.S. Dollars (USD)** using the following instructions:

Beneficiary Account:	Federal Reserve Bank of New York/ITS or FRBNY/ITS
Bank:	Citibank N.A. (New York)
SWIFT Code#	CITIUS33
Account Number:	36838868
Bank Address:	388 Greenwich Street, New York, NY 10013
Payment Details: (Line 70):	NIH 75080031 License Number (L-XXX-XXXX) Name of Licensee
Detail of Charges (line 71a):	Charge Our

Checks

All checks should be made payable to "NIH Patent Licensing"

Checks drawn on a **U.S. bank account** and sent by US Postal Service should be sent directly to the following address:

National Institutes of Health (NIH)
P.O. Box 979071
St. Louis, MO 63197-9000

Checks drawn on a U.S. bank account and sent by **overnight or courier** should be sent to the following address:

US Bank
Government Lockbox SL-MO-C2GL
1005 Convention Plaza

St. Louis, MO 63101
Phone: 314-418-4087

Checks drawn on a **foreign bank account** should be sent directly to the following address:

National Institutes of Health (NIH)
Office of Technology Transfer
Royalties Administration Unit
6011 Executive Boulevard
Suite 325, MSC 7660
Rockville, Maryland 20852

NATIONAL INSTITUTES OF HEALTH

SECOND AMENDMENT TO L-l 07-2007/0

This is the second amendment ("**Second Amendment**") of the agreement by and between the National Institutes of Health ("**NIH**") within the Department of Health and Human Services ("**HHS**"), and UniQure biopharma B.V. (formerly Amsterdam Molecular Therapeutics N.V. (AMT)) having an effective date of May 2, 2007 and **NIH** Reference Number L-107-2007/0, and having been amended for the first time on December 31, 2009 (**NIH** Reference L-107-2007/1) ("**Agreement**"). This **Second Amendment**, having **NIH** Reference Number L-107-2007/2, is made between the **NIH** through the Office of Technology Transfer, **NIH**, having an address at (6011 Executive Boulevard, Suite 325, Rockville, Maryland 20852-3804, U.S.A., and UniQure biopharma B.V. (formerly Amsterdam Molecular Therapeutics N.V. (AMT)), having an office at Meibergdreef 61, 1105 BA Amsterdam, The Netherlands ("**Licensee**"). This **Second Amendment** includes, in addition to the amendments made below, 1) a Signature Page, and 2) Attachment 1 (Royalty Payment Information).

WHEREAS, **NIH** and **Licensee** desire that the **Agreement** be amended a second time as set forth below in order to

a) Change the name of **Licensee** from Amsterdam Molecular Therapeutics N.V. (AMT) to UniQure biopharma B.V. (UniQure). This name change is the result of a transaction that took place on 30 March 2012, whereby AMT, a public company, was liquidated and all its operations and stocks were transferred to UniQure, a privately held company.

b) Modify language related to financial terms associated with sublicensing, so as to cause a reduction in financial obligations due to **NIH** from sublicensing of the **Agreement** by **Licensee** in order to expedite the development of therapeutics for rare diseases.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, **NIH** and **Licensee**, intending to be bound, hereby mutually agree to the following:

1) a) In Cover page following the list of "licensed patent and patent application", the name of **Licensee** has been changed to UniQure biopharma B.V.

b) In the signature page under "signature of authorized official", under "Official and Mailing Address for **Agreement** notices", and under "Official and Mailing Address for Financial notices" "Amsterdam Molecular Therapeutics" has been changed to UniQure biopharma B.V.

c) In the caption of the **Agreement** AMT is changed to UniQure.

2) a) Paragraph 6.6 is deleted in its entirety and replaced with the following:

6.6 No multiple royalties shall be payable if any **Licensed Products** or **Licensed Processes** are covered by more than one of the **Licensed Patent Rights**. In the event that this **Agreement** and **NIH** license L-116-2011/0 as amended from time to time apply to the same product sold by the **Licensee** or its sublicensees, then the **Licensee** shall only pay earned

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royalties, benchmark royalties, and sublicensing royalties under **NIH** license L-l16-2011/0.

b) In Appendix C, the second occurrence of Roman numeral "IV" at the bottom of the page is replaced with Roman numeral "VI". Section VI has been deleted in its entirety and replaced with the following:

Licensee agrees to pay **NIH** additional sublicensing royalties on the fair market value of any consideration received for granting each sublicense within [**] days of the execution of each sublicense as follows:

(i) For any sublicense executed by the **Licensee** before the [**], **Licensee** agrees to pay a sublicensing royalty of [**] percent ([**]%); and

(ii) For any sublicense executed by the **Licensee** after the [**], **Licensee** agrees to pay a sublicensing royalty of [**] percent ([**]%); and

(iii) For any sublicense executed by the **Licensee** either [**], **Licensee** agrees to pay a sublicensing royalty of [**] percent ([**]%).

Contractual payments made by a sublicensee to the **Licensee** or an **Affiliate** received after the effective date of this **Agreement** for costs, services and expenses for the **Licensee** or **Affiliate** to perform research and development activities, or to conduct, supervise or participate in one or more clinical trial(s) for the development of the **Licensed Products**, or to manufacture clinical and commercial batches of **Licensed Products**, shall not be accounted for in the calculation of sublicensing royalties.

3) **Licensee** shall pay **NIH** an amendment issue royalty in the sum of [**] US Dollars ($[**]) as follows:

i) [**] Dollars ($[**]) shall be paid by **Licensee** within [**] days of the effective date of this **Second Amendment**.

ii) The remaining amount of [**] Dollars ($[**]) shall be paid to **NIH** upon execution by **Licensee** of any new sublicensing or partnership agreement, or on the first anniversary of this **Second Amendment**, whichever occurs first.

4) In the event any provision(s) of the **Agreement** is/are inconsistent with Attachment 1, such provision(s) is/are hereby amended to the extent required to avoid such inconsistency and to give effect to payment information in such Attachment 1.

5) All terms and conditions of the **Agreement** not herein amended remain binding and in effect.

6) The terms and conditions of this **Second Amendment** shall, at **NIH**' sole option, be considered by **NIH** to be withdrawn from **Licensee's** consideration and the terms and conditions of this **Second Amendment**, and

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the **Second Amendment** itself, to be null and void, unless this **Second Amendment** is executed by **Licensee** and a fully executed original is received by **NIH** within [**] days from the date of **NIH** signature found at the Signature Page.

7) This **Second Amendment** is effective on May 31, 2013 upon execution by all parties.

SECOND AMENDMENT TO L-107-2007/0

SIGNATURE PAGE

In Witness Whereof, the parties have executed this **Second Amendment** on the dates set forth below. Any communication or notice to be given shall be forwarded to the respective addresses listed below.

For **NIH**:

/s/ Richard U. Rodriguez — 5-23-13
Richard U. Rodriguez — Date
Director, Division of Technology Development and Transfer
Office of Technology Transfer
National Institutes of Health

Mailing Address or E-mail Address for Agreement notices and reports:

Chief, Monitoring & Enforcement Branch, DTDT
Office of Technology Transfer
National Institutes of Health
6011 Executive Boulevard, Suite 325
Rockville, Maryland 20852-3804 U.S.A.

E-mail: LicenseNotices_Reports@mail.nih.gov

For **Licensee** (Upon information and belief, the undersigned expressly certifies or affirms that the contents of any statements of **Licensee** made or referred to in this document are truthful and accurate.):

/s/ Jorn Alday — 5-31-13
Jorn Alday, CEO, uniQure biopharma B.V. — Date

I. Official and Mailing Address for **Agreement** notices:
Chief Executive Officer;
Legal@uniqure.com

II. For invoices, payments, and Financial notices (including royalty payments):
Finance Dept
Finance@uniqure.com

uniQure biopharma B.V.
Meibergdreef 61
1105BA Amsterdam
The Netherlands

Phone: 0031 205667394

Fax: 0031 20 566 9272

Any false or misleading statements made, presented, or submitted to the **Government**, including any relevant omissions, under this **Agreement** and during the course of negotiation of this **Agreement** are subject to all applicable civil and criminal statutes including Federal statutes 31 U.S.C. §§3801-3812 (civil liability) and 18 U.S.C. §1001 (criminal liability including fine(s) or imprisonment).

ATTACHMENT 1 - ROYALTY PAYMENT OPTIONS

The OTT License Number MUST appear on payments, reports and correspondence.

Automated Clearing House (ACH) for payments through U.S. banks only

The NIH encourages our licensees to submit electronic funds transfer payments through the Automated Clearing House (ACH). Submit your ACH payment through the U.S. Treasury web site located at**: https://www.pay.gov**. Locate the "NIH Agency Form" through the Pay.gov "Agency List".

Electronic Funds Wire Transfers

The following account information is provided for wire payments. In order to process payment via Electronic Funds Wire Transfer sender MUST supply the following information within the transmission:

Drawn on a **U.S. bank account** via FEDW1RE should be sent directly to the following account:

Beneficiary Account:	Federal Reserve Bank of New York or TREAS NYC
Bank:	Federal Reserve Bank of New York
ABA#	021030004
Account Number:	75080031
Bank Address:	33 Liberty Street, New York, NY 10045
Payment Details:	License Number (L-XXX-XXXX)
	Name of Licensee

Drawn on a **foreign bank account** should be sent directly to the following account. Payment must be sent in **U.S. Dollars (USD)** using the following instructions:

Beneficiary Account:	Federal Reserve Bank of New York/ITS or FRBNY/ITS
Bank:	Citibank N.A. (New York)
SWIFT Code:	CITIUS33
Account Number:	36838868

Bank Address:	388 Greenwich Street, New York, NY 10013
Payment Details (Line 70):	NIH 75080031 License Number (L-XXX-XXXX)
	Name of Licensee
Detail of Charges (line 71 a):	Charge Our

Checks

All checks should be made payable to "NIH Patent Licensing"

Checks drawn on a **U.S. bank account** and sent by US Postal Service should be sent directly to the following address:

National Institutes of Health (NIH)
P.O. Box 979071
St. Louis, MO 63197-9000

Checks drawn on a U.S. bank account and sent by **overnight or courier** should be sent to the following address:

US Bank
Government Lockbox SL-MO-C2GL
1005 Convention Plaza
St. Louis, MO 63101
Phone: 314-418-4087

Checks drawn on a **foreign bank account** should be sent directly to the following address:

National Institutes of Health (NIH)
Office of Technology Transfer
Royalties Administration Unit
6011 Executive Boulevard
Suite 325, MSC 7660
Rockville, Maryland 20852

NATIONAL INSTITUTES OF HEALTH

THIRD AMENDMENT TO L-107-2007/0

This is the third amendment ("**Third Amendment**") of the agreement by and between the National Institutes of Health ("**NIH**") within the Department of Health and Human Services ("**HHS**"), and UniQure biopharma B.V. (formerly Amsterdam Molecular Therapeutics (AMT) B.V.) having an effective date of May 2, 2007 as amended for the first time on December 31, 2009, and amended for the second time on May 31, 2013, and having **NIH** Reference Number L-107-2007/0, L-107-2007/1, and L-107-2007/2 respectively ("**Agreement**"). This **Third Amendment**, having **NIH** Reference Number L-107-2007/3, is made between the **NIH** through the Office of Technology Transfer, **NIH**, having an address at 6011 Executive Boulevard, Suite 325, Rockville, Maryland 20852-3804, U.S.A., and UniQure biopharma B.V. (formerly Amsterdam Molecular Therapeutics (AMT) B.V.), having an office at Meibergdreef 61, 1105 BA Amsterdam, The Netherlands ("**Licensee**"). This **Third Amendment** includes, in addition to the amendments made below, a Signature Page.

WHEREAS, **NIH** and **Licensee** desire that the **Agreement** be amended a third time as set forth below in order to a) clarify the **Field of Use**, and b) to update appendices D and E of the **Agreement** to capture all of **Licensee's** past, current and future **Commercial Development Plan**,

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, **NIH** and **Licensee**, intending to be bound, hereby mutually agree to the following:

1) In Appendix B Paragraph I, replace the **Licensed Field of Use** with the following:

   Use of **Licensed Patent Rights** for development and sale of AAV related products

2) Replace Appendix D with Appendix D attached to this **Second Amendment** as EXHIBIT 1.

3) Replace Appendix E with Appendix E attached to this **Second Amendment** as EXHIBIT 2.

4) All terms and conditions of the **Agreement** not herein amended remain binding and in effect.

5) The terms and conditions of this **Third Amendment** shall, at **NIH** sole option, be considered by **NIH** to be withdrawn from **Licensee**'s consideration and the terms and conditions of this **Third Amendment**, and the **Third Amendment** itself, to be null and void, unless this **Third Amendment** is executed by **Licensee** and a fully executed original is received by **NIH** within [**] days from the date of **NIH** signature found at the Signature Page.

6) This **Third Amendment** is effective on the date of execution by the last party to execute this **Third Amendment**.

A-041-2014

THIRD AMENDMENT TO L-107-2007/0

SIGNATURE PAGE

In Witness Whereof, the parties have executed this **Third Amendment** on the dates set forth below. Any communication or notice to be given shall be forwarded to the respective addresses listed below.

For **NIH**:

/s/ Ricahrd U. Rodriguez 11-6-13
Richard U. Rodriguez Date
Director, Division of Technology Development and Transfer
Office of Technology Transfer
National Institutes of Health

Mailing Address or E-mail Address for **Agreement** notices and reports:

Chief, Monitoring & Enforcement Branch, DTDT
Office of Technology Transfer
National Institutes of Health
6011 Executive Boulevard, Suite 325
Rockville, Maryland 20852-3804 U.S.A.

E-mail: LicenseNotices_Reports@mail.nih.gov

For **Licensee** (Upon information and belief, the undersigned expressly certifies or affirms that the contents of any statements of **Licensee** made or referred to in this document are truthful and accurate.):

/s/ Piers J. Morgan — PJ Morgan CFO November 11, 2013
Piers J Morgan, CFO, uniQure biopharma B.V. Date

I Official and Mailing Address for **Agreement** notices:
Chief Executive Officer;
Legal@uniqure.com

II For invoices, payments, and Financial notices (including royalty payments):
Finance Dept
Finance@uniqure.com

uniQure biopharma B.V.
Meibergdreef 61
1105BA Amseterdam
The Netherlands

Phone: 0031 205667394

Fax: 0031 20 566 9272

Any false or misleading statements made, presented, or submitted to the **Government**, including any relevant omissions, under this **Agreement** and during the course of negotiation of this **Agreement** are subject to all applicable civil and criminal statutes including Federal statutes 31 U.S.C. §§3801-3812 (civil liability) and 18 U.S.C. §1001 (criminal liability including fine(s) or imprisonment).

EXHIBIT 1

APPENDIX D — BENCHMARKS AND PERFORMANCE (L-107/2007)

Licensee agrees to the following Benchmarks for its performance under this **Agreement** and, within [**] days after achieving a **Benchmark**, shall notify **PHS** that the **Benchmark** has been achieved.

Note: No formal Phase III clinical trial is required for **Marketing Approval** for any **Orphan Indication**

Benchmarks for lead **Licensed Product** (AMT-011 also known as Glybera™)

[**]

Benchmarks for another **Orphan Indication Licensed Product** (AMT-021 or equivalent)

[**]

Benchmarks for a non-**Orphan Indication Licensed Product** (AMT-090 or equivalent)

[**]

EXHIBIT 2

APPENDIX E — COMMERCIAL DEVELOPMENT PLAN (L-107-2007)

The table below (table 1) presents a comprehensive list of all uniQure research and development projects utilizing the Licensed Patent Rights, according to main disease site and divided into projects that are, **a)** commercial projects, **b)** already in development stages, **c)** active research (there is already internal research activity ongoing and **d)** exploratory research projects (currently being considered as potential projects worth further investigation in the near future).

Table 1: uniQure R&D projects

		Brain & CNS (AAV5 based unless otherwise indicated)
Commercial Projects	[**]	[**]
	[**]	
Development Projects	[**]	[**]
Active Research Projects	[**]	[**]
Exploratory Research Projects	[**]	[**]

Detailed information on the commercial, development and active research projects is provided below.

NOTE: All dates contained in this Commercial Development Plan are projected estimates only.

A) Commercial Projects

Glybera

Glybera, an AAV1 based product for lipoprotein lipase deficiency, was approved under exceptional circumstances by the EMA in October 2012. Currently uniQure is in the phase of preparation of product launch, for which it has found a partner in Chiesi. It is our aim together with Chiesi to launch in Europe in the first half of 2014. The commercialization agreement with Chiesi has been shared with NIH.

uniQure is actively working on post-approval commitments which came with the approval under exceptional circumstances. Besides some CMC related commitment, there is a commitment for a Phase IV study to collect more biomarker data on the chylomicron handling before and after treatment with Glybera as well as setting up a registry for LPLD patients. Both studies are in progress and in accordance with timelines of the commitments to the EMA.

Furthermore, uniQure has initiated the first campaign for the product of commercial product. This campaign is ongoing and will result in release of the first batch in quarter 1, meeting the planning of the launch of Glybera.

In the context of the European pricing and reimbursement (P&MA) preparations for Glybera, these have been initiated and efforts are ongoing to prepare a pricing strategy as well as a European Core value Dossier (CVD). The agency selected to support the development of the pricing strategy as well as the European CVD has been nominated following a thorough screening and selection process, - the mutual CDA does not allow a disclosure of the agency, which has been agreed with our partner Chiesi. Please be aware that the continued management of the P&MA preparations is now led by Chiesi, who have the commercialization rights for Glybera in the EU.

The P&MA dossier is the crystallization of a multifactorial approach to P&MA and will focus on the Clinical and Epidemiology Data & Publications, Economic Tools & Data, P&MA Strategy and Goals as well as P&MA

Implementation & Tactics.

The Initial evaluation and assessment of the current available market information is sparse due to the new concept of introducing the first gene therapy, a market which today has basically no treatment for LPLD patients and the first time introduction of a one-time administration treatment for an ultra-rare disease.

Key clinical data will be incorporated into the CVD and translated into value statements and economic benefits that will provide rationale and evidence for the positioning of Glybera® with key stakeholders, especially physicians and payers.

The Core Value Dossier is, therefore, a crucial vehicle to deliver the P&MA strategy for Glybera® and support tactical execution. Based on the initial preparations, a stepwise approach to the design and development of the Core Value Dossier for Glybera® has been planned.

In the event that serious gaps exist in the data and/or major problems are identified in this initial review, with regard to the usability and credibility of the data with payers and customers, these issues will be discussed between Chiesi and uniQure.

The Glybera® Core Value Dossier will be the internal reference document summarizing the available evidence and documentation and developing these into value statements and approaches to the various relevant stakeholders.

The CVD structure is designed to bring consistency to the messages delivered in each country and, at the same time, provide the depth of information on each point to allow for the essential local market tailoring.

As per 30th September 2013, Chiesi has reported having one informal meeting with a European Health authority to discuss the process and management of the P&MA dossier. As the meeting was informal there was no agenda and no official minutes have been taken. As per 30th September, no reimbursement reports are available. The on-going development of the CVD and the pricing strategy are managed by the same agency.

Discussions with the FDA were started in August of 2013, which will be followed by filing of an IND in Q1 of 2014.

uniQure is currently developing a geographical expansion strategy to find partners and product approval in other territories, such as Israel, Canada and South Korea.

Liver Programs

B) Development Programs

1. AMT-021 for Acute Intermittent Porphyria

Disease Background

Acute Intermittent Porphyria, or AIP, is a rare liver metabolic disorder resulting from mutations in the PBGD gene. This gene encodes for the enzyme porphobilinogen deaminase (also known as hydroxymethylbilane synthase — HMBS), a liver protein necessary for the production of heme, a component of hemoglobin and other blood proteins. Insufficient activity of this protein leads to an accumulation of toxic metabolites (ALA and PBG), resulting in a wide variety of serious clinical problems, including acute, severe abdominal pain, muscular weakness and an array of neurologic manifestations, including psychiatric episodes, seizures and coma. In the majority of cases, attacks are triggered by precipitating factors such as hormonal fluctuations, infections, drugs and dietary changes.

Long-term consequences may include irreversible nerve damage, liver cancer and kidney failure. Patients with AIP experience regular hospitalizations and extremely poor quality of life, and may in some cases require liver transplants. Acute attacks can be life-threatening. Current therapies only target the disease symptoms and do not prevent attacks or fully minimize or control their consequences.

A recent epidemiological study reported that, in Europe (excluding Sweden), the incidence of AIP is 0.13 per million population per year and based on that they estimated a prevalence of 5.9 per million population (Elder et al., 2012). In Sweden the incidence and prevalence of AIP are about four times higher than in the rest of Europe due to a founder effect originating in Lappland (Floderus et al., 2002). The frequency in the United States is estimated to be 1-5 cases per 100,000 population (www.emedicine.medscape.com/article/205220-overview#a0199).

Overview of AMT-021 Program

The goal of our AMT-021 program is to provide long-term normalization of the PBGD protein in order to prevent acute AIP attacks and their complications.

The program has been developed through a collaborative agreement with the Foundation for Applied Medical Research (FIMA), its Center for Applied Medical Research (CIMA) and its commercialization arm, DIGNA Biotech, of the University of Navarra (Pamplona, Spain). Part of the funding to support for the Phase I trial (including GLP safety & toxicology studies and the observational trial) was secured through the European Commission Framework Programme 7 award (€3.3 million, grant agreement 261506) made to the AIPGENE consortium (www.aipgene.org/), of which uniQure is a partner.

UniQure holds an exclusive license to the gene cassette being used in the Phase I clinical trial. Under our agreement with DIGNA Biotech and the other consortium members, **Licensee** has an exclusive right to all data related to the program.

Preclinical Development

- *Product Profile*

AMT-021 is designed to be delivered systemically through a peripheral vein in a single administration.

AMT-021 or rAAV5-hPBGD, is a recombinant adeno-associated vector of serotype 5, consisting of:

- Inverted terminal regions or ITRs of the adeno-associated serotype 2
- A human codon optimized porphobilinogen deaminase gene or hPBGDco as the therapeutic gene
- A liver specific promoter constituted by the albumin enhancer (Ealb) and the alfa-1-antitrypsin promoter (hAAT)

- *Pre-clinical Proof of Concept*

Pre-clinical proof of concept (PoC) studies have been performed using the AIP murine model developed by Lindberg et al. (1999). In these studies, long term therapeutic efficacy was achieved. More specifically, at $5x10^{13}$ gc/kg, metabolic correction of the hepatic PBGD enzyme activity, normalization of the PBG and ALA precursor's accumulation in urine and improvement of the motor coordination were observed. Additionally, a complete neurological study indicated the correction of neurotoxic porphyrin precursors was able to restore nerve conduction and the impaired peripheral neuropathy.

In non-human primates (NHP) treated with AMT-021 at a dose of $5x10^{13}$ gc/kg endogenous PBGD enzymatic activity increased by a factor of two in male and between three and five times in female animals.

- *Non-clinical safety & toxicology studies*

The following table presents a summary of the AMT-021 non-clinical safety and toxicology studies that have been conducted to support the clinical development program.

Parameter to be assessed	**Study performed**	**Results**
[**]	[**]	[**]
[**]	[**]	[**]

[**]	[**]	[**]
[**]	[**]	[**]
[**]	[**]	[**]
[**]	[**]	[**]

1.1.1 Summary of AMT-021 Preclinical Development Program

Single intravenous administration of AMT-021 into wild type mice and Rhesus macaques results in:

- **Efficient liver transduction resulting in dose dependent increase in viral RNA copy numbers and in turn producing increased PBGD activity**
- **No morbidity, no changes in body weight or food intake**
- **No changes in biochemistry, hematology, coagulation and urinalysis associated with AAV5-hPBGD**
- **Negative vector shedding [**] days after viral administration in serum, saliva, nasal secretions, urine, faeces and semen**
- **Tissue biodistribution that is mainly limited to liver although some significant transduction was detected in spleen, lymph nodes, heart and adrenal glands**

- **Specific hepatic PBGD expression**

Clinical Development Program

The key regulatory and clinical development best estimate milestones for AMT-021 include the following,

- EMA Orphan Drug Designation (EU/3/09/632) [**]
- FIMA/ CITA/ UTE/ DIGNA - AMT Collaborative Agreement [**]
- EU-FP7 AIPGene Consortium [**]
- Observational Study AEMPS approval [**]

- Observational Study start [**]
- Phase I Study AEMPS approval [**]
- Phase I Study: first patient treated [**]
- Phase I Study: last patient treated [**]

Expected milestones

- Phase II/III start: [**]
- MAA/ NDA submission: [**]
- Observational trial

A prospective non-interventional (pre-treatment) observational study started at the end of 2011 that aims to assess the evolution of disease-related clinical and laboratory parameters in time, as well as characterize aspects of disease management such as AIP-related hospitalization. This baseline assessment is intended to study possible relationships between biochemical parameters and clinical *endpoints that* will in turn be valuable in evaluating any signs of efficacy in the Phase I trial as well as in subsequent trials. [**] patients are expected to be enrolled who after completion of this observational phase would then enter the interventional stage of the program, i.e., first-in-human clinical study (Phase I). The observational study is to last for at least [**] months for each participant.

To date all [**] AIP-patients have been recruited into the observational study and all but one have completed a minimum of [**] months pre-treatment assessments. The last patient completed the observational study in August 2013.

- Phase I trial

The Investigational Medicinal Product Dossier (IMPD) was submitted to the AEMPS (Spanish Agency for Medicines and Medical Devices) in June 2012 and was approved by the Agency in October 2012.

The Phase I study is a multicenter, open label, prospective, interventional, single dose, dose-escalation clinical trial to investigate the safety and tolerability of AAV5-hPBGDco (AMT-021) in patients with severe Acute Intermitted Prophyria (Eudra CT no. 2011-005590-23).

The primary objective is to assess the safety of systemic administration and determine the maximum tolerated doses (MTD). Secondary objectives include urinary levels of toxic metabolites (ALA and PBG), disease symptoms evaluation, quality of life evaluation and assessment of pharmacokinetics. Exploratory objectives include, neurological involvement, identification of novel biomarkers and pharmacokinetic modeling.

The Phase I study was initiated in December 2012 in the Department of Medicine (Liver Unit) at the University Clinic of the University of Navarra (Pamplona, Spain). There are [**] patients per cohort and [**] cohorts in the trial (each cohort receiving $5x10^{11}$, $2x10^{12}$, $6x10^{12}$ or $1.8x10^{13}$ gc/kg) and all patients will be followed- up for [**] as part of the Phase I study.

All [**] patients who completed the observational trial have also been treated as part of the Phase I study. In the [**] treated patients, no Serious Adverse Events, Treatment Emergent Adverse Events or Liver Events (Dose Limiting Toxicities - DLT's) related to the study medication have been observed to date.

- Future Clinical Development

It is envisaged that the Phase II/III will be a confirmatory trial where the study population and the outcomes to be assessed (efficacy endpoints — clinical and biochemical) will be based on those as for Phase I. **Licensee** also intends to carry out the study in both Europe and the USA.

Summary of AMT-021 Clinical Development Program

- **The first time an AAV5 gene therapy product has been tested in humans**
- **The first time an AAV gene therapy product has been tested in humans at such high dose, i.e., $1.8x10^{13}$ gc/kg**

- **No Serious Adverse Events, Treatment Emergent Adverse Events or Liver Events (DLT's) related to the study medication have been observed in the Phase I study to date**

- **The Phase I is expected to be completed in [**] and Phase II/III is expected to start by the end of [**]**

- **The Phase II/III program will run in parallel in Europe and US where MAA and NDA, respectively, are expected in [**]**

2. AMT-060 for Hemophilia B

Disease Background

Hemophilia B is a serious inherited orphan disease in males characterized by insufficient blood clotting. The condition can lead to repeated and sometimes life-threatening episodes of external and internal bleeding following accidental trauma or medical interventions. The episodes may cause long-term damage, for example to the joints, and may be fatal if they occur in the brain. The deficient blood clotting is caused by the lack of functional human Factor IX, or hFIX, a blood clotting factor, as a result of mutations in the gene responsible for encoding this essential protein. The presence of hFIX at greater than 1% of normal levels has a therapeutic effect in promoting clotting. The current standard treatment is prophylactic protein replacement therapy, in which frequent intravenous administrations of recombinant Factor IX (often 2-3 times per week) are required to stop or prevent bleeding. Protein replacement therapy is costly ($150,000-200,000 per patient per year) and burdensome, and does not completely prevent bleeding.

The total Hemophilia B patient population in the European Union and the United States is estimated at approximately 25,000, according to the World Federation of Hemophilia 2010 Report on the Annual Global Survey. About 40% of individuals with the disease have a severe disorder, characterized by functional factor IX levels that are less than 1% of normal, whereas moderately severe Hemophiliacs (about 30% of the Hemophiliac population) have 1%-5% of normal and those with the mild phenotype (the remaining 30%) have between 5% and 40% of normal factor IX levels (www.orpha.net). Based on these estimates **Licensee** believes that approximately 70-85% of the worldwide patient population would be eligible for treatment with gene therapy. **Licensee** believes that the treatment would not be appropriate for those patients with very mild disease phenotype.

Overview of AMT-060 Program

The goal of our AMT-060 program is to restore blood clotting on a long-term basis through the introduction of the functional gene for hFIX into the patient's liver cells. **Licensee** is currently in the process of finalizing pivotal (GLP) safety and toxicology studies and preparing to conduct a Phase I trial.

Preclinical Development

- Product Profile

AMT-060 is designed to be delivered systemically through a peripheral vein in a single administration.

The use of recombinant adeno-associate vectors (rAAV) of serotype 5 (rAAV5) for targeted gene delivery to the liver was pioneered by St. Jude Children's Research Hospital (SJCRH) where for pre-clinical experiments the hFIX expression cassette was packaged into AAV5 capsids in HEK-293T mammalian cells. HEK-293 produced AAV5-hFIX is not suitable for further development because as a production system it is not amenable to large-scale production. To allow up scaling, the expression cassette has now been transferred into uniQure's proprietary baculovirus expression vector system (BEVS) that can be adapted to a GMP setting. The resulting vector produced using the baculovirus expression system is termed AAV5-hFIXco or AMT-060. **Licensee** also holds a license from SJCRH to the gene cassette used in the currently ongoing Phase I/II AAV 2/8-LP1-hFIXco trial.

AMT-060, rAAV5-hFIXco, is a recombinant adeno-associated vector of serotype 5, consisting of:

- Inverted terminal regions (or ITRs) of the adeno-associated serotype 2

- A human codon optimized FIX gene (or hFIXco) as the therapeutic gene

- The liver specific promoter, LP1, derived from the human apolipoprotein hepatic control region and the human alpha-1-antitrypsin (or hAAT) promoter

- *Virus serotype selection*

The hFIXco expression cassette and rAAV5 or AAV8 vectors have been extensively studied in mice and non-human primate. Both vectors have been shown to have similar tropism to (preference to transduce) the liver (Nathwani et al., 2007) and AAV5-hFIXco was shown to mediate expression of significant levels of human factor IX in non-human primates (NHP) during a monitoring period of more than 5 years (Nathwani et al., 2011). In this study none of the animals presented elevated liver enzymes levels or other signs of toxicity during the whole observation period. Liver examination by MRI scanning did not reveal any abnormalities in any of the animals.

These pre-clinical data suggest that i.v. administration of the AAV5-hFIXco vector is able to mediate a similar level of human factor IX as presented for AAV8-hFIXco, and such administration is not associated with safety concerns or immunogenicity against the human factor IX.

- *Pre-clinical Proof of Concept*

Pre-clinical PoC studies have been carried out in wild type mice, non-human primates (NHP) and are currently being completed in transgenic Hemophilia B mice. In wild type mice (C57Bl/6) intravenous administration of AMT-060 mice resulted in dose-dependent levels of (human) factor IX levels in murine plasma as determined by ELISA. Human factor IX levels amounted up to 11% of those in normal human plasma 4 weeks after infusion of $5x10^{12}$ gc/kg, demonstrating that AAV5-hFIXco produced in the BEVS is biologically active.

In Rhesus monkeys dosed with AMT-060 ($5x10^{12}$ gc/kg) by intravenous infusion, human FIX levels peaked to 7%-16% of normal human levels one week after infusion, and stabilized to 5-10% of normal human levels 4 weeks after infusion until sacrifice (12 weeks after dosing). These kinetics are in accordance with those observed in previous studies (Nathwani et al., 2007; Jiang et al., 2006), indicating that i.v. administration of AAV5-hFIXco produced in BEVS results in a level of factor IX in plasma that is similar to that produced using AAV5-hFIXco produced in HEK293 cells. Post mortem, (RT)-QPCR demonstrated homogeneous vector DNA delivery and transgene expression in the liver. No signs of adverse reactions were observed. Infusion was associated with slight and transient effects in plasma chemistry shortly after dosing, such as a brief increase of liver enzyme activity levels, consistent with infusion of a viral protein. Necropsy revealed no significant macroscopic or microscopic abnormalities.

Preliminary data in Hemophilia B mice indicate that treatment with AMT-060 induces normalization of FIX levels as well as clotting time.

- Non-clinical safety & toxicology studies

The following table presents a summary of the AMT-060 non-clinical safety and toxicology studies that are being conducted to support the clinical development program.

Parameter to be assessed	Study performed	Status
[**]	[**]	[**]
[**]	[**]	[**]
[**]	[**]	[**]
[**]	[**]	[**]
[**]	[**]	[**]
[**]	[**]	[**]
[**]	[**]	[**]

Summary of AMT-060 Preclinical Development Program

- **AAV5-hFIXco shows similar liver tropism to AAV8-hFIXco and results in significant and long lasting increase in FIX expression.**

- **Single intravenous administration of AMT-060 into wild type mice and Rhesus macaques results in significant and long lasting hFIX levels with no noticeable adverse events and no macroscopic or microscopic findings.**

- **GLP safety and toxicology studies are expected to be completed in [**].**

Clinical Development Program

The key regulatory and clinical development milestones for AMT-060 include the following,

- EMA Orphan Drug Designation: [**]
- FDA Orphan Drug Designation: [**]
- EMA Scientific Advice: [**]
- EMA Phase I Protocol Advice: [**]
- GLP Safety & Tox Studies: [**]

Expected milestones

- IMPD submission: [**]
- Phase I start: [**]
- Phase II/III start: [**]
- MAA/ NDA submission: [**]
- Phase I trial

The Phase I study will be a multicenter, open label, prospective, interventional, single dose, dose-escalation clinical trial to investigate the safety and tolerability of AAV5-hFIXco (AMT-060) in patients with severe Hemophilia B.

The primary objective is to assess the safety of systemic administration and determine the maximum tolerated doses (MTD). Secondary objectives include:

- To estimate the appropriate dose required to achieve stable expression of hFIX at or above 3% of normal
- To evaluate kinetics (dose-related duration and magnitude) of expression
- To assess the immune response to hFIX transgene product
- To assess the immune response to the AAV5 capsid proteins
- To assess viral shedding in various body fluids (including semen)
- To assess the occurrence of FIX inhibitors
- To evaluate coagulation parameters
- To assess need for FIX concomitant treatment

[**] male adults patients (≥18 year old to ≤35 year old) with genetically confirmed Hemophilia B and phenotypically defined as having severe disease (≤1% of normal plasma FIX levels) are expected to be enrolled. Initial patient follow-up will last for [**] months as part of the Phase I trial.

- Future Clinical Development

It is envisaged that the Phase II/III will be a confirmatory trial where the study population and the outcomes (efficacy endpoints — clinical and biochemical) will be based on those for the Phase I. **Licensee** will also consider expanding the patient population to moderately severe patients and intend to carry out the study in both Europe and USA.

Summary of AMT-060 Clinical Development Program

- **The IMPD is planned to be submitted in [**]**
- **Phase I is planned in patients with severe Hemophilia B and is expected to start in [**]**
- **[**]**
- **The Phase II/III program will run in parallel in Europe and USA where MAA and NDA, respectively, are expected in [**]**

The Hemophilia B program has been partnered with Chiesi. The co-development agreement has ben shared with NIH.

C) Active Research Projects

1. Hemophilia A

Disease Background: Hemophilia A (HA) is a genetic, X-linked, recessive disorder caused by production of dysfunctional or by production of insufficient amount of factor VIII (FVIII) protein, a key protein involved in the blood coagulation cascade. Hemophilia A patients suffer from spontaneous bleeding in the large joints and soft tissue, and are at risk for intracranial hemorrhage. Recurrent episodes of joint bleeding can lead to crippling arthropathy, particularly in severely affected patients. HA comprises the majority of hemophilia patients (80%), with incidence of ~1:10,000 to 1:50,000 males affecting 400,000 people worldwide.

Numerous mutations in the FVIII gene have been described giving rise to different disease phenotypes. Similarly to Hemophilia B (HB), individuals with less than 1% active factor are classified as having severe hemophilia, those with 1—5% active factor have moderate hemophilia, and those with mild hemophilia have between 5—40% of normal levels of active clotting factor.

Clinical need: HA seems an excellent candidate for gene therapy (GT) as it is a well characterized monogenic disorder. The product of the FVIII gene is a plasma protein which is normally secreted by hepatocytes and endothelial cells but can also be expressed in other cell types, e.g., adipocytes, mycoytes or fibroblasts. Furthermore, only modest increase >1% can markedly reduce spontaneous bleedings. The effects of gene therapy can be readily monitored by changes in phenotype and by obtaining peripheral blood to measure FVIII antigen levels and clotting factor activity. Currently, treatment for HA consists of infusion of either plasma-derived or rFVIII protein for bleeding episodes. Although, prophylactic infusion of FVIII concentrates is generally effective in alleviating bleeding episodes and subsequent joint disease, the short half-life of FVIII (~12 hours) and the high cost of purified FVIII products make life-long prophylactic treatment demanding for patients and costly.

Feasibility

Gene: The gene of factor VIII is located on the long arm of the X chromosome. It spans over 180 kb, and as such is one of the largest genes known. It comprises of 26 exons, which encode a polypeptide chain of 2351 amino acids including a signal peptide of 19 and a mature protein of 2332 amino acids. It is a secreted protein. Its primary structure, deduced from the cloned factor VIII cDNA, includes discrete domain structure: A1-a1-A2-a2-B-a3-A3-C1-C26-8. The B domain is unique in that it exhibits no significant homology with any other known protein and can be deleted with the resulting recombinant protein displaying essentially normal survival in circulation and able to correct the bleeding tendency in HA patients.

[**]

A proof of concept study has been initiated involving a number of FVIII construct and including full FVIII codon optimized gene. The study aims to characterize the viral DNA, formation of episomes upon delivery of the expression cassette to the nucleus, resulting mRNA and FVIII protein. The potency of the vector is currently being investigated in a number of animal models.

It is our aim to develop this product to clinical stage Phase I by the [**]. Duration of clinical development and further timelines have not been defined.

Development overview to IMPD:

[**]

Completion of vector optimization work will provide the first milestone (Go/No Go) for the project.

Safety Assessment: The disease and gene therapy approach are similar (or equivalent) to Hemophilia B where no major safety concerns have been described.

2. Cirrhosis

Disease Background: Liver cirrhosis is a consequence of chronic liver disease characterized by replacement of liver tissue by fibrosis, scar tissue and regenerative nodules (resulting from regeneration of damaged tissue), leading to loss of liver function. The four leading causes of cirrhosis and primary liver cancer in Europe include harmful alcohol consumption, viral hepatitis B, viral hepatitis C and metabolic syndromes related to overweight and obesity. The European Association for the Study of the Liver in its 2013 report reported that approximately 29 million people in the European Union suffer from a chronic liver condition and that the incidence and prevalence of two conditions, cirrhosis and primary liver cancer, are key to understanding the burden of liver disease. Both conditions represent the end-stage of liver pathology and thus are indicative of the associated mortality.

The hypothesis behind this project is that liver cirrhosis is a state of IGF-I insufficiency and low expression of IGF-I locally in the liver will revert and/ or prevent further exacerbation of cirrhosis. A confidentiality agreement concerning this project was signed between DIGNA/ CIMA and uniQure in October 2012.

[**]

Clinical evidence to support disease linkage includes the following:

· In patients suffering from liver cirrhosis circulating IGF-I levels (or IGF-BP3) correlate with disease severity scores; Child-Pugh and MELD (Kratzsch et al., 2005; Khoshnood et al., 2013).

· A short course (for 4 months) of IGF-I recombinant therapy treatment increased the levels of albumin and tended to improve energy metabolism (surrogates for liver function) & the levels of serum albumin positively correlated with IGF-I/IGF-I BP3 ratio (Conchillo et al., 2005).

Clinical need: Transplantation is the only curative option for the disease and contraindications to transplantation include, a) co-morbidities (e.g., TB), b) over 65 years of age, c) coronary artery disease and d) tumours in previous 5 years.

The initial target population for IGF-I gene therapy for liver cirrhosis could/ would be those cirrhotic patients with

IGF-I insufficiency (i.e., 50% of all cirrhotic patients), possibly patients with Child-Pugh A and/ or B score and with IGF-I levels below normal values. An ODD application for this specific population may be considered. The table below indicates the Child-Pugh scoring scheme for liver disease prognosis.

Points	Class	One year survival	Two year survival
5-6	**A**	100%	85%
7-9	**B**	81%	57%
10-15	**C**	45%	35%

Feasibility:

Gene: The IGF1 gene is located on chromosome 12 and spans 7.3 kb encoding a 70 amino acid residue protein. It contains 6 exons, 4 of which are alternatively spliced depending on tissue type and hormonal environment. The IGF1 coding region is flanked by sequences encoding an amino-terminal peptide of at least 25 residues and a carboxyl-terminal peptide of 35 amino acids which indicates that IGF1 is synthesized as a precursor protein that undergoes proteolytic processing at both ends before being secreted.

[**]

Animal models: A rat model is available with CIMA and has been used for proof of concept studies. A number of other small animal models have been described (Liu et al., 2013).

Biomarkers: Circulating IGF-I (and other related proteins) can be monitored using commercially available methodology. However the relevance of this to liver (local) levels of IGF-I and whether GT can deliver sufficient amounts of IGF-I that that can be readily detectable in the circulation need to be established.

Liver function and signs of cirrhosis can be monitored following well established standard procedures (e.g., liver enzymes, markers of fibrosis etc.).

The PoC obtained at CIMA will have to be repeated with uniQure's AAV5-IGF1 vector. **Licensee** is at the initial stages of research aiming to initiate a Phase I clinical trial by the [**].

Development overview to IMPD:
[**]

The GLP safety and toxicology studies will provide the first milestone (Go/No Go) for the project.

Safety Assessment: Safety studies in rat disease models (8 months) and wild type rats (8 weeks) showed no signs of toxicity due to treatment with SV40-IGF-I (Sobrevals et al., 2010).

Potential toxicity concerns include tumor formation and interference with insulin/ glucose metabolism albeit both issues are unlikely as the aim of this approach would be to upregulate levels of IGF-I where they are already below normal rather than to achieve supra-physiological levels. In addition, gene therapy vectors are likely to induce lower level of localized expression without substantial increase in serum IGF-I levels. Regarding potential for tumorigenesis, IGF-I therapy is thought to favor hepatocellular differentiation, i.e., opposes carcinogenesis, and studies have shown that sharp decrease in IGF-I in cirrhotic liver may contribute to hepatocellular carcinoma (HCC). In addition it is believed that it is IGF-II that is the key player in HCC. Furthermore, patients with existing tumor nodules in their liver could/ should be excluded from trials.

[NOTE: Hepatocellular carcinoma occurs at a rate of 1% to 4% per year after cirrhosis is established and cirrhosis underlies HCC in approximately 80%-90% of cases worldwide (Giovanna Fattovich et al., 2004), i.e., the vast majority of cirrhotic patients do not develop HCC or at least they do not live live long enough to develop it]

3. Hyperoxaluria

Disease Background: Primary hyperoxaluria type I (PH1) is a rare, autosomal recessive inherited metabolic disorder characterized by a deficiency of the hepatic enzyme alanine-glyoxylate aminotransferase (AGXT), which produces a marked increase in endogenous oxalate synthesis by the liver. Oxalate is a metabolic end product in humans and excess oxalate provokes hyperoxaluria, causing progressive urolithiasis, nephrocalcinosis and chronic renal failure, ultimately leading to end-stage renal failure (ESRF) and death if untreated.

It is the most common and severe variant among a spectrum of metabolic disorders resulting in hyperoxaluria. The disease has an estimated prevalence ranging from 1 to 3 per 1 million individuals and an estimated incidence of 1-9:100,000 live births per year in Europe. However, higher rates are reported in historically isolated populations, like the Canary Islands. PH1 accounts for <1% of pediatric ESRF in developed countries.

A pre-clinical proof of concept study has already been conducted in collaboration with Eduardo Salido (University Hospital of Canary Islands) using AGXT knockout mice demonstrating that in the GT treated animals oxalurea reduced to normal levels with restoration of liver enzyme levels in the absence of any hepatotoxicity or immune reactions.

Clinical need: Currently, most of the therapeutic options are diet-mediated to reduce the amount of glyoxylate intake and maximize the intake of vitamin B6. The most effective treatment for PH1 is pre-emptive liver transplantation, alone or liver combined with kidney transplantation in ESRF. There is therefore a clear need for alternative or new treatments options.

Feasibility:

Gene: the AGXT gene maps onto chromosome 2q36-q37, has a 10 kb coding sequence and contains 11 exons generating a 392-residue protein.

[**]

Animal models: Small animal models already exist and have been used for pre-clinical proof of concept studies.

Biomarkers: Measurements of oxalate are part of routine clinical practice for the disease setting and monitoring of kidney changes can also be done using standard techniques.

After a phase of further vector optimization it is our aim to develop this product for a first Phase I clinical study

by [**]. Further development timelines have not been defined.

Development overview to IMPD:

[**]

The GLP safety and toxicology studies will provide the first milestone (Go/No Go) for the project.

Safety Assessment: At this stage is not possible to make any inferences in relation to potential safety concerns.

Central Nervous System Programs

A) Development Programs

1. AMT-110 for Sanfilippo B

Disease Background

Sanfilippo syndrome, or Mucopolysaccharidosis type III (MPSIII), is a rare lysosomal storage disorder (LSD) that occurs when enzymes needed to break down the heparan sulfate sugar chain are missing or are defective. Sanfilippo B is one of the four types of MPSIII that results in serious brain degeneration in children, and is generally lethal. The deficient enzyme responsible for the disease is alpha-N-acetylglucosaminidase (NaGlu). The clinical manifestations are mainly neurological, with early symptoms observed during the first five years of age, leading to a progressive deterioration of cognitive abilities. Affected children require specific care after age seven and progressively develop profound mental retardation with reduced somatic manifestations. Death frequently occurs at the median age of 15. No treatment is currently available.

Birth prevalences of 0.28—4.1 per 100, 000 have been reported (Valstar et al., 2008). More recently, He´ron et al. (2010) estimated the mean annual incidence for Sanfilippo B in France at 0.15 per 100,000 births.

Overview of AMT-110

The goal of our AMT-110 program is to provide a gene therapy for Sanfilippo B syndrome through the introduction of a functional NaGlu gene into the patients' brain cells.

This project is being pursued together with the Pasteur Institute (Paris) whereby uniQure is responsible for developing the manufacturing process and producing clinical grade material and the Pasteur Institute for conducting the clinical trials.

Preclinical Development

· Product Profile

AMT-110 is designed to be delivered via intracranial administration.
AMT-110 or rAAV5-hNaGlu, is a recombinant adeno-associated vector of serotype 5, consisting of:

· Inverted terminal regions or ITRs of the adeno-associated serotype 2

· A human α-N-acetylglucosaminidase, or hNaGlu, gene the therapeutic gene

· The mouse phosphoglycerate kinase-1 promoter (muPGK)

· *Pre-clinical Proof of Concept*

Preclinical PoC studies were conducted in mouse and dog disease models at the Pasteur Institute. These studies showed that mice with MSPIIIB a single AAV5-NaGlu intracranial injection resulted in reversion of storage lesions throughout the brain and prevented loss of Purkinje cells. Furthermore, it improved animal behavior and corrected pathological featured of the disease including, neuro-inflammation, axonal transport, synaptic vesicle content and the autophagy defect.

[**]

· Non-clinical safety & toxicology studies

The following table presents a summary of the AMT-10 non-clinical safety and toxicology studies that have been conducted to support the clinical development program.

Parameter to be assessed	Study performed	Results
[**]	[**]	[**]
[**]	[**]	[**]
[**]	[**]	[**]

Summary of AMT-110 Preclinical Development Program

· **In animal models of Sanfilippo B, treatment with AAV5-hNaGlu ameliorated pathophysiological signs and symptoms of the disease.**

· **AMT-110 administered into the striatum of non-immunosuppressed rats and immunosuppressed rats and dogs produced long lasting presence of vector DNA in the brain and caused no mortality and no signs of toxicity.**

Clinical Development Program

The key regulatory and clinical development milestones for AMT-110 include the following,

· 1st Scientific Advice with French Regulatory Authorities [**]

· 2nd Scientific Advice with French Regulatory Authorities [**]

· IMPD Submission [**]

· IMPD Approval [**]

· Phase I start [**]

Expected Milestones

· Phase II/III start [**]

· Registration [**]

The Phase I/II study is a single center, open label, prospective, interventional, single dose of AAV5-hFIXco (AMT-060) trial in children with Sanfilippo type B syndrome. [**].

The primary objective of the study is to evaluate the clinical, radiological and biological safety of the treatment. The secondary objective is to collect samples and data to define exploratory tests that could become evaluation criteria for further clinical efficacy studies (Brain MRI; neurological tests and biological markers).

The study will be conducted at the Bicêtre Hospital which is part of the University Hospitals of South Paris and is expected to enroll a total of [**] children during an [**] months inclusion period. The duration of follow-up for each patient is [**]. The first patient was dosed in October 2013.

· Future Clinical Development

Licensee plans to complete the Phase I and start a Phase II/III trial in multiple sites worldwide. Following initiation of this trial one of the options on how to proceed would be applying for approval for compassionate use to treat on a named patient basis. This can be well justified based on the size of the indication and

lethality of the condition.

Summary of AMT-110 Clinical Development Program

- **The IMPD was submitted in [**]**
- **Phase I was started in [**]**

1.2

2. AMT-090 for Parkinson's Disease

Disease Background

Parkinson's Disease (PD) is a progressive neurodegenerative disorder that affects motor skills, speech, and other neurological functions. As the condition progresses, every action becomes increasingly difficult, and eventually impossible. The symptoms are caused by degeneration and death of nerve cells in the substantia nigra, a part of the brain that produces dopamine needed to specifically control body movements. Dopamine is a chemical that sends messages in the brain to coordinate and control muscular action and movements. There is currently no cure for Parkinson's Disease, but medications or surgery can provide symptomatic relief, the efficacy of which declines over time and which create significant side effects and co-morbidities, such as depression and dyskinesias. The most widely used treatment is L-dopa in various forms, which is converted to dopamine in the central nervous system. Current symptomatic treatments for Parkinson's Disease represent a multi-billion dollar market.

While medications can temporarily alleviate the symptoms of PD, they do not influence the degenerative process. Progressive loss of nigral dopaminergic (DA) neurons (the pathological hallmark of PD) results in progressive neurologic dysfunction and death. Glial cell line-derived neurotrophic factor (GDNF) was first identified based on its ability to promote the survival of embryonic DA neurons *in vitro*, and research has demonstrated beneficial effects of GDNF in animal models of PD. Recent evidence indicates that gene transfer via direct delivery of viral vectors may represent a superior approach for the treatment of PD with GDNF.

Based on the overwhelming preclinical data of GDNF protective effects on DA neurons, a series of preclinical and clinical studies conducted by third parties have consistently indicated that the infusion of GDNF protein into the brain is effective in Parkinson's Disease. Three clinical trials were performed with direct infusion into the putamen. Two of the studies (Bristol, UK and University of Kentucky) reported favorable clinical response (Gill et al., 2003, Patel et al., 2005, Slevin et al., 2005), and one sponsored by Amgen in the US was abandoned due to apparent lack of efficacy and the appearance of neutralizing antibodies to GDNF in some patients (Lang et al., 2006a). The outcome of these GDNF protein trials still remains controversial (Barker, 2006, Chebrolu et al., 2006, Lang et al., 2006a, Lang et al., 2006b, Penn et al., 2006, Slevin et al., 2006), but the consensus in the scientific community seems to be that the cannula used in the Amgen trial was not optimal, leading to a leakage of the protein into cerebrospinal fluid (CSF). Results from these early clinical trials with GDNF protein underscore the need for a clinical approach in which appropriate levels of GDNF are delivered accurately to the intended sites in the brain where the DA neurons and their terminals reside. Stereotactic parenchymal convection-enhanced delivery of viral vectors carrying the GDNF gene is more likely to achieve precise delivery.

PD is a progressive neurodegenerative disease that advances inexorably over a period of 10 to 30 years to disability and death. Medications, generally those aimed at ameliorating the known striatal dopamine deficiency, can provide substantial benefits for the cardinal symptoms of PD, namely resting tremor, rigidity, bradykinesia and postural instability. Unfortunately, the clinical response wanes over time and a variety of medication-related complications emerge including motor fluctuations, dyskinesias, short duration responses, and psychosis. Disease progression continues since dopamine replacement and other medical therapies have no impact on the underlying neurodegenerative process. Stereotactic deep brain stimulation has emerged as a rational treatment option, but this surgical approach is also symptomatic only and may be associated with serious adverse effects like stroke, hemorrhage, or infection, and hardware-related complications.

Overview of AMT-090 Program

Licensee's AMT-090 program seeks to introduce the gene encoding the GDNF protein to provide a consistent

supply of GDNF to the relevant areas of the brain. Our goal is to inject our AAV2 vector carrying the gene for GDNF into the brain to stop the progression of the disease and possibly measurable clinical and neuroimaging improvement. One of the key elements here is the MRI-guided convection enhanced delivery, which ensures for proper targeting of the vector.

Preclinical Development

Initial preclinical research was conducted in partnership with the University of Lund, Sweden, which established proof of concept in rodents. Moreover, the University of California San Francisco (UCSF) has conducted many studies consistently demonstrating a therapeutic effect of GDNF in rodents and primates. Key findings include:

- successful gene transfer with AAV2 in the Putamen of rats
- MRI-guided CED delivery of the AAV2 vector to the putamen in non-human primates resulted in GDNF expression in the putamen but also in the substantia nigra
- in a rat lesion model, AAV-GDNF delivery was able to protect neurons from degeneration
- in a primate lesion model, AAV-GDNF delivery was able to protect neurons from degeneration
- no toxicity was observed at any dose levels
- AAV-GDNF was therapeutic in rodent and primate models

Development Program

- Phase I Clinical Trial

uniQure has entered into an agreement with UCSF and the National Institute of Neurological Diseases and Stroke. Under this agreement, UCSF commenced a Phase I trial of an AAV2 glial cell line-derived neurotrophic factor (GDNF) treatment for Parkinson's Disease in May 2013. This trial is being funded by the National Institutes of Health. **Licensee** has an exclusive right from UCSF to obtain all data related to the program.

The trial includes [**] patients afflicted with advanced Parkinson's Disease (Hoehn and Yahr Stage III or IV off medication) with a Unified PD Rating Scale (UPDRS) (Fahn et al., 1987) total motor score ≥30 in the defined off state and a serum anti-AAV2 total antibody titer <1000.

The study will entail a Phase 1 single-center, open-label, dose escalation, safety and tolerability study of adeno-associated virus, serotype 2 vector (AAV2) containing human GDNF complementary DNA bilaterally delivered by MRI-guided convection-enhanced delivery (CED) to the putamen (450 µl per hemisphere) of the. Four escalating dose levels will be evaluated in the following dose cohorts ([**] patients per cohort): [**].

The trial's primary objectives are to assess the safety and tolerability of 4 different dose levels of AAV2-GDNF. The secondary objectives of the trial are to obtain preliminary data regarding the potential for clinical responses of the 4 dose levels tested by assessing the magnitude and variability of any treatment effects (via clinical, laboratory and neuroimaging studies).

- Future Clinical Development

Licensee intends to transition this program to our vector and manufacturing platforms and continue the clinical development program. Bridging of the vectors shall include at least testing in Parkinsonian primates and is anticipated to start [**] after the first injections in patients are performed. This will then be followed by a multicenter randomized (delayed) start, blinded, sham-controlled Phase 2 efficacy study of this experimental therapy with our vector. However, prior to finalizing the design of such a trial, **Licensee** propose sto conduct a preliminary clinical study that should provide critical information for translating the laboratory research to investigations involving human subjects and critical data for finalizing the ultimate efficacy trial protocol. The preliminary study will also allow us to develop the organizational and logistical processes that will be needed for the anticipated multicenter efficacy trial.

Summary of AMT-090 Clinical Development Program

- **uniQure has licensed the GDNF gene from Amgen**
- **Pre-clinical PoC studies have been conducted in rodents and non-human primates in partnership with the University of Lund (Sweden) and UCF**
- **A Phase I human trial in Parkinson's disease with AAV2 delivering GDNF has been initiated through a partnership with UCSF**
- **Initiation of first Phase I clinical trial or foreign equivalent — [**]**

Expected milestones

[**]

B) **Active Research Projects**

1. Huntington's Disease

Disease background: Huntington's Disease (HD) is a neurodegenerative genetic disorder that affects motor control and leads to cognitive decline and dementia. It typically becomes noticeable in middle age, but can begin at any age from infancy to old age. HD has a prevalence of around 1 affected individual in 100,000.

The mutated form of the protein huntingtin causes cellular dysfunction and death in a number of CNS sites but is most noticeable in the striatum and cortex. The mutation is caused by CAG repeats in the DNA of patients. The earliest features of HD are involuntary movements and irritability and a loss of executive function. This progresses over time and in the more advanced stages, the patient is demented and bed-bound. The disease is currently incurable with patients dying about 20-25 years after it begins.

Clinical need: The clinical need for these patients is high as there is no cure for the disease.

Feasibility

As the CAG repeats in the Huntingtin gene are the cause of the disease, downregulation of the expression of the CAG repeats is an option. Also rescuing the neurons from degeneration using GDNF is an option. Both options are currently under investigation. Replacing the gene is not an option as this is far too large to fit into an AAV vector.

Several transgenic mice models exist. Severity and time of onset are based on the number of CAG repeats in the model. Mostly used are the R6/1 and R6/2 transgenic models.

Preclinical work: Proof of concept using GDNF has been established in one laboratory. **Licensee** iscurrently trying to establish this with our own vector in the laboratory of Roger Barker.

Proof of concept with siRNA has been established in mice models and **Licensee** is in the process of implementing this into our studies.

Development overview to IMPD:

[**]

The proof of concept studies (*in vivo/ in vitro* work) will provide the first milestone (Go/No Go) for the project.

With regards to the siRNA approach to HD, vector generation & optimization will require an additional 9 months prior to any other activity. Then a similar development path to what is shown above will need to be followed.

It is **Licensee's** aim upon a successful PoC to develop this product further to a Phase I clinical investigation which should start [**].

Collaborators: Licensee is working together with Roger Barker (Cambridge University) on the use of GDNF to rescue neurons in Huntington models, based on a EUREKA grant. **Licensee** is also working together with Nicole Deglon (Lausanne University), Anna Skorupska (Lublin University) and Sebastian Kuegler (Gottingen University) in a Eurostars grant setting. Competition comes from siRNA companies.

Safety concerns: Potential safety concerns could be the complete downregulation of the Huntingtin gene, even though not fully supported by the Eurostars team. The use of GDNF could lead to side effects, such as weight loss.

IP: For GDNF, Licensee has a license from Amgen. For the siRNA work **Licensee** has a non-exclusive license from

Benitec.

2. Multiple System Atrophy

Disease Background: Multiple System Atrophy (MSA) is a sporadic neurodegenerative disease that is characterized by the presence of glial inclusion bodies, which stain positive for a synuclein. The clinical picture is that of parkinsonism, autonomic failure, cerebellar ataxia and pyramidal signs in differing combinations. Approximately 80% of patients present with predominantly parkinsonian features (MSA-P) manifesting in rapidly deteriorating akinesia, rigidity, postural instability and high pitched dysarthria. Most such patients do not exhibit the classic resting tremor of Parkinson's disease and virtually all develop frank dysautonomia in the course of the illness. The cause of the disease is not known.

Clinical need: Although a minority of patients may achieve modest benefit from dopaminergic therapy, there is no satisfactory treatment for the parkinsonian disabilities of MSA-P. Additionally, deep brain stimulation of the subthalamic nucleus has been of little or no value. Within 5 years of disease onset patients die so the clinical need is high for these patients.

Feasibility:

MSA is not a single monogenic disease, but may be treated with a single neuroprotective protein. In this case, this could be GDNF. Some transgenic animal models exist, all overexpressing the alpha-synuclein protein. The rationale to use GDNF (besides its general neuroprotective effect on neurons) is that both in patients and the transgenic mouse model, GDNF expression is downregulated. Introduction of an elevated level of GDNF may serve as the treatment. Read out parameters for the disease progression are all related to those of Parkinson's Disease. PoC has not yet been established, but is under investigation in the mouse model.

Development overview to IMPD:

[**]

The proof of concept studies (*in vivo/ in vitro* work) will provide the first milestone (Go/No Go) for the project.

It is our aim upon a successful PoC to develop this product further to a Phase I clinical investigation which should start [**].

Collaborators: Licensee is working together with Erwan Bezard (University of Bordeaux) and Olivier Rascol (University of Toulouse) who are together running the French reference center for MSA.

Safety Assessment: The use of GDNF could lead to side effects, such as weight loss. The exact mechanism through which the treatments would have its effect is not clear yet.

3. Hearing loss

Disease background: Hearing loss is a serious clinical problem. Underlying mechanisms for the loss of neurons in the cochlea can vary from ischemia, mechanical stress to toxic insults. The actual numbers of patients is not easy to define, but it could be rather large. When age-related hearing loss is also taken into account, this is no longer an orphan indication.

Clinical need: Patients with hearing loss could be helped with cochlear implants. However, progressive neurodegeneration is not stopped by that. There is high clinical need as there is no cure for the disease.

Feasibility:

Neuron function and survival is dependent on a delicate balance of neurotrophins. Following trauma or toxic insult to neurons, they may slowly die. To reverse this state of degeneration, it could be beneficial to supply the neurons with a neurotrophin such as GDNF. This neurotrophin has been shown to be able to

rescue neurons from degeneration in several models, including those of the substantia nigra and for instance motorneurons in the spinal cord after trauma.

Animal models are available and include for instance use of Kanamycin in cats, mice or guinea pigs. Also chemotherapeutic agents from the class of statins are used.

Preclinical work: Proof of concept using recombinant brain-derived neurotrophic factor (BDNF) and/or GDNF has been established. **Licensee** is currently trying to establish this with our own vector in the laboratory of Patricia Leake.

Cochlea of mice can be transduced to express a recombinant transgene.

Development overview to IMPD:

[**]

The proof of concept studies (*in vivo/ in vitro* work) will provide the first milestone (Go/No Go) for the project.

This new project has just been initiated upon a successful PoC it is our aim to develop this product further to a Phase I clinical trial, which should start by the [**].

Collaborators: Licensee is working together with Patricia Leake (University College of San Francisco) on the use of GDNF to rescue neurons in mouse and cat models. She is the investigator who developed the cochlear implant. This could also be included in the experimental plan.

Safety concerns: The use of GDNF could lead to side effects. Weight loss is not expected, but as the GDNF also has a neurotrophic effect, nerve fibers could sprout in an aberrant way possibly leading to incorrect connections.

IP: For GDNF, **Licensee** has a license from Amgen; the program as a whole is under investigation.

Exploratory Research Projects

The projects listed under this category in Table 1 above are not in active research yet, but are likely targets for our platform technology and are being assessed on feasibility before starting active bench work.

Confidential Materials omitted and filed separately with the
Securities and Exchange Commission. Double asterisks denote omissions.

PUBLIC HEALTH SERVICE

PATENT LICENSE AGREEMENT - ***EXCLUSIVE and NON-EXCLUSIVE***

COVER PAGE

For PHS internal use only:

License Number:
L-116-2011/0

License Application Number: A-063-2009

Serial Number(s) of Licensed Patent(s) or Patent Application(s):

[**]

Licensee: Amsterdam Molecular Therapeutics (AMT) B.V.

Cooperative Research and Development Agreement (CRADA) Number (if a subject invention): N/A

Additional Remarks: This Patent License Agreement will replace **PHS** license L-119-2007/0 and any amendments thereto.

Public Benefit(s): Commercialization of this technology will benefit the public health by providing AAV5 based gene therapies to treat diseases originated from the brain and liver.

This Patent License Agreement, hereinafter referred to as the "**Agreement**", consists of this Cover Page, an attached **Agreement**, a Signature Page, Appendix A (List of Patent(s) or Patent Application(s)), Appendix B (Fields of Use and Territory), Appendix C (Royalties), Appendix D (Benchmarks and Performance), Appendix E (Commercial Development Plan), Appendix F (Example Royalty Report), and Appendix G (Royalty Payment Options). The Parties to this **Agreement** are:

1) The National Institutes of Health ("**NIH**") or the Food and Drug Administration ("**FDA**"), hereinafter singly or collectively referred to as "**PHS**", agencies of the United States Public Health Service within the Department of Health and Human Services ("**HHS**"); and

2) The person, corporation, or institution identified above or on the Signature Page, having offices at the address indicated on the Signature Page, hereinafter referred to as "**Licensee**".

A-063-2009

CONFIDENTIAL

PHS PATENT LICENSE AGREEMENT - *EXCLUSIVE and NON-EXCLUSIVE*

PHS and **Licensee** agree as follows:

1. BACKGROUND

1.1 In the course of conducting biomedical and behavioral research, **PHS** investigators made inventions that may have commercial applicability.

1.2 By assignment of rights from **PHS** employees and other inventors, **HHS**, on behalf of the **Government**, owns intellectual property rights claimed in any United States or foreign patent applications or patents corresponding to the assigned inventions. **HHS** also owns any tangible embodiments of these inventions actually reduced to practice by **PHS**.

1.3 The Secretary of **HHS** has delegated to **PHS** the authority to enter into this **Agreement** for the licensing of rights to these inventions.

1.4 **PHS** desires to transfer these inventions to the private sector through commercialization licenses to facilitate the commercial development of products and processes for public use and benefit.

1.5 **Licensee** desires to acquire commercialization rights to certain of these inventions in order to develop processes, methods, or marketable products for public use and benefit.

2. DEFINITIONS

2.1 "**Affiliate(s)**" means a corporation or other business entity, which directly or indirectly is controlled by or controls, or is under common control with **Licensee**. For this purpose, the term "control" shall mean ownership of more than fifty percent (50%) of the voting stock or other ownership interest of the corporation or other business entity, or the power to elect or appoint more than fifty percent (50%) of the members of the governing body of the corporation or other business entity.

2.2 "**Benchmarks**" mean the performance milestones that are set forth in Appendix D.

2.3 "**Commercial Development Plan**" means the written commercialization plan attached as Appendix E.

2.4 "**Exempt Collaborator**" means a not-for-profit organization or academic institution that has entered into a formal collaboration and / or supply agreement with **Licensee** to conduct pre-clinical development and solely sponsor clinical trials of **Licensed Product**, excluding **Supplied Materials**, to treat an **Ultra-Orphan Indication**; in which **Licensee** may acquire clinical development and data for regulatory approval and sale of a **Licensed Product**.

2.5 "**First Commercial Sale**" means the initial transfer by or on behalf of **Licensee** or its sublicensees of **Licensed Products** or the initial practice of a **Licensed Process** by or on behalf of **Licensee** or its sublicensees in exchange for cash or some equivalent to which value can be assigned for the purpose of determining **Net Sales**.

2.6 "**Government**" means the Government of the United States of America.

2.7 "**Licensed Fields of Use**" means the fields of use a) and b) as identified in Appendix B.

2.8 "**Licensed Patent Rights**" shall mean:

(a) Patent applications (including provisional patent applications and PCT patent applications) or patents listed in Appendix A, all divisions and continuations of these applications, all patents issuing from these applications, divisions, and continuations, and any reissues, reexaminations, and extensions of these patents;

(b) to the extent that the following contain one or more claims directed to the invention or inventions disclosed in 2.8(a):

(i) continuations-in-part of 2.8(a);

(ii) all divisions and continuations of these continuations-in-part;

(iii) all patents issuing from these continuations-in-part, divisions, and continuations;

(iv) priority patent application(s) of 2.8(a); and

(v) any reissues, reexaminations, and extensions of these patents;

(c) to the extent that the following contain one or more claims directed to the invention or inventions disclosed in 2.8(a): all counterpart foreign and U.S. patent applications and patents to 2.8(a) and 2.8(b), including those listed in Appendix A; and

(d) **Licensed Patent Rights** shall not include 2.8(b) or 2.8(c) to the extent that they contain one or more claims directed to new matter which is not the subject matter disclosed in 2.8(a).

2.9 "**Licensed Processes**" means processes which, in the course of being practiced, would be within the scope of one or more claims of the **Licensed Patent Rights** that have not been held unpatentable, invalid or unenforceable by an unappealed or unappealable judgment of a court of competent jurisdiction.

2.10 "**Licensed Products**" means tangible materials which, in the course of manufacture, use, sale, or importation, would be within the scope of one or more claims of the **Licensed Patent Rights** that have not been held unpatentable, invalid or unenforceable by an unappealed or unappealable judgment of a court of competent jurisdiction.

2.11 "**Licensed Territory**" means the geographical area identified in Appendix B.

2.12 "**Marketing Approval**" means any and all approvals (including price and reimbursement approvals, if required), licenses, registrations, or authorizations of regulatory authorities in any country that are necessary for the manufacture, use, storage, import, transport and/or sale of a **Licensed Product** in the Licensed Fields of Use in such country.

2.13 "**Net Sales**" means the total gross receipts for sales of **Licensed Products** or practice of **Licensed Processes** by or on behalf of **Licensee** or its sublicensees, and from leasing, renting, or otherwise making **Licensed Products** available to others without sale or other dispositions, whether invoiced or not, less returns and allowances, packing costs, insurance costs, freight out, taxes or excise duties imposed on the transaction (if separately invoiced), and wholesaler and cash discounts in amounts customary in the trade to the extent actually granted. No deductions shall be made for commissions paid to individuals, whether they are with independent sales agencies or regularly employed by **Licensee**, or sublicensees, and on its payroll, or for the cost of collections.

2.14 "**Orphan Indication**" means a disease that affects less than two hundred thousand (200,000) people in the United States as defined by the Food and Drug Administration or five (5) in ten thousand (10,000) people in the European Union as defined by the European Medicines Agency.

2.15 "**Practical Application**" means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and in each case, under these conditions as to establish that the invention is being utilized and that its benefits are to the extent permitted by law or **Government** regulations available to the public on reasonable terms.

2.16 "**Research License**" means a nontransferable, nonexclusive license to make and to use **Licensed Products** or **Licensed Processes** as defined by the **Licensed Patent Rights** for purposes of research and not for purposes of commercial manufacture or distribution or in lieu of purchase.

2.17 "**Supplied Materials**" means [**]. Further, these **Supplied Materials** were supplied by **PHS** to **Licensee** under a Material Transfer Agreement.

2.18 "**Third Party Applicant**" shall mean any non-**Licensee** applicant from whom **PHS** receives a license application for **Licensed Patent Rights** in an indication for which proposed commercial development is not addressed in **Licensee**'s then current **Commercial Development Plan** outlined in Appendix E of this **Agreement**.

2.19 "**Ultra-Orphan Indication**" means a disease that affects less than one (1) in Fifty Thousand (50,000) people in the United States or the European Union.

3. GRANT OF RIGHTS

3.1 **PHS** hereby grants and **Licensee** accepts, subject to the terms and conditions of this **Agreement**, an exclusive license and non-exclusive license, as specified in Appendix B, under the **Licensed Patent Rights** in the **Licensed Territory** to make and have made, to use and have used, to sell and have sold, to offer to sell, and to import any **Licensed Products** in the **Licensed Fields of Use** and to practice and have practiced any **Licensed Processes** in the **Licensed Fields of Use**.

3.2 This **Agreement** confers no license or rights by implication, estoppel, or otherwise under any patent applications or patents of **PHS** other than the **Licensed Patent Rights** regardless of whether these patents are dominant or subordinate to the **Licensed Patent Rights**.

4. SUBLICENSING

4.1 Upon written approval, which shall include prior review of any sublicense agreement by **PHS** and which shall not be unreasonably withheld, **Licensee** may enter into sublicensing agreements under the **Licensed Patent Rights**.

4.2 **Licensee** agrees that any sublicenses granted by it shall provide that the obligations to **PHS** of Paragraphs 5.1-5.4, 8.1, 10.1, 10.2, 12.5, and 13.8-13.10 of this **Agreement** shall be binding upon the sublicensee as if it were a party to this **Agreement**. **Licensee** further agrees to attach copies of these Paragraphs to all sublicense agreements.

4.3 Any sublicenses granted by **Licensee** shall provide for the termination of the sublicense, or the conversion to a license directly between the sublicensees and **PHS**, at the option of the sublicensee, upon termination of this **Agreement** under Article 13. This conversion is subject to **PHS** approval (not to be unreasonably withheld) and contingent upon acceptance by the sublicensee of the remaining provisions of this **Agreement**.

4.4 **Licensee** agrees to forward to **PHS** a complete copy of each fully executed sublicense agreement postmarked within [**] days of the execution of the agreement. To the extent permitted by law, **PHS** agrees to maintain each sublicense agreement in confidence.

5. STATUTORY AND PHS REQUIREMENTS AND RESERVED GOVERNMENT RIGHTS

5.1 (a) **PHS** reserves on behalf of the **Government** an irrevocable, nonexclusive, nontransferable, royalty-free license for the practice of all inventions licensed under the **Licensed Patent Rights** throughout the world by or on behalf of the **Government** and on behalf of any foreign government or international organization pursuant to any existing or future treaty or agreement to which the **Government** is a signatory. Prior to the **First Commercial Sale**, **Licensee** agrees to provide **PHS** with reasonable quantities of **Licensed Products** or materials made through the **Licensed Processes** for **PHS** research use; and

(b) In the event that the **Licensed Patent Rights** are Subject Inventions made under a Cooperative Research and Development Agreement ("**CRADA**"), **Licensee** grants to the **Government**, pursuant to 15 U.S.C. §3710a(b)(l)(A), a nonexclusive, nontransferable, irrevocable, paid-up license to practice **Licensed Patent Rights** or have **Licensed Patent Rights** practiced throughout the world by or on behalf of the **Government**. In the exercise of this license, the **Government** shall not publicly disclose trade secrets or commercial or financial information that is privileged or confidential within the meaning of 5 U.S.C. §552(b)(4) or which would be considered as such if it had been obtained from a non-Federal party. Prior to the **First Commercial Sale**, **Licensee** agrees to provide **PHS** reasonable quantities of **Licensed Products** or materials made through the **Licensed Processes** for **PHS** research use.

5.2 **Licensee** agrees that products used or sold in the United States embodying **Licensed Products** or produced through use of **Licensed Processes** shall be manufactured substantially in the United States, unless a written waiver is obtained in advance from **PHS**.

5.3 **Licensee** acknowledges that **PHS** may enter into future **CRADAs** under the Federal Technology Transfer Act of 1986 that relate to the subject matter of this **Agreement**. **Licensee** agrees not to unreasonably deny requests for a **Research License** from future collaborators with **PHS** when acquiring these rights is necessary in order to make a **CRADA** project feasible. **Licensee** may request an opportunity to join as a party to the proposed **CRADA**.

5.4 (a) In addition to the reserved license of Paragraph 5.1, **PHS** reserves the right to grant **Research License**s directly or to require **Licensee** to grant **Research License**s on reasonable terms. The purpose of these **Research License**s is to encourage basic research, whether conducted at an academic or corporate facility. In order to safeguard the **Licensed Patent Rights**, however, **PHS** shall consult with **Licensee** before granting to commercial entities a **Research License** or providing to them research samples of materials made through the **Licensed Processes**; and

(b) In exceptional circumstances, and in the event that **Licensed Patent Rights** are Subject Inventions made under a **CRADA**, the **Government**, pursuant to 15 U.S.C. §3710a(b)(l)(B), retains the right to require the **Licensee** to grant to a responsible applicant a nonexclusive, partially exclusive, or exclusive sublicense to use the **Licensed Patent Rights** in the **Licensed Field of Use** on terms that are reasonable under the circumstances, or if **Licensee** fails to grant this license, the **Government** retains the right to grant the license itself. The exercise of these rights by the **Government** shall only be in exceptional circumstances and only if the **Government** determines:

(i) the action is necessary to meet health or safety needs that are not reasonably satisfied by **Licensee**;

(ii) the action is necessary to meet requirements for public use specified by Federal regulations, and these requirements are not reasonably satisfied by the **Licensee**; or

(iii) the **Licensee** has failed to comply with an agreement containing provisions described in 15 U.S.C. §3710a(c)(4)(B); and

(c) The determination made by the **Government** under this Paragraph 5.4 is subject to administrative appeal and judicial review under 35 U.S.C. §203(b).

6. ROYALTIES AND REIMBURSEMENT

6.1 **Licensee** agrees to pay **PHS** a noncreditable, nonrefundable license issue royalty as set forth in Appendix C.

6.2 **Licensee** agrees to pay **PHS** a nonrefundable minimum annual royalty as set forth in Appendix C.

6.3 Unless otherwise exempted in Paragraphs 6.13-6.19, **Licensee** agrees to pay **PHS** earned royalties as set forth in Appendix C.

6.4 Unless otherwise exempted in Paragraphs 6.13-6.19, **Licensee** agrees to pay **PHS** benchmark royalties as set forth in Appendix C.

6.5 **Licensee** agrees to pay **PHS** sublicensing royalties as set forth in Appendix C.

6.6 A patent or patent application licensed under this **Agreement** shall cease to fall within the **Licensed Patent Rights** for the purpose of computing earned royalty payments in any given country on the earliest of the dates that:

(a) the application has been abandoned and not continued;

(b) the patent expires or irrevocably lapses, or

(c) the patent has been held to be invalid or unenforceable by an unappealed or unappealable decision of a court of competent jurisdiction or administrative agency.

6.7 No multiple royalties shall be payable because any **Licensed Products** or **Licensed Processes** are covered by more than one of the **Licensed Patent Rights**. In the event that this **Agreement** and **PHS** license L-107-2007/0 as amended from time to time apply to the same product sold by the **Licensee** or its sublicensees then the **Licensee** shall only pay earned royalties and benchmark royalties under this **Agreement**.

6.8 On sales of **Licensed Products** by **Licensee** to sublicensees or on sales made in other than an arms-length transaction, the value of the **Net Sales** attributed under this Article 6 to this transaction shall be that which would have been received in an arms-length transaction, based on sales of like quantity and quality products on or about the time of this transaction.

6.9 With regard to unreimbursed expenses associated with the preparation, filing, prosecution, and maintenance of all patent applications and patents included within the **Licensed Patent Rights** and

paid by **PHS** prior to the effective date of this **Agreement**. **Licensee** shall pay **PHS**, as an additional royalty, on or before March 1, 2012, and upon **PHS**' submission of a statement and request for payment to **Licensee**, an amount equivalent to these unreimbursed expenses previously paid by **PHS**, the total amount should not exceed [**] U.S. dollars ($[**]). If this **Agreement** is terminated by **Licensee** on or before March 1, 2012, **Licensee** agrees to pay the amount in full within [**] days before termination.

6.10 With regard to unreimbursed expenses associated with the preparation, filing, prosecution, and maintenance of all patent applications and patents included within the **Licensed Patent Rights** and paid by **PHS** on or after the effective date of this **Agreement**. **PHS**, at its sole option, may require **Licensee**:

(a) to pay **PHS** on an annual basis, within [**] days of **PHS**' submission of a statement and request for payment, a royalty amount equivalent to these unreimbursed expenses paid during the previous calendar year;

(b) to pay these unreimbursed expenses directly to the law firm employed by **PHS** to handle these functions. However, in this event, **PHS** and not **Licensee** shall be the client of the law firm; or

(c) in limited circumstances, **Licensee** may be given the right to assume responsibility for the preparation, filing, prosecution, or maintenance of any patent application or patent included with the **Licensed Patent Rights**. In that event, **Licensee** shall directly pay the attorneys or agents engaged to prepare, file, prosecute, or maintain these patent applications or patents and shall provide **PHS** with copies of each invoice associated with these services as well as documentation that these invoices have been paid.

6.11 **PHS** agrees, upon written request, to provide **Licensee** with summaries of patent prosecution invoices for which **PHS** has requested payment from the **Licensee** under Paragraphs 6.9 and 6.10. **Licensee** agrees that all information provided by **PHS** related to patent prosecution costs shall be treated as confidential commercial information and shall not be released to a third party except as required by law or a court of competent jurisdiction.

6.12 **Licensee** may elect to surrender its rights in any country of the **Licensed Territory** under any of the **Licensed Patent Rights** upon [**] days written notice to **PHS** and owe no payment obligation under Paragraph 6.10 for patent-related expenses paid in that country after [**] days of the effective date of the written notice.

6.13 Exemption for **Ultra-Orphan Indication** Research

(a) **Licensee** shall be permitted, upon **PHS** consent, (not to be unreasonably withheld), to manufacture and supply **Licensed Product**, excluding **Supplied Materials**, to an **Exempt Collaborator** for use solely in pre-clinical and clinical development to treat an **Ultra-Orphan Indication**. Prior to commencement of manufacturing of **Licensed Product** for an Exempt Collaborator, **Licensee** shall request permission in writing and must obtain written consent from **PHS**. Additional documentation to establish an **Exempt Collaborator** may be required by **PHS**.

(b) For avoidance of doubt, **Licensee** shall retain **Supplied Materials** and shall not release **Supplied Materials** alone to an **Exempt Collaborator**.

(c) Upon receipt of written consent from **PHS** for manufacturing of a **Licensed Product** for an **Exempt Collaborator**. **Licensee** shall not be obligated to pay **Benchmark** royalties

which would have been payable under **Appendix C**, Section IV for **Benchmarks** triggered by clinical trials solely sponsored by the **Exempt Collaborator** until such time as **Licensee** exercises its option to acquire the clinical development from the **Exempt Collaborator**.

(d) Upon acquisition of the clinical development from an **Exempt Collaborator**. **Licensee** shall pay **PHS** royalties which become payable from that point onwards in accordance with **Appendix C**, Section IV. **Licensee** must inform **PHS** in writing within [**] days of **Licensee**'s decision to acquire or not acquire clinical development from the **Exempt Collaborator.**

(e) For avoidance of doubt, **PHS** shall consider **Licensee**'s sponsorship or co-sponsorship of a clinical trial or regulatory submission for a **Licensed Product** to treat an **Ultra-Orphan Indication** as an acquisition of clinical development from an **Exempt Collaborator**.

(f) Earned royalty payments on **Net Sales** specified in **Appendix C**, Section III shall not be applicable to **Licensed Product** manufactured for research and clinical trials conducted by an **Exempt Collaborator** approved by **PHS** per Paragraph 6.13.

(g) In lieu of earned royalty payments, **Licensee** shall pay **PHS** a royalty payment of [**] U.S. dollars ($[**]) for each collaboration approved by **PHS** with an **Exempt Collaborator**. Such royalty shall be due within [**] days of the date of **PHS** written consent per Paragraph 6.13. In the event that several licenses granted by **PHS** to the **Licensee** apply to the same product, only a single payment of $[**] will be payable per collaboration.

7. PATENT FILING, PROSECUTION, AND MAINTENANCE

7.1 Except as otherwise provided in this Article 7, **PHS** agrees to take responsibility for, but to consult with, the **Licensee** in the preparation, filing, prosecution, and maintenance of any and all patent applications or patents included in the **Licensed Patent Rights** and shall furnish copies of relevant patent-related documents to **Licensee**.

7.2 Upon **PHS**' written request, **Licensee** shall assume the responsibility for the preparation, filing, prosecution, and maintenance of any and all patent applications or patents included in the **Licensed Patent Rights** and shall, on an ongoing basis, promptly furnish copies of all patent-related documents to **PHS**. In this event, **Licensee** shall, subject to the prior approval of **PHS** , select registered patent attorneys or patent agents to provide these services on behalf of **Licensee** and **PHS**. **PHS** shall provide appropriate powers of attorney and other documents necessary to undertake this action to the patent attorneys or patent agents providing these services. **Licensee** and its attorneys or agents shall consult with **PHS** in all material aspects of the preparation, filing, prosecution and maintenance of patent applications and patents included within the **Licensed Patent Rights** and shall provide **PHS** sufficient opportunity to comment on any document that **Licensee** intends to file or to cause to be filed with the relevant intellectual property or patent office.

7.3 At any time, **PHS** may provide **Licensee** with written notice that **PHS** wishes to assume control of the preparation, filing, prosecution, and maintenance of any and all patent applications or patents included in the **Licensed Patent Rights** such that the terms of Paragraph 7.1 shall then apply. If **PHS** elects to reassume these responsibilities, **Licensee** agrees to cooperate fully with **PHS**, its attorneys, and agents in the preparation, filing, prosecution, and maintenance of any and all patent applications or patents included in the **Licensed Patent Rights** and to provide **PHS** with complete copies of any and all documents or other materials that **PHS** deems necessary to undertake such responsibilities. **Licensee** shall be responsible for all costs associated with transferring patent prosecution responsibilities to an attorney or agent of **PHS**' choice.

7.4 Each party shall promptly inform the other as to all matters that come to its attention that may materially affect the preparation, filing, prosecution, or maintenance of the **Licensed Patent Rights** and permit each other to provide comments and suggestions with respect to the preparation, filing, prosecution, and maintenance of **Licensed Patent Rights**, which comments and suggestions shall be considered by the other party .

8. RECORD KEEPING

8.1 **Licensee** agrees to keep accurate and correct records of **Licensed Products** made, used, sold, or imported and **Licensed Processes** practiced under this **Agreement** appropriate to determine the amount of royalties due **PHS**. These records shall be retained for at least [**] years following a given reporting period and shall be available during normal business hours for inspection, at the expense of **PHS**, by an accountant selected by **PHS** for the sole purpose of verifying reports and royalty payments hereunder. The accountant shall only disclose to **PHS**

information relating to the accuracy of reports and royalty payments made under this **Agreement**. Such inspections may be made no more than [**], with reasonable efforts to minimize disruption of **Licensee**'s normal business activities. Such records for any particular calendar quarter shall be subject to no more than [**]. If an inspection shows an underreporting or underpayment in excess of [**] percent ([**]%) for any [**] period, then **Licensee** shall reimburse **PHS** for the cost of the inspection at the time **Licensee** pays the unreported royalties, including any additional royalties as required by Paragraph 9.8. All royalty payments required under this Paragraph shall be due within [**] days of the date **PHS** provides **Licensee** notice of the payment due.

9. REPORTS ON PROGRESS, BENCHMARKS, SALES, AND PAYMENTS

9.1 Prior to signing this **Agreement**, **Licensee** has provided **PHS** with the **Commercial Development Plan** in Appendix E, under which **Licensee** intends to bring the subject matter of the **Licensed Patent Rights** to the point of **Practical Application**. This **Commercial Development Plan** is hereby incorporated by reference into this **Agreement**. Based on this plan, performance **Benchmarks** are determined as specified in Appendix D.

9.2 **Licensee** shall provide written annual reports on its product development progress or efforts to commercialize under the **Commercial Development Plan** for each of the **Licensed Fields of Use** within [**] days after December 31 of each calendar year. These progress reports shall include, but not be limited to: progress on research and development, status of applications for regulatory approvals, manufacturing, sublicensing, marketing, importing, and sales during the preceding calendar year, as well as, plans for the present calendar year. **PHS** also encourages these reports to include information on any of **Licensee**'s public service activities that relate to the **Licensed Patent Rights**. If reported progress differs from that projected in the **Commercial Development Plan** and **Benchmarks**, **Licensee** shall explain the reasons for these differences. In the annual report, **Licensee** may propose amendments to the **Commercial Development Plan**, acceptance of which by **PHS** may not be denied unreasonably. **Licensee** agrees to provide any additional information reasonably required by **PHS** to evaluate **Licensee**'s performance under this **Agreement**. **Licensee** may amend the Benchmarks at any time upon written approval by **PHS**. **PHS** shall not unreasonably withhold approval of any request of **Licensee** to extend the time periods of this schedule if the request is supported by a reasonable showing by **Licensee** of diligence in its performance under the **Commercial Development Plan** and toward bringing the **Licensed Products** to the point of **Practical Application** as defined in 37 C.F.R. §404.3(d). **Licensee** shall amend the **Commercial Development Plan** and **Benchmarks** at the request of **PHS** to address any **Licensed Fields of Use** not specifically addressed in the plan originally submitted.

9.3 **Licensee** shall report to **PHS** the dates for achieving **Benchmarks** specified in Appendix D and the **First Commercial Sale** in each country in the **Licensed Territory** within [**] days of such occurrences.

9.4 **Licensee** shall submit to **PHS**, within [**] days after each calendar half-year ending June 30 and December 31, a royalty report, as described in the example in Appendix F, setting forth for the preceding half-year period the amount of the **Licensed Products** sold or **Licensed Processes** practiced by or on behalf of **Licensee** in each country within the **Licensed Territory**, the **Net Sales**, and the amount of royalty accordingly due. With each royalty report, **Licensee** shall submit payment of earned royalties due. If no earned royalties are due to **PHS** for any reporting period, the written report shall so state. The royalty report shall be certified as correct by an authorized officer of **Licensee** and shall include a detailed listing of all deductions made under Paragraph 2.13 to determine **Net Sales** made under Article 6 to determine royalties due.

9.5 **Licensee** agrees to forward semi-annually to **PHS** a copy of these reports received by **Licensee** from its sublicensees during the preceding half-year period as shall be pertinent to a royalty accounting to **PHS** by **Licensee** for activities under the sublicense.

9.6 Royalties due under Article 6 shall be paid in U.S. dollars and payment options are listed in Appendix G. For conversion of foreign currency to U.S. dollars, the conversion rate shall be the New York foreign exchange rate quoted in *The Wall Street Journal* on the day that the payment is due. Any loss of exchange, value, taxes, or other expenses incurred in the transfer or conversion to U.S. dollars shall be paid entirely by **Licensee**. The royalty report required by Paragraph 9.4 shall be mailed to **PHS** at its address for **Agreement** Notices indicated on the Signature Page.

9.7 **Licensee** shall be solely responsible for determining if any tax on royalty income is owed outside the United States and shall pay the tax and be responsible for all filings with appropriate agencies of foreign governments.

9.8 Additional royalties may be assessed by **PHS** on any payment that is more than [**] days overdue at the rate of [**] percent ([**]%) per month. This [**] percent ([**]%) per month rate may be applied retroactively from the original due date until the date of receipt by **PHS** of the overdue payment and additional royalties. The payment of any additional royalties shall not prevent **PHS** from exercising any other rights it may have as a consequence of the lateness of any payment.

9.9 All plans and reports required by this Article 9 and marked "confidential" by **Licensee** shall, to the extent permitted by law, be treated by **PHS** as commercial and financial information obtained from a person and as privileged and confidential, and any proposed disclosure of these records by the **PHS** under the Freedom of Information Act (FOIA), 5 U.S.C. §552 shall be subject to the predisclosure notification requirements of 45 C.F.R. §5.65(d).

9.10 In the event **PHS** receives a license application from a **Third Party Applicant** for commercial development of one or more **Licensed Products** or **Licensed Processes** in the exclusive **Licensed Fields of Use**, as they pertain to **Licensed Patent Rights** for which the proposed commercial development is not specifically addressed in **Licensee**'s then-current **Commercial Development Plan** ("**Third Party Applications**"), **PHS** shall notify **Licensee**, in writing, of the existence of the **Third Party Applicant**'s license application. Upon receipt of the written notice, **Licensee** shall respond in writing by either: (a) amending its **Commercial Development Plan** within [**] days in a manner acceptable to **PHS** to include a clinical research and development program for the proposed commercial development of the **Third Party Applications** including revised Benchmarks to be incorporated into Appendix E, and acceptance of the amendment to the **Commercial Development Plan** by **PHS** shall take into account if **Licensee** has already carried out work in respect of such **Third Party Applications** prior to notification by **PHS** ; or (b) amending its **Commercial**

Development Plan within [**] days (or such longer period agreed by **Licensee** and such **Third Party Applicant**) in a manner acceptable to **PHS** to include a joint pre-clinical research and development program with the **Third Party Applicant** for the proposed commercial development of the **Third Party Applications** ; or (c) granting an exclusive or non-exclusive sublicense under commercially reasonable terms to the **Third Party Applicant** under **Licensed Patent Rights** in respect of the **Third Party Applications** within [**] days (or such longer period agreed by **Licensee** and such **Third Party Applicant**); or both (b) and (c). If **Licensee** does not respond to the written notice as described in this Paragraph 9.10, and after [**] days of final notice being sent to **Licensee**, **PHS** may remove the **Licensed Products** or **Licensed Processes** in respect of the **Third Party Applications** from the exclusive Licensed Field of Use in this **Agreement**, and **PHS** shall be free to grant a license to the **Third Party Applicant** under the **Licensed Patent Rights** in respect of the **Third Party Applications**.

10. PERFORMANCE

10.1 **Licensee** shall use its reasonable commercial efforts to bring the **Licensed Products** and **Licensed Processes** to **Practical Application**. "Reasonable commercial efforts" for the purposes of this provision shall include adherence to the **Commercial Development Plan** in Appendix E and performance of the **Benchmarks** in Appendix D. The efforts of a sublicensee shall be considered the efforts of **Licensee**.

10.2 Upon the **First Commercial Sale**, until the expiration or termination of this **Agreement**, **Licensee** shall use its reasonable commercial efforts to make **Licensed Products** and **Licensed Processes** reasonably accessible to the United States public.

10.3 **Licensee** agrees, after its **First Commercial Sale**, to make reasonable quantities of **Licensed Products** or materials produced through the use of **Licensed Processes** available to patient assistance programs at cost. Patient assistance programs are programs run by pharmaceutical companies to provide free medications to people who cannot afford to buy their medicine. For each indication in each calendar year, the quantity of **Licensed Products** to be made available under this provision available to patient assistance programs at cost shall be defined as the higher of: (i) the maximum quantity of **Licensed Products** for such indication that was available in the previous calendar year (whether or not such **Licensed Products** were actually supplied); and (ii) [**] percent of the total number of **Licensed Products** for such indication prescribed within the United States and its dependant territories in the previous calendar year.

10.4 **Licensee** agrees, after its **First Commercial Sale** in a country in the **Licensed Territory** and as part of its marketing and product promotion in such country, to develop educational materials (e.g., brochures, website, etc.) directed to patients and physicians in that country detailing the **Licensed Products** or medical aspects of the prophylactic and therapeutic uses of the **Licensed Products** to the extent permitted by law in such country.

10.5 **Licensee** agrees to supply, upon request, to the Mailing Address for **Agreement** Notices indicated on the Signature Page, the Office of Technology Transfer, **NIH** with inert samples of the **Licensed Products** or **Licensed Processes** or their packaging for educational and display purposes only

11. INFRINGEMENT AND PATENT ENFORCEMENT

11.1 **PHS** and **Licensee** agree to notify each other promptly of each infringement or possible infringement of the **Licensed Patent Rights**, as well as, any facts which may materially affect the validity, scope, or enforceability of the **Licensed Patent Rights** of which either party becomes aware.

11.2 Pursuant to this **Agreement** and the provisions of 35 U.S.C. Part 29. **Licensee** may in accordance with the provisions of Paragraph 11.3:

(a) bring suit in its own name, at its own expense, and on its own behalf for infringement of presumably valid claims in the **Licensed Patent Rights**;

(b) in any suit, enjoin infringement and collect for its use, damages, profits, and awards of whatever nature recoverable for the infringement; or

(c) settle any claim or suit for infringement of the **Licensed Patent Rights** .provided, however, that **PHS** and appropriate Government authorities shall have the first right to take such actions.

11.3 If **Licensee** desires to initiate a suit for patent infringement, **Licensee** shall notify **PHS** in writing. If **PHS** does not notify **Licensee** of its intent to pursue legal action within [**] days, **Licensee** shall be free to initiate suit. **PHS** shall have a continuing right to intervene in the suit. **Licensee** shall take no action to compel the **Government** either to initiate or to join in any suit for patent infringement. **Licensee** may request the **Government** to initiate or join in any suit if necessary to avoid dismissal of the suit Should the **Government** be made a party to any suit by motion or any other action of **Licensee**, **Licensee** shall reimburse the **Government** for any costs, expenses, or fees which the Government incurs as a result of the motion or other action. In all cases, **Licensee** agrees to keep **PHS** reasonably apprised of the status and progress of any litigation. Before **Licensee** commences an infringement action, **Licensee** shall notify **PHS** and give careful consideration to the views of **PHS** and to any potential effects of the litigation on the public health in deciding whether to bring suit.

11.4 In the event that a declaratory judgment action alleging invalidity or non-infringement of any of the **Licensed Patent Rights** shall be brought against **Licensee** or raised by way of counterclaim or affirmative defense in an infringement suit brought by **Licensee** under Paragraph 11.3, pursuant to this **Agreement** and the provisions of 35 U.S.C. Part 29 or other statutes, **Licensee** may:

(a) defend the suit in its own name, at its own expense, and on its own behalf for presumably valid claims in the **Licensed Patent Rights**;

(b) in any suit, ultimately to enjoin infringement and to collect for its use, damages, profits, and awards of whatever nature recoverable for the infringement; and

(c) settle any claim or suit for declaratory judgment involving the **Licensed Patent Rights**-provided, however, that **PHS** and appropriate **Government** authorities shall have the first right to take these actions and shall have a continuing right to intervene in the suit; and

(d) If **PHS** does not notify Licensee of its intent to respond to the legal action within a reasonable time, **Licensee** shall be free to do so. **Licensee** shall take no action to compel the **Government** either to initiate or to join in any declaratory judgment action. **Licensee** may

request the **Government** to initiate or to join any suit if necessary to avoid dismissal of the suit. Should the **Government** be made a party to any suit by motion or any other action of **Licensee**, **Licensee** shall reimburse the **Government** for any costs, expenses, or fees, which the **Government** incurs as a result of the motion or other action. If **Licensee** elects not to defend against the declaratory judgment action, **PHS**, at its option, may do so at its own expense. In all cases, **Licensee** agrees to keep **PHS** reasonably apprised of the status and progress of any litigation. Before **Licensee** commences an infringement action,

Licensee shall notify **PHS** and give careful consideration to the views of **PHS** and to any potential effects of the litigation on the public health in deciding whether to bring suit.

11.5 In any action under Paragraphs 11.2, 11.3 or 11.4 the expenses including costs, fees, attorney fees, and disbursements, shall be paid by **Licensee**. The value of any recovery made by **Licensee** through court judgment or settlement shall be treated as **Net Sales** and subject to earned royalties.

11.6 **PHS** shall cooperate fully with **Licensee** in connection with any action under Paragraphs 11.2, 11.3 or 11.4. **PHS** agrees promptly to provide access to all necessary documents and to render reasonable assistance in response to a request by **Licensee**.

12. NEGATION OF WARRANTIES AND INDEMNIFICATION

12.1 **PHS** offers no warranties other than those specified in Article 1.

12.2 **PHS** does not warrant the validity of the **Licensed Patent Rights** and makes no representations whatsoever with regard to the scope of the **Licensed Patent Rights**, or that the **Licensed Patent Rights** may be exploited without infringing other patents or other intellectual property rights of third parties.

12.3 **PHS** MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY SUBJECT MATTER DEFINED BY THE CLAIMS OF THE **LICENSED PATENT RIGHTS** OR TANGIBLE MATERIALS RELATED THERETO.

12.4 **PHS** does not represent that it shall commence legal actions against third parties infringing the **Licensed Patent Rights**.

12.5 **Licensee** shall indemnify and hold **PHS**, its employees, students, fellows, agents, and consultants harmless from and against all liability, demands, damages, expenses, and losses, including but not limited to death, personal injury, illness, or property damage in connection with or arising out of:

(a) the use by or on behalf of **Licensee**, its sublicensees, directors, employees, or third parties of any **Licensed Patent Rights**; or

(b) the design, manufacture, distribution, or use of any **Licensed Products**, **Licensed Processes** or materials by **Licensee**, or other products or processes developed in connection with or arising out of the **Licensed Patent Rights**.

12.6 **Licensee** agrees to maintain a liability insurance program consistent with sound business practice.

13. TERM, TERMINATION, AND MODIFICATION OF RIGHTS

13.1 This **Agreement** is effective when signed by all parties, unless the provisions of Paragraph 14.16 are not fulfilled, and shall extend to the expiration of the last to expire of the **Licensed Patent Rights** unless sooner terminated as provided in this Article 13.

13.2 In the event that **Licensee** is in default in the performance of any material obligations under this **Agreement**, including but not limited to the obligations listed in Paragraph 13.5, and if the default has not been remedied within [**] days after the date of notice in writing of the default, **PHS** may terminate this **Agreement** by written notice and pursue outstanding royalties owed through procedures provided by the Federal Debt Collection Act.

13.3 In the event that **Licensee** becomes insolvent, files a petition in bankruptcy, has such a petition filed against it that is not discharged within ninety (90) days, determines to file a petition in bankruptcy, **Licensee** shall immediately notify **PHS** in writing. Furthermore, **PHS** shall have the right to terminate this **Agreement** immediately upon **Licensee**'s receipt of written notice.

13.4 **Licensee** shall have a unilateral right to terminate this **Agreement** or any licenses in any country or territory by giving **PHS** sixty (60) days written notice to that effect.

13.5 **PHS** shall specifically have the right to terminate or modify, at its option, this **Agreement**, if **PHS** determines that the **Licensee**:

(a) is not executing the **Commercial Development Plan** submitted with its request for a license and the **Licensee** cannot otherwise demonstrate to **PHS**' satisfaction that the **Licensee** has taken, or can be expected to take within a reasonable time, effective steps to achieve **Practical Application** of the **Licensed Products** or **Licensed Processes**;

(b) has not achieved the **Benchmarks** as may be modified under Paragraph 9.2;

(c) has willfully made a false statement of, or willfully omitted a material fact in the license application or in any report required by this **Agreement**;

(d) has committed a material breach of a covenant or agreement contained in this **Agreement**;

(e) is not keeping **Licensed Products** in a commercially reasonable manner available to the public after commercial use commences;

(f) cannot reasonably satisfy unmet health and safety needs; or

(g) cannot reasonably justify a failure to comply with the domestic production requirement of Paragraph 5.2 unless waived.

13.6 In making the determination referenced in Paragraph 13.5, **PHS** shall take into account (a) the normal course of such commercial development programs relating to gene therapy conducted with sound and reasonable business practices and judgment, (b) regulatory considerations, and the annual reports submitted by **Licensee** under Paragraph 9.2. Prior to invoking termination or modification of this **Agreement** under Paragraph 13.5, **PHS** shall give written notice to **Licensee** providing **Licensee** specific notice of, and a [**] day opportunity to respond to, **PHS**' concerns as to the items referenced in 13.5(a)-13.5(g). If **Licensee** fails to alleviate **PHS**' concerns as to the items referenced in 13.5(a)-13.5(g) or fails to initiate corrective action to **PHS**' reasonable satisfaction, **PHS** may terminate this **Agreement**.

13.7 When the public health and safety so require, and after written notice to **Licensee** providing **Licensee** a [**] day opportunity to respond, **PHS** shall have the right to require **Licensee** to grant sublicenses to responsible applicants, on reasonable terms, in any **Licensed Fields of Use** under the **Licensed Patent Rights**, unless **Licensee** can reasonably demonstrate that the granting of the sublicense would not materially increase the availability to the public of the subject matter of the **Licensed Patent Rights**. **PHS** shall not require the granting of a sublicense unless the responsible applicant has first negotiated in good faith with **Licensee**.

13.8 **PHS** reserves the right according to 35 U.S.C. 5209(d)(3) to terminate or modify this **Agreement** if it is determined that this action is necessary to meet the requirements for public use specified by federal regulations issued after the date of the license and these requirements are not reasonably satisfied by **Licensee**.

13.9 Within [**] days of receipt of written notice of **PHS**' unilateral decision to modify or terminate this **Agreement**, **Licensee** may, consistent with the provisions of 37 C.F.R. §404.11, appeal the decision by written submission to the designated **PHS** official. The decision of the designated **PHS** official shall be the final agency decision. **Licensee** may thereafter exercise any and all administrative or judicial remedies that may be available.

13.10 Within [**] days of expiration or termination of this **Agreement** under this Article 13, a final report shall be submitted by **Licensee**. Any royalty payments, including those incurred but not yet paid (such as the full minimum annual royalty), and those related to patent expense, due to **PHS** shall become immediately due and payable upon termination or expiration. If terminated under this Article 13, sublicensees may elect to convert their sublicenses to direct licenses with **PHS** pursuant to Paragraph 4.3. Unless otherwise specifically provided for under this **Agreement**, upon termination or expiration of this **Agreement**, **Licensee** shall return all **Licensed Products** or other materials included within the **Licensed Patent Rights** to **PHS** or provide **PHS** with certification of the destruction thereof. **Licensee** may not be granted additional **PHS** licenses if the final reporting requirement is not fulfilled.

14. GENERAL PROVISIONS

14.1 Neither party may waive or release any of its rights or interests in this **Agreement** except in writing. The failure of a party to assert a right hereunder or to insist upon compliance with any term or condition of this **Agreement** shall not constitute a waiver of that right by that party or excuse a similar subsequent failure to perform any of these terms or conditions by the other party.

14.2 This **Agreement** constitutes the entire agreement between the parties relating to the subject matter of the **Licensed Patent Rights**, **Licensed Products** and **Licensed Processes**, and all prior negotiations, representations, agreements, and understandings are merged into, extinguished by, and completely expressed by this **Agreement**.

14.3 The provisions of this **Agreement** are severable, and in the event that any provision of this **Agreement** shall be determined to be invalid or unenforceable under any controlling body of law, this determination shall not in any way affect the validity or enforceability of the remaining provisions of this **Agreement**.

14.4 If either party desires a modification to this **Agreement**, the parties shall, upon reasonable notice of the proposed modification by the party desiring the change, confer in good faith to determine the desirability of the modification. No modification shall be effective until a written amendment is signed by the signatories to this **Agreement** or their designees.

14.5 The construction, validity, performance, and effect of this **Agreement** shall be governed by Federal law as applied by the Federal courts in the District of Columbia.

14.6 All **Agreement** notices required or permitted by this **Agreement** shall be given by prepaid, first class, registered or certified mail or by an express/overnight delivery service provided by a commercial carrier, properly addressed to the other party at the address designated on the following Signature Page, or to another address as may be designated in writing by the other party. **Agreement** notices shall be considered timely if the notices are received on or before the established deadline date or sent on or before the deadline date as verifiable by Postal Service postmark or dated receipt from a commercial carrier. Parties should request a legibly dated Postal Service postmark or obtain a dated receipt from a commercial carrier or the Postal Service. Private metered postmarks shall not be acceptable as proof of timely mailing. Notices can also be sent by an email, or a fax.

14.7 This **Agreement** shall not be assigned or otherwise transferred (including any transfer by legal process or by operation of law, and any transfer in bankruptcy or insolvency, or in any other compulsory procedure or order of court) except to **Licensee's Affiliate(s)** without the prior written consent of **PHS**. The parties agree that the identity of the parties is material to the formation of this **Agreement** and that the obligations under this **Agreement** are nondelegable. In the event that **PHS** approves a proposed assignment, **Licensee** shall pay **PHS**, as an additional royalty,

[**] percent ([**]%) of the fair market value of any consideration received for any assignment of this **Agreement** within [**] days of the assignment.

14.8 **Licensee** agrees in its use of any **PHS**-supplied materials to comply with all applicable statutes, regulations, and guidelines, including **PHS** and **HHS** regulations and guidelines. **Licensee** agrees not to use the materials for research involving human subjects or clinical trials in the United States without complying with 21 C.F.R. Part 50 and 45 C.F.R. Part 46. **Licensee** agrees not to use the materials for research involving human subjects or clinical trials outside of the United States without notifying **PHS**, in writing, of the research or trials and complying with the applicable regulations of the appropriate national control authorities. Written notification to **PHS** of research involving human subjects or clinical trials outside of the United States shall be given no later than [**] days prior to commencement of the research or trials.

14.9 **Licensee** acknowledges that it is subject to and agrees to abide by the United States laws and regulations (including the Export Administration Act of 1979 and Arms Export Control Act) controlling the export of technical data, computer software, laboratory prototypes, biological material, and other commodities. The transfer of these items may require a license from the appropriate agency of the U.S. Government or written assurances by **Licensee** that it shall not export these items to certain foreign countries without prior approval of this agency. **PHS** neither represents that a license is or is not required or that, if required, it shall be issued.

14.10 To the extent practicable and allowed by law and regulation, **Licensee** agrees to mark the **Licensed Products** or their packaging sold in the United States with all applicable U.S. patent numbers and similarly to indicate "Patent Pending" status. All **Licensed Products** manufactured in, shipped to, or sold in other countries shall be, to the extent practicable and allowed by law and regulation in such countries, marked in a manner to preserve **PHS** patent rights in those countries.

14.11 By entering into this **Agreement**, **PHS** does not directly or indirectly endorse any product or service provided, or to be provided, by **Licensee** whether directly or indirectly related to this **Agreement**. **Licensee** shall not state or imply that this **Agreement** is an endorsement by the Government, **PHS**, any other Government organizational unit, or any Government employee. Additionally, **Licensee** shall not use the names of **NIH**, **FDA**, **PHS**, or **HHS** or the Government or their employees in any advertising, promotional, or sales literature without the prior written approval of **PHS**.

14.12 The parties agree to attempt to settle amicably any controversy or claim arising under this **Agreement** or a breach of this **Agreement**, except for appeals of modifications or termination decisions provided for in Article 13. **Licensee** agrees first to appeal any unsettled claims or controversies to the designated **PHS** official, or designee, whose decision shall be considered the final agency decision. Thereafter, **Licensee** may exercise any administrative or judicial remedies that may be available.

14.13 Nothing relating to the grant of a license, nor the grant itself, shall be construed to confer upon any person any immunity from or defenses under the antitrust laws or from a charge of patent misuse, and the acquisition and use of rights pursuant to 37 C.F.R. Part 404 shall not be immunized from the operation of state or Federal law by reason of the source of the grant.

14.14 Any formal recordation of this **Agreement** required by the laws of any **Licensed Territory** as a prerequisite to enforceability of the **Agreement** in the courts of any foreign jurisdiction or for other reasons shall be carried out by **Licensee** at its expense, and appropriately verified proof of recordation shall be promptly furnished to **PHS**.

14.15 Paragraphs 4.3, 8.1, 9.5-9.7 (in respects of sales carried out prior to termination), 12.1-12.4, 12.5 (in respects of acts carried out prior to termination), 13.9, 13.10, 14.12 and 14.15 of this **Agreement** shall survive termination of this **Agreement**.

14.16 The terms and conditions of this **Agreement** shall, at **PHS**' sole option, be considered by **PHS** to be withdrawn from **Licensee**'s consideration and the terms and conditions of this **Agreement**, and the **Agreement** itself to be null and void, unless this **Agreement** is executed by the **Licensee** and a fully executed original is received by **PHS** within [**] days from the date of **PHS** signature found at the Signature Page.

SIGNATURES BEGIN ON NEXT PAGE

PHS PATENT LICENSE AGREEMENT - *EXCLUS1VE*

SIGNATURE PAGE

For **PHS**:

/s/ Richard U. Rodriquez — 8-5-11

Richard U. Rodriguez — Date
Director, Division of Technology Development and Transfer
Office of Technology Transfer
National Institutes of Health

Mailing Address or E-mail Address for **Agreement** notices and reports:

Chief, Monitoring & Enforcement Branch
Office of Technology Transfer
National Institutes of Health
6011 Executive Boulevard, Suite 325
Rockville, Maryland 20852-3804 U.S.A.

E-mail: LicenseNotices_Reports@mail.nih.gov

For **Licensee** (Upon, information and belief, the undersigned expressly certifies or affirms that the contents of any statements of **Licensee** made or referred to in this document are truthful and accurate.)

By:

/s/ Piers Morgan	10 August 2011
Signature of Authorized Official	Date

Piers Morgan

Chief Financial Officer

Amsterdam Molecular Therapeutics

Mailing Address for **Agreement** notices:

Chief Executive Officer

Amsterdam Molecular Therapeutics

P.O. Box 22506

1100 DA Amsterdam

The Netherlands

Tel. +31(0)20 566 7394

I. Official and Mailing Address for Financial notices (**Licensee's** contact person for royalty payments)

Piers Morgan

Chief Financial Officer

Amsterdam Molecular Therapeutics

P.O. Box 22506

1100 DA Amsterdam

The Netherlands

Tel.+31(0)20 566 7394

E-mail: p.morgan@amtbiopharma.com

Any false or misleading statements made, presented, or submitted to the **Government**, including any relevant omissions, under this **Agreement** and during the course of negotiation of this **Agreement** are subject to all applicable civil and criminal statutes including Federal statutes 31 U.S.C. §§3801-3812 (civil liability) and 18 U.S.C. §1001 (criminal liability including fine(s) or imprisonment).

APPENDIX A - PATENT(S) OR PATENT APPLICATION(S)

Patent(s) or Patent Application(s):

[**].

APPENDIX B - LICENSED FIELDS OF USE AND TERRITORY

I. **Licensed Fields of Use**:

(a) Exclusive **Licensed Field of Use**: (i) Use of the **Licensed Patent Rights** for the development and sale of AAV5 based therapeutic products to be delivered to the brain or liver for treatment of human diseases originating in the brain or liver; (ii) Note that arthritis related diseases are expressly excluded.

(b) Non-Exclusive **Licensed Field of Use**: Use of the **Licensed Patent Rights** for the development and sale of AAV5 based therapeutic products to treat human diseases other than the ones covered under (a)(i).

II. **Licensed Territory**:

(a) Worldwide.

APPENDIX C - ROYALTIES

Royalties:

I. **Licensee** agrees to pay to **PHS** a noncreditable, nonrefundable license issue royalty in the amount of one hundred forty thousand dollars ($140,000). Payment will be made in two tranches, the first payment of [**] dollars ($[**]) being payable within [**] days from the effective date of this **Agreement**; the second payment of [**] dollars ($[**]) being payable on March 1, 2012. If this **Agreement** is terminated by **Licensee** on or before March 1, 2012, **Licensee** agrees to pay the remaining tranch of license issue royalty in full within [**] days before termination

II. **Licensee** agrees to pay to **PHS** a nonrefundable minimum annual royalty in the amount of [**] dollars ($[**]) as follows:

(a) The first minimum annual royalty is due within [**] days of the effective date of this **Agreement** and may be prorated according to the fraction of the calendar year remaining between the effective date of this **Agreement** and the next subsequent January 1; and

(b) Subsequent minimum annual royalty payments are due and payable on January 1 of each calendar year and may be credited against any earned royalties due for sales made in that year.

III. **Licensee** agrees to pay **PHS** earned royalties of [**] percent ([**]%) on **Net Sales** by or on behalf of **Licensee** and its sublicensees.

IV. **Licensee** agrees to pay **PHS Benchmark** royalties within [**] days of achieving each Benchmark :

(a) [**] U.S. dollars ($[**]) - Initiation of each Phase I clinical trial or foreign equivalent.

(b) [**] U.S. dollars ($[**]) - Initiation of each Phase II clinical trial or foreign equivalent.

(c) [**] U.S. dollars ($[**]) - Initiation of each Phase III clinical trial or foreign equivalent.

(d) Initiation of first Marketing Approval or foreign equivalent for any indications in the liver in the following jurisdictions/countries:

[**]

(e) Initiation of first Marketing Approval or foreign equivalent for any indications in the brain in the following jurisdictions/countries:

[**]

V. **Licensee** agrees to pay **PHS** additional sublicensing royalties, as following, on the fair market value of any consideration received for granting each sublicense within [**] days of the execution of each sublicense:

(a) For any sublicense executed by the **Licensee** before the [**], **Licensee** agrees to pay a sublicensing royalty of [**] percent ([**]%); and

(b) For any sublicense executed by the **Licensee** after the [**], **Licensee** agrees to pay a sublicensing royalty of [**] percent ([**]%); and

(c) For any sublicense executed by the **Licensee** either [**], whichever comes first. **Licensee** agrees to pay a sublicensing royalty of [**] percent ([**]%).

Contractual payments made by a sublicensee to the **Licensee** or an Affiliate received after the effective date of this **Agreement** for costs, services and expenses for the **Licensee** or Affiliate to conduct, supervise or participate in one or more clinical trial(s) for the development of the **Licensed Products** shall not be accounted for as sublicensing royalties.

APPENDIX D - BENCHMARKS AND PERFORMANCE

Licensee agrees to the following **Benchmarks** for its performance under this **Agreement** and, within [**] days of achieving a **Benchmark**, shall notify **PHS** that the **Benchmark** has been achieved.

Benchmarks for Licensed Products of Orphan Indication (there is no formal Phase III clinical trial required for Marketing Approval) - liver

[**]

Benchmarks for Licensed Products - brain

[**]

APPENDIX E - COMMERCIAL DEVELOPMENT PLAN

Project Plan Details - Liver:

Acute intermittent porphyria (AIP) is an autosomal dominant inherited condition caused by mutations in the porphobilinogen deaminase (PBGD) gene. The PBGD gene is located on chromosome 11q24.1-24.2 and spread over fifteen exons. The protein encoded by this gene is a rate-limiting enzyme, the PBGD enzyme, in the haem synthetic pathway.

More than 225 mutations of the PBGD gene have been described, all of them associated with loss of catalytic function. The disease shows incomplete penetrance and only 20-50% of persons with one or more of the described mutations exhibit clinical symptoms of the disease. The genetic disorder results in a 50% reduction of PBGD enzymatic activity. This reduction of hepatic PBGD activity leads to an accumulation of toxic metabolites resulting from the blockade within the haem synthesis pathway. Concentrations of haem precursors porphobilinogen (PGB) and delta-aminolevulinic acid (ALA) increase in blood and urine. Lack of haem and/or accumulation of these metabolites are responsible for the acute attacks characteristic of this disease (Kauppinen et al 2005; Herrick and McColl 2005). Currently, there is no treatment available for the disease.

Over the last couple of years **Licensee** has explored AMT-021 (replication defective recombinant adeno-associated viral vector, AAV, containing the porphobilinogen deaminase gene) for therapeutic intervention in AIP. AMT-021 is an AAV with pseudotype 5 capsid, which expresses the human PBGD gene under the transcriptional control of a liver specific promoter. The therapeutic expression cassette consists of the human PBGD cDNA (codon optimised for human expression) inserted downstream of the liver specific promoter EalbAAT and upstream of a human PBGD polyadenylation sequence.

AMT-021 acts by delivering the PBGD expression cassette directly into hepatocytes. The increase of PBGD enzymatic activity in the liver of AIP patients will provide sufficient enzyme to prevent the accumulation of toxic metabolites and thus, prevent porphyric attacks.

The aim of the project is to bring AAV5-PBDG therapy to patients. **Licensee** has already secured orphan designation for AAV5-PBDG treatment for AIP in Europe. The table below describes the outline development plans, starting from a research batch production, and moving through to primate proof-of-concept, tox batch, pre-observational study, product development, GMP production, Phase I/II clinical trial, Phase Il/III clinical trial, all the way to regulatory filing. Please note that the timelines are preliminary only, and that it is the nature of scientific and clinical development that planned timelines may change.

The aim of this project is to develop a gene therapy product for the treatment of AIP, and to deliver a data package that is suitable for the submission and approval by the European and North American regulatory authorities.

Vector development and manufacturing
To develop a gene therapy for PBGD deficient patients, AAV5-PBDG product was designed to expresses the human PBGD gene under the control of a liver specific promoter. AAV5-PBDG was produced in insect cells using the recombinant baculovirus method; sufficient amount of material was produced for efficacy studies in mice. Methods to determine the quantity and purity of the rAAV batches were developed. A purification process including chromatography and filtration steps was developed, further optimization and characterization of the scale-up procedure will be performed before a final batch for toxicology, for proof of principle and for clinical trials can be produced.

PoC in pre-clinical models
Because total deficiency of PBGD is lethal in mice, a compound heterozygous mouse (PBGD+/- referred to as AIP mice) with ~35% of normal hepatic PBGD activity, has been developed as an established model to study AIP. This murine model of AIP exhibits, after disease induction with phenobarbital (Pb), the typical biochemical characteristics

of human AIP, notably, decreased hepatic PBGD activity, massively increased urinary excretion of haem precursors (ALA and PBG) and decreased motor function.

AIP mice were used to test the AAV5-PBDG product. The therapeutic effect was evaluated three month after a single intravenous administration of AAV5-PBDG. Efficacy of the therapy was demonstrated as the treatment was able to prevent disease induction with Pb. ALA and PBG levels in treated animals was reduced, and motor disturbance induced by Pb treatment, as measured in the Rotarod test, was almost completely abolished. In addition, PBGD enzymatic activity increased in the AAV5-PBDG treated group 10 times over that of the control group.

This initial PoC will be repeated with the final version of the therapeutic vector following the completion of the vector development and manufacturing optimization. The final PoC will include the following:

PoC in rodent disease model
· PoC in non-human primates, based on agreed protocol

GLP Toxicology
The aim of this section is to deliver toxicology study report suitable for the submission the regulatory authority. The work will entail the following:

· Scientific advice from a regulatory body (AEMPS and/or EMA) for safety and toxicology package
· GLP toxicology study in rodents rats or mice, including any required biodistribution studies
· Supportive data for toxicology study in non-human primates
· GLP germline transmission study

Toxicology study design will take into account:
· Identification of potential target organs of biological activity and of potential target organs of toxicity

· Eventual concomitant medication (e.g. immunosuppressants, standard co-medication)
· Environmental risk/shedding
· Analysis of appropriateness of surrogate markers of efficacy/safety
· Any other relevant issues as may be identified

Clinical observational, pre-intervention study/studies
Before entering the interventional clinical study, an observation clinical study will be conducted to provide baseline information on the course of the disease by recording episodes AIP, abdominal pain, hospitalizations, extent of any possible known or unknown to be related to AIP symptomatology, incidence of (adverse) clinical events per year, etc. Sufficient data will be collected to provide a clinical picture to obtain a baseline data and to determine how efficacy will be shown during the interventional clinical trial.

Phase I/II
The clinical phase I/II should include an estimated minimum [**] patients that are administered the gene therapy drug, and are followed up and clinically assessed for at least [**] months following drug administration. The primary aim of the clinical study will be safety and efficacy of the AAV5-PBDG product. The clinical trial will include all biochemical, imaging, clinical and functional assays to assess the disease state and change therein over time, the phenotypic disease variation, as well as the overall clinical and psychosocial or other health status or change therein over time of the individual trial subjects, both before, during and following drug administration.

Phase II/III & Regulatory submission
After successful completion of Phase I/Il study a Phase II/III trial will be conducted with the aim of bringing the AIP therapy to market. **Licensee** estimates that [**] patients in total would be sufficient for regulatory filing of this product, as AIP is an ultra-orphan disease with a very limited patient number world-wide.

Project Plan Details-Brain (Parkinson's Disease)

Parkinson's disease (PD) is a progressive neurodegenerative disease, resulting in tremors, stiffness, slowness of movement, and lack of coordination. Patients are faced with a severely debilitating disease and a serious loss in quality of life. PD is caused by degeneration and death of nerve cells in a specific part of the brain known as the substantia nigra. These cells produce dopamine, a substance necessary for communication between nerve cells involved in the coordination of movement.

PD is the second most common neurodegenerative disease. It usually affects people over 65, with an estimated total of 4.5 million patients worldwide. Due to increasing life expectancy of the general population, the number of patients with PD is expected to double to around 9 million patients between now and 2030.

An ideal therapy for PD would decrease disability and slow down or halt disease progression. Unfortunately, such treatments are not available yet and current therapies are limited to symptomatic treatment only. These include levodopa, dopamine agonists, monoamine oxidase B (MAO-B) inhibitors and anticholinergic agents.

Glial cell line-derived neurotrophic factor (GDNF) was shown to promote the survival and differentiation of dopaminergic neurons. The therapy aims to protect and enhance the function of the dopamine-producing nerve cells in the brain. To date a number of clinical trials have been conducted in which recombinant GDNF protein has been directly delivered to the PD brain, using a delivery pump device implanted into patients' abdomen. Although the results were inconsistent, due to the difficulty of delivering protein continuously into the brain via an implanted pump, some patients have shown a significant clinical response to the treatment. It is therefore not a question whether this approach works, because it definitely did in some patients, but rather how it can be done more consistently. AAV-GDNF gene therapy treatment would result in continues delivery of GDNF protein into brain, and is therefore likely to result in significant clinical benefit for PD patients.

Licensee has recently started preclinical development of AAV-GDNF gene therapy that will introduce the gene coding for GDNF using recombinant adeno associated virus vector (AAV). AAV serotype 5 has been shown to be the serotype of choice for gene delivery into the brain. After successful proof of concept (POC) and toxicology studies in rodents and primates, AMT will start an extensive clinical development.

The aim of this project is to develop a gene therapy product for the treatment of Parkinson's disease, and to deliver a data package that is suitable for the submission and approval by the European and North American regulatory authorities.

Vector development and manufacturing
To develop a gene therapy for Parkinson's disease, AAV-GDNF product was designed to expresses the human GDNF and is produced in insect cells using the recombinant baculovirus method. The AAV5-GDNF is based on **Licensee**'s standard manufacturing process, but in addition incorporates recent new technology of the basic process and makes use of an optimized Rep baculovirus construct in the upstream process and an additional chromatography step in the downstream process. This optimisation delivers enhanced quality and robustness of the AAV5-GDNF product. This process is fully scalable and allows for manufacturing of sufficient GMP-compliant product for PD patients.

Characterization of AAV5-GDNF
The AAV5-GDNF was tested in a functional in vitro assay in cultured E13.5 rat DRG explants. Vigorous neural outgrowth was observed, indicating that the produced AAV5-GDNF is capable of mediating secretion of biologically functional recombinant GDNF.

In vivo characterization
Subsequently, an in-vivo characterisation of the AAV5-GDNF has been conducted. Three different concentrations of AAV5-GDNF were injected unilaterally into the rat striatum. Brains were analyzed for GDNF expression 6 weeks post injection using immunohistochemistry. Resulting data demonstrated that there is a strong, concentration dependent GDNF expression throughout the injected hemisphere.

PoC in pre-clinical models
The produced AAV5-GDNF will be used to show biological activity and efficacy in animal models of Parkinson's disease. These experiments will be conducted using rat models of Parkinson's disease (in collaboration with University of Lund, Sweden) as well as non-human primates' model of Parkinson's disease (in

collaboration with CEA, Paris, France). In addition to distribution studies, onset and kinetics of GDNF expression, neurochemical measurements (dopamine and dopamine metabolites), immunohistochemistry and behavioral studies will be conducted to test for functional improvement.

GLP Toxicology
The definitive design of the actual studies will be finalized after discussions with relevant agencies. **Licensee** proposes to conduct a six months study in mice and in parallel a 6-12 months study in non-human primates to account for the safety of the drug. The studies will comprise four test groups: 1. Control (vehicle), 2. Low dose (No observed effect level (NOEL) in the proof-of concept studies), 3. Mid-dose (highest dose considered for clinical studies), and 4. High dose (10 times higher than the mid-dose).

The protocol will include the following evaluations:
· Clinical Signs: recorded daily, beginning 7 days prior to surgery
· Food Consumption: recorded daily, beginning 7 days prior to surgery
· Body Weight: Once pre-surgery, day of surgery, then bi-weekly
· Clinical Chemistry: Twice a month presurgery, one week post surgery, then monthly
· Hematology: Twice a month presurgery, one week post surgery, then monthly
· Coagulation: Twice a month presurgery, one week post surgery, then monthly
· Antibodies against GDNF or AAV5 in plasma, twice prior to surgery, monthly thereafter.
· PK - CSF: To determine if there is GDNF in the CSF, twice prior to surgery, monthly thereafter.
· Neurological Examination: Twice prior to surgery, Day 7 post surgery, monthly thereafter
· MRI (T1,T2): Once prior to surgery, within three hours post surgery, and within three days prior to necropsy.
· Pathology
1. Gross pathology at necropsy
2. Selected peripheral tissues collected for histopathological analysis by a Board Certified Pathologist
3. Complete CNS histopathological assessment by a Board Certified Neuropathologist, peer reviewed by another Board Certified Pathologist
· Q-PCR in selected organs in order to assess any biodistribution of the vector DNA to other organs.

Phase I/II
The primary objective of the clinical phase I/II will be to assess the safety and feasibility of intra-putaminal delivery of AAV5-GDNF to patients with PD. Secondary objectives include measuring clinical efficacy and demonstrating improvement in a surrogate marker end point (18F-Dopa PET) as proof of concept.

Licensee is proposing a single centre open label trial of striatally delivered AAV5-GDNF in PD employing a dose escalation design to assess the mentioned primary and secondary outcome measures. **Licensee** anticipates enrolling [**] patients in this study, with an escalating dose group design with [**] patients in each dose group. **Licensee** will start with the lowest dose and progress in an incremental way to higher doses.

Primary outcome assessments will be performed at [**] post intra-putaminal infusion of AAV5-GDNF. Clinical secondary outcome assessments will be performed at [**] post intra-putaminal infusion of AAV5-GDNF. 18F-dopa PET secondary outcome assessments will be performed at [**] months and [**] months post intra-putaminal infusion of AAV5-GDNF.

If feasibility and safety is confirmed and, serial PET imaging demonstrates increased 18F-dopa uptake with a trend towards clinical improvement, we will proceed to phase 2/3 clinical trials.

Phase II/III, Phase III & Regulatory submission
After successful completion of Phase I/II study, two additional clinical trials will be required. The final plans for these trials will be optimized based on the outcome of the Phase I/II study. **Licensee** estimates [**] patients to be enrolled in the Phase II/III clinical study, and [**] patients to be enrolled in the pivotal trial, the details however will be established, based on the outcome of the Phase I/II trial.

Additional indication;

In addition to the above, **Licensee** has an active programs in hemophilia B using AAV5-Factor IX, in hemophilia A using AAV5-Factor VIII, in Sanfilippo B - currently conducted by Institut Pasteur, using AAV5-NaGlu gene, and a program for the development of treatment for Usher syndrome type 1 (USH1) using AAV5-MY07A. Additional early stage programs are under evaluation.

APPENDIX F - EXAMPLE ROYALTY REPORT

Required royalty report information includes:

· OTT license reference number (L-XXX-200X/0)
· Reporting period
· Catalog number and units sold of each Licensed Product (domestic and foreign)
· Gross Sales per catalog number per country
· Total Gross Sales
· Itemized deductions from Gross Sales
· Total Net Sales
· Earned Royalty Rate and associated calculations
· Gross Earned Royalty
· Adjustments for Minimum Annual Royalty (MAR) and other creditable payments made
· Net Earned Royalty due

Example

Catalog Number	Product Name	Country	Units Sold	Gross Sales (US$)
1	A	[**]	[**]	[**]
1	A	[**]	[**]	[**]
1	A	[**]	[**]	[**]
2	B	[**]	[**]	[**]
3	C	[**]	[**]	[**]
4	D	[**]	[**]	[**]
			Total Gross Sales	[**]
			Less Deductions:	
			Freight	[**]
			Returns	[**]
			Total Net Sales	[**]
			Royalty Rate	[**]
			Royalty Due	[**]
			Less Creditable Payments	[**]
			Net Royalty Due	**[**]**

APPENDIX G - ROYALTY PAYMENT OPTIONS

The OTT License Number MUST appear on payments, reports and correspondence.

Automated Clearing House (ACH) for payments through U.S. banks only

The NIH encourages our licensees to submit electronic funds transfer payments through the Automated Clearing House (ACH). Submit your ACH payment through the U.S. Treasury web site located at: **https://www.pay.gov**. Locate the "NIH Agency Form" through the Pay.gov "Agency List".

Electronic Funds Wire Transfers

The following account information is provided for wire payments. In order to process payment via Electronic Funds Wire Transfer sender MUST supply the following information within the transmission:

Drawn on a **U.S. bank account** via FEDWIRE should be sent directly to the following account:

Beneficiary Account:	Federal Reserve Bank of New York or TREAS NYC
Bank:	Federal Reserve Bank of New York
ABA#	021030004
Account Number:	75080031
Bank Address:	33 Liberty Street, New York, NY 10045
Payment Details:	License Number (L-XXX-XXXX) Name of Licensee

Drawn on a **foreign bank account** should be sent directly to the following account. Payment must be sent in **U.S. Dollars (USD)** using the following instructions:

Beneficiary Account:	Federal Reserve Bank of New York/ITS or FRBNY/ITS
Bank:	Citibank N.A. (New York)
SWIFT Code:	CITIUS33
Account Number:	36838868
Bank Address:	388 Greenwich Street, New York, NY 10013
Payment Details (Line 70):	NIH 75080031 License Number (L-XXX-XXXX) Name of Licensee
Detail of Charges (line 71a):	Charge Our

Checks

All checks should be made payable to "NIH Patent Licensing"

Checks drawn on a **U.S. bank account** and sent by US Postal Service should be sent directly to the following address:

National Institutes of Health (NIH)
P.O. Box 979071
St. Louis, MO 63197-9000

Checks drawn on a U.S. bank account and sent by **overnight or courier** should be sent to the following address:

US Bank
Government Lockbox SL-MO-C2GL
1005 Convention Plaza
St. Louis, MO 63101

Phone: 314-418-4087

Checks drawn on a **foreign bank account** should be sent directly to the following address:

National Institutes of Health (NIH)
Office of Technology Transfer
Royalties Administration Unit
6011 Executive Boulevard
Suite 325, MSC 7660
Rockville, Maryland 20852

NATIONAL INSTITUTES OF HEALTH

FIRST AMENDMENT TO L-116-2011/0

This is the first amendment **("First Amendment")** of the agreement by and between the National Institutes of Health **("NIH")** within the Department of Health and Human Services **("HHS"),** and UniQure biopharma B.V. (formerly Amsterdam Molecular Therapeutics N.V. (AMT)) having an effective date of August 10, 2011 and having **NIH** Reference Number L-l16-2011/0 **("Agreement").** This **First Amendment,** having **NIH** Reference Number L-l16-2011/1, is made between the **NIH** through the Office of Technology Transfer, **NIH,** having an address at 6011 Executive Boulevard, Suite 325, Rockville, Maryland 20852-3804, U.S.A., and UniQure biopharma B.V. (formerly Amsterdam Molecular Therapeutics N.V. (AMT)), having an office at Meibergdreef 61, 1105 BA Amsterdam, The Netherlands ("**Licensee**"). This **First Amendment** includes, in addition to the amendments made below, 1) a Signature Page, and 2) Attachment 1 (Royalty Payment Information).

WHEREAS, **NIH** and **Licensee** desire that the **Agreement** be amended a first lime as set forth below in order to

a) Change the name of **Licensee** from Amsterdam Molecular Therapeutics N.V. (AMT) to UniQure biopharma B.V. (UniQure). This name change is the result of a transaction that took place on 30 March 2012, whereby AMT, a public company, was liquidated and all its operations and stocks were transferred to UniQure, a privately held company.

b) Modify language related to financial terms associated with sublicensing, so as to cause a reduction in financial obligations due to **NIH** from sublicensing of the **Agreement** by **Licensee** in order to expedite the development of therapeutics for rare diseases.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, **NIH** and **Licensee,** intending to be bound, hereby mutually agree to the following:

1) a) In Cover page following the list of "licensed patent and patent application", the name of **Licensee** has been changed to UniQure biopharma B.V.

b) In the signature page under "signature of authorized official", under "mailing address for **Agreement** notices", and under "official and mailing address for financial notices" "Amsterdam Molecular Therapeutics, N.V." has been changed to UniQure biopharma B.V.

c) In the caption of the **Agreement** AMT is changed to UniQure.

2) Replace Paragraph 6.7 with the following:

6.7 No multiple royalties shall be payable if any **Licensed Products** or **Licensed Processes** are covered by more than one of the **Licensed Patent Rights.** In the event that this **Agreement** and **NIH** license L-107-2007/0 as amended from time to time apply to the same product sold by the **Licensee** or its sublicensees, then the **Licensee** shall only pay earned royalties, benchmark royalties, and sublicensing royalties under this **Agreement.**

3) Replace Appendix C Section V with the following:

Licensee agrees to pay **NIH** additional sublicensing royalties, as follows, on the fair market value of any consideration received for granting each sublicense within [**] days of the execution of each sublicense:

(i) For any sublicense executed by the **Licensee** before [**], **Licensee** agrees to pay a sublicensing royalty as in the following formula:

Sublicensing Royalty = [**]

for the purposes of calculating sublicensing royalties in (i), where P/(P+T+L) is a fraction in which P represents the **NIH's Licensed Patent Right**, T represents the Intellectual Property (IP) licensed by Licensee from a third party, and where such an IP is related only to an active component of the **Licensed Products** (i.e. gene of interest incorporated into the AAV construct), and L represents **Licensee's** own IP used to make the **Licensed Product**. Furthermore P, T and L, when present, each carries a value of 1.

The value of the fraction P/(P+T+L) as applied to (i) can never go below [**], and therefore the Sublicensing Royalty as applied to (i) will never go below [**].

(ii) For any sublicense executed by the **Licensee** after [**], Licensee agrees to pay a sublicensing royalty as in the following formula:

Sublicensing Royalty =[**]

The value of the fraction P/(P+T+L) as applied to (ii) can never go below [**], and therefore the Sublicensing Royalty as applied to (ii) will never go below [**]

(iii) For any sublicense executed by the **Licensee** either [**], **Licensee** agrees to pay a sublicensing royalty as in the following formula:

Sublicensing Royalty = [**]

The value of the fraction P/(P+T+L) as applied to (iii) can never go below [**], and therefore the Sublicensing Royalty as applied to (iii) will never go below [**]

Contractual payments made by a sublicensee to the **Licensee** or an **Affiliate** received after the effective date of this **Agreement** for costs, services and expenses for the **Licensee** or **Affiliate** to perform research and development activities, or to conduct, supervise or participate in one or more clinical trial(s) for the development of the **Licensed Products,** or to manufacture clinical and commercial batches of **Licensed Products,** shall not be accounted for in the calculation of sublicensing royalties.

4) **Licensee** shall pay **NIH** an amendment issue royalty in the sum of five hundred thousand US Dollars ($500,000.00) as follows:

i) Two hundred and fifty thousand Dollars ($250,000) shall be paid by **Licensee** within [**] days of the effective date of this **First Amendment.**

ii) The remaining amount of two hundred and fifty thousand Dollars ($250,000) shall be paid to **NIH** upon execution by **Licensee** of any new sublicensing or partnership agreement or on the first anniversary of this **First Amendment,** whichever occurs first.

5) In the event any provision(s) of the **Agreement** is/are inconsistent with Attachment 1, such provision(s) is/are hereby amended to the extent required to avoid such inconsistency and to give effect to payment information in such Attachment 1.

6) All terms and conditions of the **Agreement** not herein amended remain binding and in effect.

7) The terms and conditions of this **First Amendment** shall, at **NIH'** sole option, be considered by **NIH** to be withdrawn from **Licensee's** consideration and the terms and conditions of this **First Amendment**, and the **First Amendment** itself, to be null and void, unless this **First Amendment** is executed by **Licensee** and a fully executed original is received by **NIH** within [**] days from the date of **NIH** signature found at the Signature Page.

8) This **First Amendment** is effective on upon execution by all parties.

FIRST AMENDMENT TO L-116-2011/0

SIGNATURE PAGE

In Witness Whereof, the parties have executed this **First Amendment** on the dates set forth below. Any communication or notice to be given shall be forwarded to the respective addresses listed below.

For **NIH**:

/s/ Richard U. Rodriguez — 5-23-13

Richard U. Rodriguez — Date

Director, Division of Technology Development and Transfer
Office of Technology Transfer
National Institutes of Health

Mailing Address or E-mail Address for **Agreement** notices and reports:

Chief, Monitoring & Enforcement Branch, DTDT
Office of Technology Transfer
National Institutes of Health
6011 Executive Boulevard, Suite 325
Rockville, Maryland 20852-3804 U.S.A.

E-mail: LicenseNotices_Reports@mail.nih.gov

For **Licensee** (Upon information and belief, the undersigned expressly certifies or affirms that the contents of any statements of **Licensee** made or referred to in this document are truthful and accurate.):

/s/ John Alday — 5-31-13

John Alday, CEO UniQurebiopharm B.V. — Date

I. Official and Mailing Address for **Agreement** notices:
Chief Executive Officer:
Legal@uniqure.com

II. For invoices, payments, and Financial notices (including royalty payments):
Finance Dept
Finance@uniqure.com

uniQure biopharma B.V.
Meibergdreef 61
1105BA Amsterdam
The Netherlands

Phone: 0031 205667394
Fax: 0031 20 566 9272

Any false or misleading statements made, presented, or submitted to the **Government,** including any relevant omissions, under this **Agreement** and during the course of negotiation of this **Agreement** are subject to all applicable civil and criminal statutes including Federal statutes 31 U.S.C. §§3801-3812 (civil liability) and 18 U.S.C. §1001 (criminal liability including fme(s) or imprisonment).

ATTACHMENT 1 - ROYALTY PAYMENT OPTIONS

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Automated Clearing House (ACH) for payments through U.S. banks only

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Account Number:	75080031
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Payment Details:	License Number (L-XXX-XXXX) Name of Licensee

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Bank:	Citibank N.A. (New York)
SWIFT Code:	CITIUS33
Account Number:	36838868
Bank Address:	388 Greenwich Street, New York, NY 10013
Payment Details (Line 70):	NIH 75080031 License Number (L-XXX-XXXX) Name of Licensee
Details of Charges (Line 71a):	Charge Our

Checks

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National Institutes of Health (NIH)
P.O. Box 979071
St. Louis, MO 63197-9000

Checks drawn on a U.S. bank account and sent by **overnight or courier** should be sent to the following address:

US Bank
Government Lockbox SL-MO-C2GL
1005 Convention Plaza
St. Louis, MO 63101
Phone: 314-418-4087

Checks drawn on a **foreign bank account** should be sent directly to the following address:

National Institutes of Health (NIH)
Office of Technology Transfer
Royalties Administration Unit
6011 Executive Boulevard
Suite 325, MSC 7660
Rockville, Maryland 20852

NATIONAL INSTITUTES OF HEALTH

SECOND AMENDMENT TO L-116-2011/0

This is the second amendment ("**Second Amendment**") of the agreement by and between the National Institutes of Health ("**NIH**") within the Department of Health and Human Services ("**HHS**"), and UniQure biopharma B.V. (formerly Amsterdam Molecular Therapeutics (AMT) B.V.) having an effective date of August 10, 2011 as amended for the first time on May, 31, 2013, and having **NIH** Reference Number L-116-2011/0 and L-116-2011/1 respectively ("**Agreement**"). This **Second Amendment**, having **NIH** Reference Number L-116-2011/2, is made between the **NIH** through the Office of Technology Transfer, **NIH**, having an address at 6011 Executive Boulevard, Suite 325, Rockville, Maryland 20852-3804, U.S.A., and UniQure biopharma B.V. (formerly Amsterdam Molecular Therapeutics (AMT) B.V.), having an office at Meibergdreef 61, 1105 BA Amsterdam, The Netherlands ("**Licensee**"). This **Second Amendment** includes, in addition to the amendments made below, a Signature Page.

WHEREAS, **NIH** and **Licensee** desire that the **Agreement** be amended a second time as set forth below in order to a) clarify the nonexclusive **Field of Use**, b) to update appendices D and E of the **Agreement**, and c) to update Article 6.13 of the **Agreement** with the name of an **Exempt Collaborator** that is approved to work with the **Licensee** on one **Ultra-Orphan Indication.**

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, **NIH** and **Licensee**, intending to be bound, hereby mutually agree to the following:

1) In Appendix B replace Paragraph I(b) of the **Licensed Field of Use** with the following:

   (b) Non-Exclusive **Licensed Field of Use**: Use of the **Licensed Patent Rights** for the development and sale of AAV5 based therapeutic products to treat any human disease in any manner, where the treatment of such disease in such manner is not included in the Exclusive **Licensed Field of Use**.

2) In Article 6.13 add the following:

   (h) Institut Pasteur has been approved by the **NIH** as an **Exempt Collaborator** for a clinical work related to Sanfilippo B.

3) Replace Appendix D with Appendix D attached to this **Second Amendment** as EXHIBIT 1.

4) Replace Appendix E with Appendix E attached to this **Second Amendment** as EXHIBIT 2.

5) All terms and conditions of the **Agreement** not herein amended remain binding and in effect.

6) The terms and conditions of this **Second Amendment** shall, at **NIH** sole option, be considered by **NIH** to be withdrawn from **Licensee**'s consideration and the terms and conditions of this **Second Amendment**, and the **Second Amendment** itself, to be null and void, unless this **Second Amendment** is executed by **Licensee** and a fully executed original is received by **NIH** within [**] days from the date of **NIH** signature found at the Signature Page.

7) This **Second Amendment** is effective on the date of execution by the last party to execute this **Second Amendment**.

A-038-2014

SECOND AMENDMENT TO L-116-2011/0

SIGNATURE PAGE

In Witness Whereof, the parties have executed this **Second Amendment** on the dates set forth below. Any communication or notice to be given shall be forwarded to the respective addresses listed below.

For **NIH**:

/s/ Richard U. Rodriguez — 11-6-13

Richard U. Rodriguez — Date
Director, Division of Technology Development and Transfer
Office of Technology Transfer
National Institutes of Health

Mailing Address or E-mail Address for **Agreement** notices and reports:

Chief, Monitoring & Enforcement Branch, DTDT
Office of Technology Transfer
National Institutes of Health
6011 Executive Boulevard, Suite 325
Rockville, Maryland 20852-3804 U.S.A.

E-mail: LicenseNotices_Reports@mail.nih.gov

For **Licensee** (Upon information and belief, the undersigned expressly certifies or affirms that the contents of any statements of **Licensee** made or referred to in this document are truthful and accurate.):

/s/ Piers J. Morgan P.J. Morgan — November 11, 2013

Piers J Morgan, CFO, uniQure biopharma B.V. — Date

I Official and Mailing Address for **Agreement** notices:
Chief Executive Officer;
Legal@uniqure.com

II For invoices, payments, and Financial notices (including royalty payments):
Finance Dept
Finance@uniqure.com

uniQure biopharma B.V.
Meibergdreef 61
1105BA Amseterdam
The Netherlands

Phone: 0031 205667394

Fax: 0031 20 566 9272

Any false or misleading statements made, presented, or submitted to the **Government**, including any relevant omissions, under this **Agreement** and during the course of negotiation of this **Agreement** are subject to all applicable civil and criminal statutes including Federal statutes 31 U.S.C. §§3801-3812 (civil liability) and 18 U.S.C. §1001 (criminal liability including fine(s) or imprisonment).

Exhibit 1

APPENDIX D — BENCHMARKS AND PERFORMANCE (L-116/2011)

Licensee agrees to the following **Benchmarks** for its performance under this **Agreement** and, within [**] days after achieving a **Benchmark**, shall notify **PHS** that the **Benchmark** has been achieved.

Note: No formal Phase III clinical trial is required for **Marketing Approval** for any **Orphan Indication**

Benchmarks for a **Licensed Product** of **Orphan Indication** - liver

[**]

Benchmarks for a **Licensed Product** - brain

[**]

Exhibit 2

APPENDIX E - COMMERCIAL DEVELOPMENT PLAN (L-116-2011)

The table below (table 1) presents a comprehensive list of all uniQure research and development projects utilizing the **Licensed Patent Rights**, according to main disease site and divided into projects that are, **a)** commercial projects, **b)** already in development stages, **c)** active research (there is already internal research activity ongoing and **d)** exploratory research projects (currently being considered as potential projects worth further investigation in the near future).

Table 1: uniQure R&D projects

	Liver (AAV5 based)	Brain & CNS (AAV5 based)
Commercial Projects	[**]	[**]
Development Projects	[**]	[**]
Active Research Projects	[**]	[**]
Exploratory Research Projects	[**]	[**]

Detailed information on the development and active research projects is provided below.

NOTE: All dates contained in this Commercial Development Plan are projected estimates only.

Liver Programs

A) Development Programs

1. AMT-021 for Acute Intermittent Porphyria

1.1.1 ***Disease Background***

Acute Intermittent Porphyria, or AIP, is a rare liver metabolic disorder resulting from mutations in the PBGD gene. This gene encodes for the enzyme porphobilinogen deaminase (also known as hydroxymethylbilane synthase — HMBS), a liver protein necessary for the production of heme, a component of hemoglobin and other blood proteins. Insufficient activity of this protein leads to an accumulation of toxic metabolites (ALA and PBG), resulting in a wide variety of serious clinical problems, including acute, severe abdominal pain, muscular weakness and an array of neurologic manifestations, including psychiatric episodes, seizures and coma. In the majority of cases, attacks are triggered by precipitating factors such as hormonal fluctuations, infections, drugs and dietary changes. Long-term consequences may include irreversible nerve damage, liver cancer and kidney failure. Patients with AIP experience regular hospitalizations and extremely poor quality of life, and may in some cases require liver transplants. Acute attacks can be life-threatening. Current therapies only target the disease symptoms and do not prevent attacks or fully minimize or control their consequences.

A recent epidemiological study reported that, in Europe (excluding Sweden), the incidence of AIP is 0.13 per million population per year and based on that they estimated a prevalence of 5.9 per million population (Elder et al., 2012). In Sweden the incidence and prevalence of AIP are about four times higher than in the rest of Europe due to a founder effect originating in Lappland (Floderus et al., 2002). The frequency in the United States is estimated to be 1-5 cases per 100,000 population (www.emedicine.medscape.com/article/205220-overview#a0199).

1.1.2 ***Overview of AMT-021 Program***

The goal of our AMT-021 program is to provide long-term normalization of the PBGD protein in order to prevent acute AIP attacks and their complications.

The program has been developed through a collaborative agreement with the Foundation for Applied Medical Research (FIMA), its Center for Applied Medical Research (CIMA) and its commercialization arm, DIGNA Biotech, of the University of Navarra (Pamplona, Spain). Part of the funding to support for the Phase I trial (including GLP safety & toxicology studies and the observational trial) was secured through the European Commission Framework Programme 7 award (€3.3 million, grant agreement 261506) made to the AIPGENE consortium (www.aipgene.org/), of which uniQure is a partner.

UniQure holds an exclusive license to the gene cassette being used in the Phase I clinical trial. Under our agreement with DIGNA Biotech and the other consortium members, **Licensee** have an exclusive right to all data related to the program.

1.1.3 Preclinical Development

· *Product Profile*

1.1.4 *AMT-021 is designed to be delivered systemically through a peripheral vein in a single administration.*

AMT-021 or rAAV5-hPBGD, is a recombinant adeno-associated vector of serotype 5, consisting of:

· Inverted terminal regions or ITRs of the adeno-associated serotype 2

· A human codon optimized porphobilinogen deaminase gene or hPBGDco as the therapeutic gene

· A liver specific promoter constituted by the albumin enhancer (Ealb) and the alfa-1-antitrypsin promoter (hAAT)

1.1.5

· *Pre-clinical Proof of Concept*

1.1.6 *Pre-clinical proof of concept (PoC) studies have been performed using the AIP murine model developed by Lindberg et al. (1999). In these studies, long term therapeutic efficacy was achieved. More specifically, at $5x10^{13}$ gc/kg, metabolic correction of the hepatic PBGD enzyme activity, normalization of the PBG and ALA precursor's accumulation in urine and improvement of the motor coordination were observed. Additionally, a complete neurological study indicated the correction of neurotoxic porphyrin precursors was able to restore nerve conduction and the impaired peripheral neuropathy.*

In non-human primates (NHP) treated with AMT-021 at a dose of $5x10^{13}$ gc/kg endogenous PBGD enzymatic activity increased by a factor of two in male and between three and five times in female animals.

· *Non-clinical safety & toxicology studies*

1.1.7 *The following table presents a summary of the AMT-021 non-clinical safety and toxicology studies that have been conducted to support the clinical development program.*

Parameter to be assessed	Study performed	Results
[**]	[**]	[**]
[**]	[**]	[**]
[**]	[**]	[**]
[**]	[**]	[**]
[**]	[**]	[**]
[**]	[**]	[**]

1.1.8 **Summary of AMT-021 Preclinical Development Program**

Single intravenous administration of AMT-021 into wild type mice and Rhesus macaques results in:

· **Efficient liver transduction resulting in dose dependent increase in viral RNA copy numbers and in turn producing increased PBGD activity**

· **No morbidity, no changes in body weight or food intake**

· **No changes in biochemistry, hematology, coagulation and urinalysis associated with AAV5-hPBGD**

· **Negative vector shedding [**] days after viral administration in serum, saliva, nasal secretions, urine, faeces and semen**

· **Tissue biodistribution that is mainly limited to liver although some significant transduction was detected in spleen, lymph nodes, heart and adrenal glands**

· **Specific hepatic PBGD expression**

1.1.9 Clinical Development Program

1.1.10 *The key regulatory and clinical development best estimate milestones for AMT-021 include the following,*

· EMA Orphan Drug Designation (EU/3/09/632) [**]

· FIMA/ CITA/ UTE/ DIGNA - AMT Collaborative Agreement [**]

· EU-FP7 AIPGene Consortium [**]

· Observational Study AEMPS approval [**]

· Observational Study start [**]

· Phase I Study AEMPS approval [**]

· Phase I Study: first patient treated [**]

· Phase I Study: last patient treated [**]

Expected milestones

· Phase II/III start: [**]

· MAA/ NDA submission: [**]

· *Observational trial*

1.1.11 *A prospective non-interventional (pre-treatment) observational study started at the end of 2011 that aims to assess the evolution of disease-related clinical and laboratory parameters in time, as well as characterize aspects of disease management such as AIP-related hospitalization. This baseline assessment is intended to study possible relationships between biochemical parameters and clinical endpoints that will in turn be valuable in evaluating any signs of efficacy in the Phase I trial as*

well as in subsequent trials. Eight patients are expected to be enrolled who after completion of this observational phase would then enter the interventional stage of the program, i.e., first-in-human clinical study (Phase I). The observational study is to last for at least six months for each participant.

1.1.12 *To date all [**] AIP-patients have been recruited into the observational study and all but one have completed a minimum of [**] months pre-treatment assessments. The last patient completed the observational study in August 2013.*

· *Phase I trial*

1.1.13 *The Investigational Medicinal Product Dossier (IMPD) was submitted to the AEMPS (Spanish Agency for Medicines and Medical Devices) in June 2012 and was approved by the Agency in October 2012.*

The Phase I study is a multicenter, open label, prospective, interventional, single dose, dose-escalation clinical trial to investigate the safety and tolerability of AAV5-hPBGDco (AMT-021) in patients with severe Acute Intermitted Prophyria (Eudra CT no. 2011-005590-23).

The primary objective is to assess the safety of systemic administration and determine the maximum tolerated doses (MTD). Secondary objectives include urinary levels of toxic metabolites (ALA and PBG), disease symptoms evaluation, quality of life evaluation and assessment of pharmacokinetics. Exploratory objectives include, neurological involvement, identification of novel biomarkers and pharmacokinetic modeling.

The Phase I study was initiated in December 2012 in the Department of Medicine (Liver Unit) at the University Clinic of the University of Navarra (Pamplona, Spain). There are [**] patients per cohort and [**] cohorts in the trial (each cohort receiving $5x10^{11}$, $2x10^{12}$, $6x10^{12}$ or $1.8x10^{13}$ gc/kg) and all patients will be followed- up for [**] as part of the Phase I study.

All [**] patients who completed the observational trial have also been treated as part of the Phase I study. In the 8 treated patients, no Serious Adverse Events, Treatment Emergent Adverse Events or Liver Events (Dose Limiting Toxicities - DLT's) related to the study medication have been observed to date.

· Future Clinical Development

It is envisaged that the Phase II/III will be a confirmatory trial where the study population and the outcomes to be assessed (efficacy endpoints — clinical and biochemical) will be based on those as for Phase I. **Licensee** also intend to carry out the study in both Europe and the USA.

1.1.14 **Summary of AMT-021 Clinical Development Program**

· **The first time an AAV5 gene therapy product has been tested in humans**

· **The first time an AAV gene therapy product has been tested in humans at such high dose, i.e., $1.8x10^{13}$ gc/kg**

· **No Serious Adverse Events, Treatment Emergent Adverse Events or Liver Events (DLT's) related to the study medication have been observed in the Phase I study to date**

· **The Phase I is expected to be completed in [**] and Phase II/III is expected to start by the end of [**]**

· **The Phase II/III program will run in parallel in Europe and US where MAA and NDA, respectively, are expected in [**]**

2. AMT-060 for Hemophilia B

1.1.1 ***Disease Background***

Hemophilia B is a serious inherited orphan disease in males characterized by insufficient blood clotting. The condition can lead to repeated and sometimes life-threatening episodes of external and internal bleeding following accidental trauma or medical interventions. The episodes may cause long-term damage, for example to the joints, and may be fatal if they occur in the brain. The deficient blood clotting is caused by the lack of functional human Factor IX, or hFIX, a blood clotting factor, as a result of mutations in the gene responsible for encoding this essential protein. The presence of hFIX at greater than 1% of normal levels has a therapeutic effect in promoting clotting. The current standard treatment is prophylactic protein replacement therapy, in which frequent intravenous administrations of recombinant Factor IX (often 2-3 times per week) are required to stop or prevent bleeding. Protein replacement therapy is costly ($150,000-200,000 per patient per year) and burdensome, and does not completely prevent bleeding.

The total Hemophilia B patient population in the European Union and the United States is estimated at approximately 25,000, according to the World Federation of Hemophilia 2010 Report on the Annual Global Survey. About 40% of individuals with the disease have a severe disorder, characterized by functional factor IX levels that are less than 1% of normal, whereas moderately severe Hemophiliacs (about 30% of the Hemophiliac population) have 1%-5% of normal and those with the mild phenotype (the remaining 30%) have between 5% and 40% of normal factor IX levels (www.orpha.net). Based on these estimates **Licensee** believes that approximately 70-85% of the worldwide patient population would be eligible for treatment with gene therapy. **Licensee** believes that the treatment would not be appropriate for those patients with very mild disease phenotype.

1.1.2 ***Overview of AMT-060 Program***

The goal of our AMT-060 program is to restore blood clotting on a long-term basis through the introduction of the functional gene for hFIX into the patient's liver cells. **Licensee** is currently in the process of finalizing pivotal (GLP) safety and toxicology studies and preparing to conduct a Phase I trial.

1.1.3 Preclinical Development

· *Product Profile*

1.1.4 *AMT-060 is designed to be delivered systemically through a peripheral vein in a single administration.*

The use of recombinant adeno-associate vectors (rAAV) of serotype 5 (rAAV5) for targeted gene delivery to the liver was pioneered by St. Jude Children's Research Hospital (SJCRH) where for pre-clinical experiments the hFIX expression cassette was packaged into AAV5 capsids in HEK-293T mammalian cells. HEK-293 produced AAV5-hFIX is not suitable for further development because as a production system it is not amenable to large-scale production. To allow up scaling, the expression cassette has now been transferred into uniQure's proprietary baculovirus expression vector system (BEVS) that can be adapted to a GMP setting. The resulting vector produced using the baculovirus expression system is termed AAV5-hFIXco or AMT-060. **Licensee** also holds a license from SJCRH to the gene cassette used in the currently ongoing Phase I/II AAV 2/8-LP1-hFIXco trial.

AMT-060, rAAV5-hFIXco, is a recombinant adeno-associated vector of serotype 5, consisting of:

- Inverted terminal regions (or ITRs) of the adeno-associated serotype 2
- A human codon optimized FIX gene (or hFIXco) as the therapeutic gene
- The liver specific promoter, LP1, derived from the human apolipoprotein hepatic control region and the human alpha-1-antitrypsin (or hAAT) promoter

- *Virus serotype selection*

The hFIXco expression cassette and rAAV5 or AAV8 vectors have been extensively studied in mice and non-human primate. Both vectors have been shown to have similar tropism to (preference to transduce) the liver (Nathwani et al., 2007) and AAV5-hFIXco was shown to mediate expression of significant levels of human factor IX in non-human primates (NHP) during a monitoring period of more than 5 years (Nathwani et al., 2011). In this study none of the animals presented elevated liver enzymes levels or other signs of toxicity during the whole observation period. Liver examination by MRI scanning did not reveal any abnormalities in any of the animals.

These pre-clinical data suggest that i.v. administration of the AAV5-hFIXco vector is able to mediate a similar level of human factor IX as presented for AAV8-hFIXco, and such administration is not associated with safety concerns or immunogenicity against the human factor IX.

- *Pre-clinical Proof of Concept*

Pre-clinical PoC studies have been carried out in wild type mice, non-human primates (NHP) and are currently being completed in transgenic Hemophilia B mice. In wild type mice (C57Bl/6) intravenous administration of AMT-060 mice resulted in dose-dependent levels of (human) factor IX levels in murine plasma as determined by ELISA. Human factor IX levels amounted up to 11% of those in normal human plasma 4 weeks after infusion of $5x10^{12}$ gc/kg, demonstrating that AAV5-hFIXco produced in the BEVS is biologically active.

In Rhesus monkeys dosed with AMT-060 ($5x10^{12}$ gc/kg) by intravenous infusion, human FIX levels peaked to 7%-16% of normal human levels one week after infusion, and stabilized to 5-10% of normal human levels 4 weeks after infusion until sacrifice (12 weeks after dosing). These kinetics are in accordance with those observed in previous studies (Nathwani et al., 2007; Jiang et al., 2006), indicating that i.v. administration of AAV5-hFIXco produced in BEVS results in a level of factor IX in plasma that is similar to that produced using AAV5-hFIXco produced in HEK293 cells. Post mortem, (RT)-QPCR demonstrated homogeneous vector DNA delivery and transgene expression in the liver. No signs of adverse reactions were observed. Infusion was associated with slight and transient effects in plasma chemistry shortly after dosing, such as a brief increase of liver enzyme activity levels, consistent with infusion of a viral protein. Necropsy revealed no significant macroscopic or microscopic abnormalities.

Preliminary data in Hemophilia B mice indicate that treatment with AMT-060 induces normalization of FIX levels as well as clotting time.

- *Non-clinical safety & toxicology studies*

The following table presents a summary of the AMT-060 non-clinical safety and toxicology studies that are being conducted to support the clinical development program.

Parameter to be assessed	Study performed	Status
[**]	[**]	[**]
[**]	[**]	[**]
[**]	[**]	[**]
[**]	[**]	[**]
[**]	[**]	[**]
[**]	[**]	[**]
[**]	[**]	[**]

1.1.5 **Summary of AMT-060 Preclinical Development Program**

- **AAV5-hFIXco shows similar liver tropism to AAV8-hFIXco and results in significant and long lasting increase in FIX expression.**

- **Single intravenous administration of AMT-060 into wild type mice and Rhesus macaques results in significant and long lasting hFIX levels with no noticeable adverse events and no macroscopic or microscopic findings.**

- **GLP safety and toxicology studies are expected to be completed in [**].**

1.1.6 Clinical Development Program

1.1.7 *The key regulatory and clinical development milestones for AMT-060 include the following:*

- EMA Orphan Drug Designation: [**]
- FDA Orphan Drug Designation: [**]
- EMA Scientific Advice: [**]
- EMA Phase I Protocol Advice: [**]
- GLP Safety & Tox Studies: [**]

Expected milestones

- IMPD submission: [**]
- Phase I start: [**]
- Phase II/III start: [**]
- MAA/ NDA submission: [**]
- *Phase I trial*

The Phase I study will be a multicenter, open label, prospective, interventional, single dose, dose-escalation clinical trial to investigate the safety and tolerability of AAV5-hFIXco (AMT-060) in patients with severe Hemophilia B.

The primary objective is to assess the safety of systemic administration and determine the maximum tolerated doses (MTD). Secondary objectives include:

- To estimate the appropriate dose required to achieve stable expression of hFIX at or above 3% of normal
- To evaluate kinetics (dose-related duration and magnitude) of expression

- To assess the immune response to hFIX transgene product
- To assess the immune response to the AAV5 capsid proteins
- To assess viral shedding in various body fluids (including semen)
- To assess the occurrence of FIX inhibitors
- To evaluate coagulation parameters
- To assess need for FIX concomitant treatment

[**] male adults patients (≥18 year old to ≤35 year old) with genetically confirmed Hemophilia B and phenotypically defined as having severe disease (≤1% of normal plasma FIX levels) are expected to be enrolled. Initial patient follow-up will last for [**] months as part of the Phase I trial.

- *Future Clinical Development*

1.1.8 *It is envisaged that the Phase II/III will be a confirmatory trial where the study population and the outcomes (efficacy endpoints — clinical and biochemical) will be based on those for the Phase I.* ***Licensee*** *will also consider expanding the patient population to moderately severe patients and intend to carry out the study in both Europe and USA.*

1.1.9 **Summary of AMT-060 Clinical Development Program**

- **The IMPD is planned to be submitted in [**]**
- **Phase I is planned in patients with severe Hemophilia B and is expected to start in [**]**
- **[**]**
- **The Phase II/III program will run in parallel in Europe and USA where MAA and NDA, respectively, are expected in [**]**

The Hemophilia B program has been partnered with Chiesi. The co-development agreement has ben shared with **NIH**.

B) Active Research Projects

1. Hemophilia A

Disease Background: Hemophilia A (HA) is a genetic, X-linked, recessive disorder caused by production of dysfunctional or by production of insufficient amount of factor VIII (FVIII) protein, a key protein involved in the blood coagulation cascade. Hemophilia A patients suffer from spontaneous bleeding in the large joints and soft tissue, and are at risk for intracranial hemorrhage. Recurrent episodes of joint bleeding can lead to crippling arthropathy, particularly in severely affected patients. HA comprises the majority of hemophilia patients (80%), with incidence of ~1:10,000 to 1:50,000 males affecting 400,000 people worldwide.

Numerous mutations in the FVIII gene have been described giving rise to different disease phenotypes. Similarly to

Hemophilia B (HB), individuals with less than 1% active factor are classified as having severe hemophilia, those with 1—5% active factor have moderate hemophilia, and those with mild hemophilia have between 5—40% of normal levels of active clotting factor.

Clinical need: HA seems an excellent candidate for gene therapy (GT) as it is a well characterized monogenic disorder. The product of the FVIII gene is a plasma protein which is normally secreted by hepatocytes and endothelial cells but can also be expressed in other cell types, e.g., adipocytes, mycoytes or fibroblasts. Furthermore, only modest increase >1% can markedly reduce spontaneous bleedings. The effects of gene therapy can be readily monitored by changes in phenotype and by obtaining peripheral blood to measure FVIII antigen levels and clotting factor activity. Currently, treatment for HA consists of infusion of either plasma-derived or rFVIII protein for bleeding episodes. Although, prophylactic infusion of FVIII concentrates is generally effective in alleviating bleeding episodes and subsequent joint disease, the short half-life of FVIII (~12 hours) and the high cost of purified FVIII products make life-long prophylactic treatment demanding for patients and costly.

Feasibility

Gene: The gene of factor VIII is located on the long arm of the X chromosome. It spans over 180 kb, and as such is one of the largest genes known. It comprises of 26 exons, which encode a polypeptide chain of 2351 amino acids including a signal peptide of 19 and a mature protein of 2332 amino acids. It is a secreted protein. Its primary structure, deduced from the cloned factor VIII cDNA, includes discrete domain structure: A1-a1-A2-a2-B-a3-A3-C1-C26-8. The B domain is unique in that it exhibits no significant homology with any other known protein and can be deleted with the resulting recombinant protein displaying essentially normal survival in circulation and able to correct the bleeding tendency in HA patients.

[**]

A proof of concept study has been initiated involving a number of FVIII construct and including full FVIII codon optimized gene. The study aims to characterize the viral DNA, formation of episomes upon delivery of the expression cassette to the nucleus, resulting mRNA and FVIII protein. The potency of the vector is currently being investigated in a number of animal models.

It is our aim to develop this product to clinical stage Phase I by the [**]. Duration of clinical development and further timelines have not been defined.

Development overview to IMPD:

[**]

Completion of vector optimization work will provide the first milestone (Go/No Go) for the project.

Safety Assessment: The disease and gene therapy approach are similar (or equivalent) to Hemophilia B where no major safety concerns have been described.

2. Cirrhosis

Disease Background: Liver cirrhosis is a consequence of chronic liver disease characterized by replacement of liver tissue by fibrosis, scar tissue and regenerative nodules (resulting from regeneration of damaged tissue), leading to loss of liver function. The four leading causes of cirrhosis and primary liver cancer in Europe include harmful alcohol consumption, viral hepatitis B, viral hepatitis C and metabolic syndromes related to overweight and obesity. The European Association for the Study of the Liver in its 2013 report reported that approximately 29 million people in the European Union suffer from a chronic liver condition and that the incidence and prevalence of two conditions, cirrhosis and primary liver cancer, are key to understanding the burden of liver disease. Both conditions represent the end-stage of liver pathology and thus are indicative of the associated mortality.

The hypothesis behind this project is that liver cirrhosis is a state of IGF-I insufficiency and low expression of IGF-I locally in the liver will revert and/ or prevent further exacerbation of cirrhosis. A confidentiality agreement concerning this project was signed between DIGNA/ CIMA and uniQure in October 2012.

[**]

Clinical evidence to support disease linkage includes the following:

- In patients suffering from liver cirrhosis circulating IGF-I levels (or IGF-BP3) correlate with disease severity scores; Child-Pugh and MELD (Kratzsch et al., 2005; Khoshnood et al., 2013).

- A short course (for 4 months) of IGF-I recombinant therapy treatment increased the levels of albumin and tended to improve energy metabolism (surrogates for liver function) & the levels of serum albumin positively correlated with IGF-I/IGF-I BP3 ratio (Conchillo et al., 2005).

Clinical need: Transplantation is the only curative option for the disease and contraindications to transplantation include, a) co-morbidities (e.g., TB), b) over 65 years of age, c) coronary artery disease and d) tumours in previous 5 years.

The initial target population for IGF-I gene therapy for liver cirrhosis could/ would be those cirrhotic patients with IGF-I insufficiency (i.e., 50% of all cirrhotic patients), possibly patients with Child-Pugh A and/ or B score and with IGF-I levels below normal values. An ODD application for this specific population may be considered. The table below indicates the Child-Pugh scoring scheme for liver disease prognosis.

Points	Class	One year survival	Two year survival
5-6	**A**	100%	85%
7-9	**B**	81%	57%

10-15	**C**	45%	35%

Feasibility:

Gene: The IGF1 gene is located on chromosome 12 and spans 7.3 kb encoding a 70 amino acid residue protein. It contains 6 exons, 4 of which are alternatively spliced depending on tissue type and hormonal environment. The IGF1 coding region is flanked by sequences encoding an amino-terminal peptide of at least 25 residues and a carboxyl-terminal peptide of 35 amino acids which indicates that IGF1 is synthesized as a precursor protein that undergoes proteolytic processing at both ends before being secreted.

[**]

Animal models: A rat model is available with CIMA and has been used for proof of concept studies. A number of other small animal models have been described (Liu et al., 2013).

Biomarkers: Circulating IGF-I (and other related proteins) can be monitored using commercially available methodology. However the relevance of this to liver (local) levels of IGF-I and whether GT can deliver sufficient amounts of IGF-I that that can be readily detectable in the circulation need to be established.

Liver function and signs of cirrhosis can be monitored following well established standard procedures (e.g., liver enzymes, markers of fibrosis etc.).

The PoC obtained at CIMA will have to be repeated with uniQure's AAV5-IGF1 vector. **Licensee** is at the initial stages of research aiming to initiate a Phase I clinical trial by the [**].

Development overview to IMPD:

[**]

The GLP safety and toxicology studies will provide the first milestone (Go/No Go) for the project.

Safety Assessment: Safety studies in rat disease models (8 months) and wild type rats (8 weeks) showed no signs of toxicity due to treatment with SV40-IGF-I (Sobrevals et al., 2010).

Potential toxicity concerns include tumor formation and interference with insulin/ glucose metabolism albeit both issues are unlikely as the aim of this approach would be to upregulate levels of IGF-I where they are already below normal rather than to achieve supra-physiological levels. In addition, gene therapy vectors are likely to induce lower level of localized expression without substantial increase in serum IGF-I levels. Regarding potential for tumorigenesis, IGF-I therapy is thought to favor hepatocellular differentiation, i.e., opposes carcinogenesis, and studies have shown that sharp decrease in IGF-I in cirrhotic liver may contribute to hepatocellular carcinoma (HCC). In addition it is believed that it is IGF-II that is the key player in HCC. Furthermore, patients with existing tumor nodules in their liver could/ should be excluded from trials.

[NOTE: Hepatocellular carcinoma occurs at a rate of 1% to 4% per year after cirrhosis is established and cirrhosis underlies HCC in approximately 80%-90% of cases worldwide (Giovanna Fattovich et al., 2004), i.e., the vast majority of cirrhotic patients do not develop HCC or at least they do not live live long enough to develop it]

3. Hyperoxaluria

Disease Background: Primary hyperoxaluria type I (PH1) is a rare, autosomal recessive inherited metabolic disorder characterized by a deficiency of the hepatic enzyme alanine-glyoxylate aminotransferase (AGXT), which produces a marked increase in endogenous oxalate synthesis by the liver. Oxalate is a metabolic end product in humans and excess oxalate provokes hyperoxaluria, causing progressive urolithiasis, nephrocalcinosis and chronic renal failure, ultimately leading to end-stage renal failure (ESRF) and death if untreated.

It is the most common and severe variant among a spectrum of metabolic disorders resulting in hyperoxaluria. The disease has an estimated prevalence ranging from 1 to 3 per 1 million individuals and an estimated incidence of 1-9:100,000 live births per year in Europe. However, higher rates are reported in historically isolated populations, like the Canary Islands. PH1 accounts for <1% of pediatric ESRF in developed countries.

A pre-clinical proof of concept study has already been conducted in collaboration with Eduardo Salido (University Hospital of Canary Islands) using AGXT knockout mice demonstrating that in the GT treated animals oxalurea reduced to normal levels with restoration of liver enzyme levels in the absence of any hepatotoxicity or immune reactions.

Clinical need: Currently, most of the therapeutic options are diet-mediated to reduce the amount of glyoxylate intake and maximize the intake of vitamin B6. The most effective treatment for PH1 is pre-emptive liver transplantation, alone or liver combined with kidney transplantation in ESRF. There is therefore a clear need for

alternative or new treatments options.

Feasibility:

Gene: the AGXT gene maps onto chromosome 2q36-q37, has a 10 kb coding sequence and contains 11 exons generating a 392-residue protein.

[**]

Animal models: Small animal models already exist and have been used for pre-clinical proof of concept studies.

Biomarkers: Measurements of oxalate are part of routine clinical practice for the disease setting and monitoring of kidney changes can also be done using standard techniques.

After a phase of further vector optimization it is our aim to develop this product for a first Phase I clinical study by [**]. Further development timelines have not been defined.

Development overview to IMPD:

[**]

The GLP safety and toxicology studies will provide the first milestone (Go/No Go) for the project.

Safety Assessment: At this stage is not possible to make any inferences in relation to potential safety concerns.

C) Exploratory Research Projects

The projects listed under this category in Table 1 above are not in active research yet, but are likely targets for our platform technology and are being assessed on feasibility before starting active bench work.

Central Nervous System Programs

A) Development Programs

1. AMT-110 for Sanfilippo B

1.1.1 ***Disease Background***

Sanfilippo syndrome, or Mucopolysaccharidosis type III (MPSIII), is a rare lysosomal storage disorder (LSD) that occurs when enzymes needed to break down the heparan sulfate sugar chain are missing or are defective. Sanfilippo B is one of the four types of MPSIII that results in serious brain degeneration in children, and is generally lethal. The deficient enzyme responsible for the disease is alpha-N-acetylglucosaminidase (NaGlu). The clinical manifestations are mainly neurological, with early symptoms observed during the first five years of age, leading to a progressive deterioration of cognitive abilities. Affected children require specific care after age seven and progressively develop profound mental retardation with reduced somatic manifestations. Death frequently occurs at the median age of 15. No treatment is currently available.

Birth prevalences of 0.28—4.1 per 100, 000 have been reported (Valstar et al., 2008). More recently, He´ron et al. (2010) estimated the mean annual incidence for Sanfilippo B in France at 0.15 per 100,000 births.

1.1.2 ***Overview of AMT-110***

The goal of our AMT-110 program is to provide a gene therapy for Sanfilippo B syndrome through the introduction of a functional NaGlu gene into the patients' brain cells.

This project is being pursued together with the Pasteur Institute (Paris) whereby uniQure is responsible for developing the manufacturing process and producing clinical grade material and the Pasteur Institute for conducting the clinical trials.

1.1.3 Preclinical Development

· *Product Profile*

AMT-110 is designed to be delivered via intracranial administration.

AMT-110 or rAAV5-hNaGlu, is a recombinant adeno-associated vector of serotype 5, consisting of:

- Inverted terminal regions or ITRs of the adeno-associated serotype 2
- A human α-N-acetylglucosaminidase, or hNaGlu, gene the therapeutic gene
- The mouse phosphoglycerate kinase-1 promoter (muPGK)

· *Pre-clinical Proof of Concept*

Preclinical PoC studies were conducted in mouse and dog disease models at the Pasteur Institute. These studies showed that mice with MSPIIIB a single AAV5-NaGlu intracranial injection resulted in reversion of storage lesions throughout the brain and prevented loss of Purkinje cells. Furthermore, it improved animal behavior and corrected pathological featured of the disease including, neuro-inflammation, axonal transport, synaptic vesicle content and the autophagy defect.

[**]

· *Non-clinical safety & toxicology studies*

The following table presents a summary of the AMT-10 non-clinical safety and toxicology studies that have been conducted to support the clinical development program.

Parameter to be assessed	Study performed	Results
[**]	[**]	[**]
[**]	[**]	[**]
[**]	[**]	[**]

1.1.4 **Summary of AMT-110 Preclinical Development Program**

- ***In animal models of Sanfilippo B, treatment with AAV5-hNaGlu ameliorated pathophysiological signs and symptoms of the disease.***

- ***AMT-110 administered into the striatum of non-immunosuppressed rats and immunosuppressed rats and dogs produced long lasting presence of vector DNA in the brain and caused no mortality and no signs of toxicity.***

1.1.5

1.1.6 Clinical Development Program

1.1.7 *The key regulatory and clinical development milestones for AMT-110 include the following,*

- 1st Scientific Advice with French Regulatory Authorities [**]
- 2nd Scientific Advice with French Regulatory Authorities [**]
- IMPD Submission [**]
- IMPD Approval [**]
- Phase I start [**]

Expected Milestones

- Phase II/III start [**]
- Registration [**]

The Phase I/II study is a single center, open label, prospective, interventional, single dose of AAV5-hFIXco (AMT-060) trial in children with Sanfilippo type B syndrome. [**].

The primary objective of the study is to evaluate the clinical, radiological and biological safety of the treatment. The secondary objective is to collect samples and data to define exploratory tests that could become evaluation criteria for further clinical efficacy studies (Brain MRI; neurological tests and biological markers).

The study will be conducted at the Bicêtre Hospital which is part of the University Hospitals of South Paris and is expected to enroll a total of [**] children during an [**] months inclusion period. The duration of follow-up for each patient is [**]. The first patient was dosed in October 2013.

- Future Clinical Development

Licensee plans to complete the Phase I and start a Phase II/III trial in multiple sites worldwide. Following initiation of this trial one of the options on how to proceed would be applying for approval for compassionate use to treat on a named patient basis. This can be well justified based on the size of the indication and lethality of the condition.

1.1.8 **Summary of AMT-110 Clinical Development Program**

- **The IMPD was submitted in [**]**
- **Phase I was started in [**]**

B) Active Research Projects

1. Huntington's Disease

Disease background: Huntington's Disease (HD) is a neurodegenerative genetic disorder that affects motor control and leads to cognitive decline and dementia. It typically becomes noticeable in middle age, but can begin at any age from infancy to old age. HD has a prevalence of around 1 affected individual in 100,000.

The mutated form of the protein huntingtin causes cellular dysfunction and death in a number of CNS sites but is most noticeable in the striatum and cortex. The mutation is caused by CAG repeats in the DNA of patients. The earliest features of HD are involuntary movements and irritability and a loss of executive function. This progresses over time and in the more advanced stages, the patient is demented and bed-bound. The disease is currently incurable with patients dying about 20-25 years after it begins.

Clinical need: The clinical need for these patients is high as there is no cure for the disease.

Feasibility

As the CAG repeats in the Huntingtin gene are the cause of the disease, downregulation of the expression of the CAG repeats is an option. Also rescuing the neurons from degeneration using GDNF is an option. Both options are currently under investigation. Replacing the gene is not an option as this is far too large to fit into an AAV vector.

Several transgenic mice models exist. Severity and time of onset are based on the number of CAG repeats in the model. Mostly used are the R6/1 and R6/2 transgenic models.

Preclinical work: Proof of concept using GDNF has been established in one laboratory. **Licensee** is currently trying to establish this with our own vector in the laboratory of Roger Barker.

Proof of concept with siRNA has been established in mice models and **Licensee** is in the process of implementing this into our studies.

Development overview to IMPD:

[**]

The proof of concept studies (*in vivo/ in vitro* work) will provide the first milestone (Go/No Go) for the project.

With regards to the siRNA approach to HD, vector generation & optimization will require an additional 9 months prior to any other activity. Then a similar development path to what is shown above will need to be

followed.

It is **Licensee's** aim upon a successful PoC to develop this product further to a Phase I clinical investigation which should start [**].

Collaborators: Licensee is working together with Roger Barker (Cambridge University) on the use of GDNF to rescue neurons in Huntington models, based on a EUREKA grant. **Licensee** is also working together with Nicole Deglon (Lausanne University), Anna Skorupska (Lublin University) and Sebastian Kuegler (Gottingen University) in a Eurostars grant setting. Competition comes from siRNA companies.

Safety concerns: Potential safety concerns could be the complete downregulation of the Huntingtin gene, even though not fully supported by the Eurostars team. The use of GDNF could lead to side effects, such as weight loss.

IP: For GDNF, **Licensee** has a license from Amgen. For the siRNA work **Licensee** has a non-exclusive license from Benitec.

2. Multiple System Atrophy

Disease Background: Multiple System Atrophy (MSA) is a sporadic neurodegenerative disease that is characterized by the presence of glial inclusion bodies, which stain positive for a synuclein. The clinical picture is that of parkinsonism, autonomic failure, cerebellar ataxia and pyramidal signs in differing combinations. Approximately 80% of patients present with predominantly parkinsonian features (MSA-P) manifesting in rapidly deteriorating akinesia, rigidity, postural instability and high pitched dysarthria. Most such patients do not exhibit the classic resting tremor of Parkinson's disease and virtually all develop frank dysautonomia in the course of the illness. The cause of the disease is not known.

Clinical need: Although a minority of patients may achieve modest benefit from dopaminergic therapy, there is no satisfactory treatment for the parkinsonian disabilities of MSA-P. Additionally, deep brain stimulation of the subthalamic nucleus has been of little or no value. Within 5 years of disease onset patients die so the clinical need is high for these patients.

Feasibility:

MSA is not a single monogenic disease, but may be treated with a single neuroprotective protein. In this case, this could be GDNF. Some transgenic animal models exist, all overexpressing the alpha-synuclein protein. The rationale to use GDNF (besides its general neuroprotective effect on neurons) is that both in patients and the transgenic mouse model, GDNF expression is downregulated. Introduction of an elevated level of GDNF may serve as the treatment. Read out parameters for the disease progression are all related to those of Parkinson's Disease. PoC has not yet been established, but is under investigation in the mouse model.

Development overview to IMPD: a

[**]

The proof of concept studies (*in vivo/ in vitro* work) will provide the first milestone (Go/No Go) for the project.

It is our aim upon a successful PoC to develop this product further to a Phase I clinical investigation which should start [**].

Collaborators: Licensee is working together with Erwan Bezard (University of Bordeaux) and Olivier Rascol (University of Toulouse) who are together running the French reference center for MSA.

Safety Assessment: The use of GDNF could lead to side effects, such as weight loss. The exact mechanism through

which the treatments would have its effect is not clear yet.

3. Hearing loss

Disease background: Hearing loss is a serious clinical problem. Underlying mechanisms for the loss of neurons in the cochlea can vary from ischemia, mechanical stress to toxic insults. The actual numbers of patients is not easy to define, but it could be rather large. When age-related hearing loss is also taken into account, this is no longer an orphan indication.

Clinical need: Patients with hearing loss could be helped with cochlear implants. However, progressive neurodegeneration is not stopped by that. There is high clinical need as there is no cure for the disease.

Feasibility:

Neuron function and survival is dependent on a delicate balance of neurotrophins. Following trauma or toxic insult to neurons, they may slowly die. To reverse this state of degeneration, it could be beneficial to supply the neurons with a neurotrophin such as GDNF. This neurotrophin has been shown to be able to rescue neurons from degeneration in several models, including those of the substantia nigra and for instance motorneurons in the spinal cord after trauma.

Animal models are available and include for instance use of Kanamycin in cats, mice or guinea pigs. Also chemotherapeutic agents from the class of statins are used.

Preclinical work: Proof of concept using recombinant brain-derived neurotrophic factor (BDNF) and/or GDNF has been established. **Licensee** is currently trying to establish this with our own vector in the laboratory of Patricia Leake.

Cochlea of mice can be transduced to express a recombinant transgene.

Development overview to IMPD:

[**]

The proof of concept studies (*in vivo/ in vitro* work) will provide the first milestone (Go/No Go) for the project.

This new project has just been initiated upon a successful PoC it is our aim to develop this product further to a Phase I clinical trial, which should start by the [**].

Collaborators: Licensee is working together with Patricia Leake (University College of San Francisco) on the use of GDNF to rescue neurons in mouse and cat models. She is the investigator who developed the cochlear implant. This could also be included in the experimental plan.

Safety concerns: The use of GDNF could lead to side effects. Weight loss is not expected, but as the GDNF also has a neurotrophic effect, nerve fibers could sprout in an aberrant way possibly leading to incorrect connections.

IP: For GDNF, **Licensee** has a license from Amgen; the program as a whole is under investigation.

C) Exploratory Research Projects

The projects listed under this category in Table 1 above are not in active research yet, but are likely targets for our platform technology and are being assessed on feasibility before starting active bench work.

Exhibit 10.29

16 FEBRUARY 2012

Strictly Private & Confidential

Business Acquisition Agreement

between

Amsterdam Molecular Therapeutics (AMT) Holding N.V.
as the Seller

uniQure B.V.
as the Purchaser

Forbion Co-Investment II Coöperatief U.A.

Coöperatieve AAC LS U.A.

And

FORBION Co-Investment COÖPERATIEF U.A.

as the Investor

Amsterdam Molecular Therapeutics (AMT) B.V.

and

Amsterdam Molecular Therapeutics (AMT)IP B.V.
as the Subsidiaries

relating to

the AMT human gene based therapy operations

Simmons & Simmons

Simmons & Simmons LLP PO Box 79023 1070 NB Claude Debussylaan 247 1082 MC Amsterdam The Netherlands
T +31 20 722 2500 F +31 20 722 2599

CONTENTS

SCHEDULES

THIS AGREEMENT is dated and made on 16 February 2012

BETWEEN:

(1) **Amsterdam Molecular Therapeutics (AMT) Holding N.V.**, a public company (*naamloze vennootschap*), incorporated under the laws of the Netherlands with its registered office (*zetel*) in Amsterdam, and its business address at Meibergdreef 61, 1105 BA, Amsterdam, the Netherlands and registered with the Commercial Register (*Handelsregister*) of Amsterdam under number 33301321 (the "Seller");

(2) **uniQure B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), incorporated under the laws of the Netherlands with its registered office in Amsterdam, and its business address at Gooimeer 2 35, 1411 DC Naarden, the Netherlands and registered with the Commercial Register of Gooi-, Eem- en Flevoland under number 54385229 (the "Purchaser");

(3) **Amsterdam Molecular Therapeutics (AMT) B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), incorporated under the laws of the Netherlands with its registered office (*zetel*) in Amsterdam, and its business address at Meibergdreef 61, 1105 BA, Amsterdam, the Netherlands and registered with the Commercial Register (*Handelsregister*) of Amsterdam under number 34275365 ("AMT BV");

(4) **Amsterdam Molecular Therapeutics (AMT)IP B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), incorporated under the laws of the Netherlands with its registered office (*zetel*) in Amsterdam, and its business address at Meibergdreef 61, 1105 BA, Amsterdam, the Netherlands and registered with the Commercial Register (*Handelsregister*) of Amsterdam under number 34275369 ("AMT IP BV");

(5) **Forbion Co-Investment II Coöperatief U.A.**, a cooperative (*coöperatie*), incorporated under the laws of the Netherlands with its registered office in Naarden, and its business address at Gooimeer 2 35, 1411 DC Naarden, the Netherlands and registered with the Commercial Register of Gooi-, Eem- en Flevoland under number 53951956, represented by its managing director **Forbion 1 CO II Management B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), incorporated under the laws of the Netherlands with its registered office (*zetel*) in Naarden, and its business address at Gooimeer 2 35, 1411 DC Naarden, the Netherlands and registered with the Commercial Register of Gooi-, Eem- en Flevoland under number 53951956 (the "New Investor");

(6) **Coöperatieve AAC LS U.A.**, a cooperative (*coöperatie*), incorporated under the laws of the Netherlands with its registered office in Amsterdam, and its business address at Gooimeer 2 35, 1411 DC Naarden, the Netherlands and registered with the Commercial Register of Gooi-, Eem- en Flevoland under number 34256402, represented by its managing director **Forbion 1 Management B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), incorporated under the laws of the Netherlands with its registered office (*zetel*) in Amsterdam, and its business address at Gooimeer 2 35, 1411 DC Naarden, the Netherlands and registered with the Commercial Register of Gooi-, Eem- en Flevoland under number 34249898 (the "Existing Investor I");

(7) **FORBION Co-Investment COÖPERATIEF U.A.**, a cooperative (*coöperatie*), incorporated under the laws of the Netherlands with its registered office in Naarden, and its business address at Gooimeer 2 35, 1411 DC Naarden, the Netherlands and registered with the Commercial Register of Gooi-, Eem- en Flevoland under number 32142360, represented by its managing director **Forbion 1 Management B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), incorporated under the laws of the Netherlands with its registered office (*zetel*) in Amsterdam, and its business address at Gooimeer 2 35, 1411 DC Naarden, the Netherlands and registered with the Commercial Register of Gooi-, Eem- en Flevoland under number 342498 98 (the "Existing Investor II");

each a "Party" and jointly referred to as the "Parties". AMT BV and AMT IP BV jointly referred to as the "Subsidiaries" and the Seller and the Subsidiaries jointly referred to as the "Group". The Existing Investor I and the Existing Investor II jointly referred to as the "Existing Investors". The Existing Investors and the New Investor jointly referred to as the "Investor".

BACKGROUND:

(A) The Group is engaged in the development of human gene based therapies. The Seller acts as the holding company for the Subsidiaries and is listed on NYSE Euronext in Amsterdam.

(B) Human gene-based therapies are intended to restore the natural function of the body as opposed to life long symptomatic treatment. These therapies are also very complex and it has taken years of innovative research to progress them to their current state where many of the traditional hurdles have been overcome. The Seller is a perceived leader in this field and the Executive Board (as defined hereafter) is of the view that the Group is well positioned to benefit from the anticipated growth of the area. It is against this background that the Seller had a regulatory setback with its lead product, which necessitated a change in strategy (pipeline focus).

(C) On 21 October 2011 the Seller was informed that the European Medicine Agency's Committee for Medical Products for Human Use (CHMP) maintained its earlier opinion that the Group's lead product is not approvable at this time. The CHMP argues that the Group has not shown clinical benefit in a sufficient number of patients for a sufficiently long time. The CHMP admits that it sees the technology platform risks as marginal.

(D) The fact that the CHMP issued a negative opinion regarding the Group's lead product combined with the fact that the Group has very little cash available to continue the funding of its operations and the difficulties with attracting additional funding given the general economic climate and the Group's prospects has led to concerns about the continuation of the Group's business despite its strong position in the field.

(E) Because of the CHMP's negative opinion, the Seller redefined its strategy and decided to focus its development efforts and financial resources on its Hemophilia B, GDNF and AIP programs whilst suspending all investment in its lead product and the DMD program and implemented a reorganisation, which reorganisation included the redundancy of around 50% of the Group's employees and a reduction of the Group's operations (the "Reorganisation").

(F) With the aim of further reducing the cost base and to generate funds by means of milestone payments and royalties, the Seller has engaged in partnering discussions with

various pharma companies, especially regarding its Hemophilia B program. At the same time, it continuously explored all options with regard to the Business (as defined herein) and its financing. The outcome of this exploration is that the Seller was informed repeatedly by its bankers that they are unable to assist to attract additional financing in the current circumstances, that the Seller has not been able to attract any interest from a significant number of specialist biotech funds and investors that it approached directly, and that there are no viable possibilities of a strategic party making a bid for the Business currently available.

(G) Whilst the Seller anticipates that it may be possible to conclude a partnership on its Hemophilia B program in the first half of 2012, it is unlikely that it will be able to do so before its currently remaining cash is depleted. This means that to be able to continue its operations as a going concern, the Seller has an acute need to attract additional funding.

(H) The Existing Investors hold a substantial share interest in the Seller and are also the holders of the Loan Notes (as defined herein). In view of the difficult position of the Group, the Investor and the Seller have been discussing the possibilities of a transaction that allows for the continuation of the Group's current activities and the further advancement of its pipeline and which takes into account the justified interests of the Group's stakeholders, including the shareholders of the Seller.

(I) On 22 December 2011 the Seller and the Existing Investors entered into a confidentiality and standstill agreement, a copy of which is attached hereto as schedule 1 (the "Confidentiality and Standstill Agreement").

(J) Because of conflict of interest considerations at the Executive Board and Supervisory Board level a special committee consisting of Supervisory Board members Messrs. Ferdinand Verdonck (Chairman), Philippe Van Holle, Joseph Feczko and François Meyer (the "Special Committee") was established which has been allocated the AMT decision-making regarding the possible Transaction (as defined here below) with the Purchaser and the Investor.

(K) The Investor has been able to obtain funding commitments of €6.0 million in aggregate from a number of funds under its management, of which €5.0 million is committed by the New Investor that cannot invest in public companies, as a consequence of which taking the Business private is a prerequisite for this funding to be available.

(L) The Special Committee has established that the Investor's €6.0 million funding commitment offers the only significant funding opportunity that is available to the Group and that without this funding the Seller will likely have to apply for a moratorium of payment or file for bankruptcy on short notice. As a consequence and in comparison to an insolvency scenario, the funding opportunity the Investor offers provides an opportunity for the continuation of the Business and a chance to retain shareholder value and preserve jobs.

(M) The Special Committee recognises that the Investor's commitment to provide the aforementioned €6.0 million and to proceed with the Transaction is conditional to the Seller being able to obtain additional irrevocable financing commitments for the Business of at least €1.0 million in aggregate from an alternative investor, but believes that meeting this condition should be possible now that the Investor has expressed its willingness to further fund the Business.

(N) The discussions between the Parties have resulted in an agreement relating to the sale and purchase of the Business and its financing as further described in, and subject to the terms and conditions of this Agreement (the "Transaction").

(O) Gene therapy is expected to advance medicine enormously in the area of many monogenic diseases and the Group has a leading position in this field. It is in this context that the Special Committee sees that the Transaction allows the Seller's shareholders to maintain the value upside. It is the only financing transaction that the Special Committee believes to be able to execute on at the moment in the limited time frame available.

(P) The Transaction requires the approval of the general meeting of shareholders of the Seller. On the basis that the Transaction is in the best interests of the Seller, its shareholders and the Business, the Special Committee supports the Transaction and shall recommend to the Extraordinary General Meeting (as defined hereafter) to approve the Transaction subject to the provisions of this Agreement.

(Q) The Seller and the Special Committee have received a fairness opinion (the "Fairness Opinion") dated 17 February 2012 from Ernst & Young LLP in connection with the Transaction and supporting the Special Committee's recommendation of the Transaction, stating that the Transaction is fair and reasonable and in the interests of the Seller´s shareholders. A copy of the Fairness Opinion is attached as schedule 2.

(R) The Parties have complied with or will comply with the provisions of the SER Merger Code 2000 (*SER-Fusiegedragsregels 2000*) and the Works Council Act (*Wet op de Ondernemingsraden*).

AGREE AS FOLLOWS:

1. **Interpretation**

1.1 Unless explicitly stated otherwise, the following terms shall have the following meaning (and grammatical variations of such terms shall have corresponding meanings):

"Accounts Receivable" means all the accounts receivable of the Seller relating to the Business;

"Administration" means all the administration of the Group relating to the Business, whether in electronic or physical form, including but not limited to ownership titles of assets, bought and sold ledgers, purchase and sales day books and purchase and sales invoices, management information records and other accounting books and records of the Group including tax records relating to the Business;

"Advance Distribution" has the meaning ascribed thereto in clause 13.2;

"Agreement" means this business acquisition agreement including the recitals and the Schedules hereto;

"Alternative Funding" shall mean unconditionally (except for customary closing conditions) and fully committed funding that would result in the Business being funded until at least the end of the calendar year 2012, which in the reasonable opinion of the Special Committee, acting in good faith, offers a better proposition for the future and continuity of the Company and its stakeholders than the Transaction;

"Alternative Offer" has the meaning ascribed thereto in clause 7.1;

"Alternative Offer Announcement" has the meaning ascribed thereto in clause 7.2;

"Alternative Offer Period" has the meaning ascribed thereto in clause 7.2;

"AMT BV" means Amsterdam Molecular Therapeutics (AMT) B.V.;

"AMT BV Shares" means all of the issued and outstanding shares in the share capital of AMT BV;

"AMT BV Seller Loan" means the intra Group loan agreement between the Seller (as lender) and AMT BV (as borrower) and all (existing and future) rights and obligations thereunder;

"AMT IP BV" means Amsterdam Molecular Therapeutics (AMT)IP B.V.;

"AMT IP BV Seller Loan" means the intra Group loan agreement between the Seller (as lender) and AMT IP BV (as borrower) and all (existing and future) rights and obligations thereunder;

"AMT IP BV Shares" means all of the issued and outstanding shares in the share capital of AMT IP BV;

"Business" means all activities of the Group, its operations and all its assets and liabilities, and includes the Sale Shares, the Loan Notes, the Contracts and Convertible Loan Note Agreement, the Seller Loans, the Intellectual Property Rights and the Further Assets and Liabilities, but excludes the Excluded Contracts;

"Business Day" means any day of the week (excluding Saturdays and Sundays) on which banks are open for business in the Netherlands;

"CIT Fiscal Unity Termination Date" has the meaning ascribed thereto in clause 16.3(B);

"Completion" means the consummation of the Transaction as contemplated in clause 10;

"Completion Date" means the date on which Completion shall occur and which shall be determined in accordance with clause 10.1;

"Conditions Precedent" has the meaning ascribed thereto in clause 8.1;

"Confidentiality and Standstill Agreement" has the meaning ascribed thereto recital (I);

"Contracts" means all contracts entered into by the Group relating to the Business and all existing and future rights and obligations thereunder as further set out in schedule 3 but excluding the Excluded Contracts;

"Convertible Loan Note Agreement" means the agreement constituting the issuance of loan notes dated 22 December 2009 and made by the Seller and Coöperatieve AAC LS U.A. and Forbion Co-Investment Coöperatief U.A. and all existing and future rights and obligations of the Seller thereunder;

"DCC" means the Dutch Civil Code (*Burgerlijk Wetboek*);

"Deed of Assignment" has the meaning ascribed thereto in clause 6.2;

"Deed of Contribution" has the meaning ascribed thereto in clause 10;

"Distribution" has the meaning ascribed thereto in clause 13.2;

"Distribution Record Date" means the date that is the tenth Business Day following the date on which the dissolution of the Seller in accordance with clause 13.1 shall come into effect;

"Economic Ownership Transfer Agreement" means the agreement entered into on the date hereof by the Seller and the Subsidiaries pursuant to which the Seller agrees to transfer to the Subsidiaries the economic ownership of the NV-Business, subject to and on the terms and conditions set forth in such agreement;

"Employees" means all of the employees of the Group and includes the liabilities and obligations of the Seller towards or in relation to those employees, including all liabilities and obligations in relation to the Reorganisation;

"Encumbrance" means any right of pledge, mortgage, usufruct, retention of title or other security interest or other limited right (*beperkt recht*) whatsoever and any arrest, charge, attachment, option or lien or any similar concept that limits free and unrestricted title, under any applicable jurisdiction and any agreement or arrangement having the effect of providing security or priority;

"Excluded Contracts" means this Agreement, the listing agreement between the Seller and Euronext Amsterdam, the contract with the ENL agent and the payment agent, the liquidity provider agreement between the Seller and Kempen & Co N.V., the D&O Insurance policy of the Seller and any outstanding obligations under any stock option plan or other employee benefit plan of the Seller;

"Executive Board" means the executive board (*raad van bestuur*) of the Seller;

"Existing Investor I" means Coöperatieve AAC LS U.A., represented by its managing director Forbion 1 Management B.V.;

"Existing Investor II" means FORBION Co-Investment COÖPERATIEF U.A., represented by its managing director Forbion 1 Management B.V.;

"Existing Investors" means the Existing Investor I and the Existing Investor II;

"Extraordinary General Meeting" has the meaning ascribed thereto in clause 5.1;

"Fairness Opinion" has the meaning ascribed thereto in recital (Q);

"Final Distribution" has the meaning ascribed thereto in clause 13.2;

"Further Assets and Liabilities" means the Accounts Receivable, Administration, Intra-Group Trading Items, Employees and Contracts and any further assets and liabilities of the Group as further specified in schedule 3;

"Group" means the Seller and the Subsidiaries collectively;

"Guarantees" means any guarantees, indemnities, sureties, letters of comfort, joint and/or several liabilities or any other similar concept under applicable law pursuant to which a

person or entity has or may become liable for the liabilities or obligations of another person or entity;

"Independent Tax Advisor" means an independent tax advisor or tax lawyer appointed by the Seller and Purchaser jointly with at least ten (10) years of experience as a practicing tax advisor or tax lawyer and being a member of the Dutch tax advisors association (*Nederlandse Orde van Belastingadviseurs*) or the Dutch association of tax lawyers (*Nederlandse Vereniging van Advocaat-Belastingkundigen*);

"Intellectual Property Rights" has the meaning ascribed thereto in schedule 3;

"Intra-Group Trading Items" means at any time, and from time to time, all amounts owed, outstanding or accrued in the ordinary course of trading between the Seller and the Subsidiaries in respect of intra group trading activity between them;

"Investor" means the New Investor and the Existing Investors;

"Loan Note 1" means the €700,000 5% convertible loan note due 2014 of the Seller dated 23 December 2009 and issued to and held by Coöperatieve AAC LS U.A. which is constituted by the Convertible Loan Note Agreement, and all the existing and future rights and obligations of the Seller thereunder;

"Loan Note 2" means the €4,300,000 5% convertible loan note due 2014 of the Seller dated 23 December 2009 and issued to and held by Forbion Co-Investment Coöperatief U.A. which is constituted by the Convertible Loan Note Agreement, and all the existing and future rights and obligations of the Seller thereunder;

"Loan Notes" means the Loan Note 1 and the Loan Note 2 collectively;

"Long Stop Date" means 12 May 2012;

"Matching Offer Right" has the meaning ascribed thereto in clause 7.2;

"New Investor" means Forbion Co-Investment II Coöperatief U.A., represented by its managing director Forbion 1 CO II Management B.V.;

"NV-Business" means all activities of the Seller, its operations and all its assets and liabilities, and includes the Accounts Receivable, the Contracts, the Intellectual Property Rights and the Further Assets and Liabilities (with the exception of the Administration), but excludes the Sale Shares, the Loan Notes, the Convertible Loan Note Agreement, the Seller Loans, the Excluded Contracts and the Economic Ownership Transfer Agreement;

"Opening Balance Sheet" means an opening balance sheet for Dutch corporate income tax purposes of AMT BV and AMT IP BV as at the CIT Fiscal Unity Termination Date as prescribed in article 13 of the Fiscal Unity Regulations 2003 (*Besluit fiscale eenheid 2003*) on a basis consistent with the Seller's past practice (*bestendige gedragslijn*) and explanatory notes thereto;

"Party" or "Parties" means each of the Seller, the Purchaser, the Subsidiaries and the Investor individually or collectively;

"Purchaser" means uniQure B.V.;

"Purchaser Warranties" means the representations and warranties (*garantieverklaringen*) made by the Purchaser to the Seller contained in Schedule 4;

"Recommendation" means the Special Committee's recommendation to the Extraordinary General Meeting to approve the Transaction;

"Reorganisation" has the meaning ascribed thereto in recital (E);

"Sale Shares" means the AMT IP BV Shares and the AMT BV Shares;

"Schedule" means a schedule to this Agreement;

"Secondary Tax Liability" means any secondary liability for Tax for which the Seller is liable on the basis of article 39 and 43 of the Dutch Collection Tax Act 1990 (*Invorderingswet 1990*);

"Seller" means Amsterdam Molecular Therapeutics (AMT) Holding N.V.;

"Seller Loans" means the AMT BV Seller Loan and the AMT IP BV Seller Loan collectively;

"Seller's Tax Matters" has the meaning ascribed thereto in clause 16.3(A);

"Seller Warranties" means the representations and warranties (*garantieverklaringen*) made by the Seller to the Purchaser contained in Schedule 5;

"Shareholders Circular" has the meaning ascribed thereto in clause 5.1;

"Signing Date" means 16 February 2012, being the date on which this Agreement is made and dated;

"Special Committee" has the meaning ascribed thereto in recital (J) and consists of Supervisory Board members Messrs. Ferdinand Verdonck (Chairman), Philippe Van Holle, Joseph Feczko and François Meyer;

"Subsidiaries" means AMT BV and AMT IP BV;

"Supervisory Board" means the supervisory board (*raad van commissarissen*) of the Seller;

"Surviving Provisions" means clause 1 (Interpretation), clause 9 (Break fee), clause 17 (Confidentiality/Public Announcement), clause 18 (Binding effect/Assignment), clause 19 (Partial invalidity), clause 20 (Entire agreement), clause 21 (Expenses), clause 22 (Dissolution and Annulment) clause 23 (Notices) and clause 24 (Governing law and jurisdiction) which shall survive any termination of this Agreement;

"Tax" or "Taxes" means any and all taxes and governmental and local duties, levies and fees of every kind, including without limitation corporate income tax, value added tax, property tax, import and excise duties, EU charges, wage and personal income taxes, transfer tax, capital gains tax, inheritance tax, environmental tax, capital tax and customs duties, retributions, social security contributions and premiums, and any interest, increases or penalties thereon;

"Tax Authority" means any taxing or other authority competent to impose any liability in respect of Taxes or responsible for the administration and/or collection of Taxes or enforcement of any law in relation to Taxes;

"Tax Claim" means any notice, demand, assessment, letter or other document by or on behalf of any Tax Authority resulting in a liability of the Seller or the Subsidiaries in respect of Tax;

"Tax Liability" means any actual liability of the Seller in respect of Tax attributable to the Business and the Subsidiaries or a Secondary Tax Liability;

"Tax Relief" includes any allowance, credit, deduction, exemption or set-off (including for the avoidance of doubt loss carry forwards) in respect of any Tax or relevant to the computation of any income, profits or gains for the purposes of any Tax, or any repayment of or saving of Tax (including any repayment supplement or interest in respect of Tax), and any reference to the use or set off of Tax Relief shall be construed accordingly and shall include use or set off in part and any reference to the loss or diminution of a Tax Relief shall include the absence, non-existence or cancellation of any such Tax Relief, or to such Tax Relief being available only in a reduced amount;

"Transaction" means the transaction contemplated by this Agreement and as further described in recital (N);

"Transaction Resolutions" has the meaning ascribed thereto in clause 5.4;

"Trust Foundation" has the meaning ascribed thereto in clause 4.1;

"uniQure DR(s)" has the meaning ascribed thereto in clause 2.2;

"VAT Fiscal Unity Termination Date" has the meaning ascribed thereto in clause 16.9; and

"Working Hours" means 9.30 a.m. to 5.30 p.m. on a Business Day.

1.2 In this Agreement, a reference to:

(A) a "subsidiary" or "holding company" is to be construed in accordance with section 2:24(a) DCC;

(B) a "group company" or "affiliate" is to be construed in accordance with section 2:24(b) DCC;

(C) "material" or any similar expressions in this Agreement shall be construed in the context of the business of the Group taken as a whole;

(D) singular words shall include the plural and *vice versa* and words in a particular gender shall include all genders, unless the context requires otherwise;

(E) the word "include" or "including" are used to indicate that the matters listed are not a complete enumeration of all matters covered, unless the contrary is specifically stated;

(F) the words "hereof", "herein", "hereto" and "hereunder" and words of similar import shall refer to this Agreement as a whole and not to any particular provision thereof;

(G) a person includes a reference to a body corporate, association or partnership; and

(H) a clause or a schedule is a reference to a clause or schedule of the actual agreement.

1.3 In this Agreement, clause headings are inserted for convenience purposes only. They shall not affect the construction or interpretation of this Agreement.

1.4 In case of conflict between or inconsistency of the provisions of the actual agreement and the contents of the Schedules, the provisions of the actual agreement shall prevail.

1.5 The English language used in this Agreement intends to describe Dutch legal concepts only and the consequences of the use of this language in English law or any other law shall be disregarded. In case of conflict between Dutch legal concepts mentioned between brackets and/or in italics in this Agreement and the English translation thereof as used in this Agreement, the Dutch text, and its meaning thereof under Dutch law, will prevail.

2. **Sale of the Business**

2.1 Subject to the terms and conditions of this Agreement the Seller hereby agrees to contribute to the Purchaser and the Purchaser hereby agrees to accept from the Seller the Business.

2.2 Subject to the conclusion of the Economic Ownership Transfer Agreement and the execution of the Deed of Assignment in accordance with clause 6.2, the Business shall be transferred in accordance with clause 10 by way of a contribution in kind (*inbreng in natura*) on depositary receipts for (class B) ordinary shares in the capital of the Purchaser (the "uniQure DRs"), which uniQure DRs shall be issued to the Seller as consideration. The number of uniQure DRs to be issued to the Seller shall be equal to the number of shares in the Seller that shall be outstanding on the Completion Date.

3. **Funding of the Business**

3.1 The Investor commits to provide equity funding of €6.0 million to the Purchaser.

3.2 Pursuant to the Investor's commitment to provide equity funding to the Purchaser, 9,771,986 (class A) ordinary shares in the capital of the Purchaser shall be issued to the Investor on or around the Completion Date at an issue price of €0.614 per share, being the mean closing share price of the Seller on NYSE Euronext in Amsterdam for the five Business Days prior to the Signing Date. In addition, the Seller's debt under the Loan Notes as assumed by the

Purchaser pursuant to the Transaction shall be converted in 5,320,000 (class A) ordinary shares in the capital of the Purchaser issued to the Existing Investors, using a conversion price of €1.00 per share.

4. **Organisation of the Purchaser**

4.1 The Investor shall procure that the Purchaser — a newly incorporated company without any liabilities — shall be structured and organized in accordance with the term sheet attached as Schedule 6 (Project Kairos Term Sheet) and that such structure and organisation shall have been implemented prior to Completion. This means inter alia that the Investor shall procure the incorporation of the trust foundation (the "Trust Foundation") that shall issue the uniQure DRs and the preparation of the trust conditions pursuant whereto the Trust Foundation shall hold the (class B) ordinary shares in the capital of the Purchaser on trust and of the shareholders agreement to be entered into between the shareholders of the Purchaser.

4.2 All documentation to be prepared by the Investor and its advisers pursuant to clause 4.1 shall be prepared in close consultation with the Seller's advisers and require the Seller's approval, acting reasonably.

5. **Extraordinary General Meeting and Recommendation**

5.1 The Transaction is subject to approval of the Seller's general meeting of shareholders in accordance with section 2:107a DCC and the Seller's articles of association. As soon as reasonably possible, the Seller shall convene an extraordinary general meeting of shareholders (the "Extraordinary General Meeting") which shall be proposed to approve the Transaction and adopt the other Transaction Resolutions. The current target date of the Extraordinary General Meeting is 30 March 2012, which requires a convocation to be submitted no later than on 17 February 2012.

5.2 On the basis that the Transaction as contemplated by this Agreement is in the best interests of the Seller and its stakeholders and the Business, the Special Committee supports the Transaction and shall give the Recommendation.

5.3 The Recommendation may be modified or withdrawn by the Special Committee in the event an Alternative Offer having been made.

5.4 In addition to the proposal to approve the Transaction, the Extraordinary General Meeting shall be proposed to resolve:

(A) subject to an Alternative Offer being made, to approve the disposal of the Business or a significant part thereof or the shares in capital of the Seller pursuant to an Alternative Offer, in view of section 2:107a of the DCC and section 20.1 of the Seller's articles of association;

(B) subject to the execution of the Deed of Contribution, to dissolve and liquidate the Seller in accordance with section 47.1 of its articles of association with the members of the Executive Board becoming the liquidators of Seller's dissolved property;

(C) subject to the execution of the Deed of Contribution, to approve the Advance Distribution;

(D) subject to the execution of the Deed of Contribution, to approve the Seller's delisting from NYSE Euronext in Amsterdam;

(E) subject to the execution of the Deed of Contribution, to appoint AMT BV as the custodian (*bewaarder*) of the Seller's books and records pursuant to section 2:24 of the Dutch Civil Code;

(F) to discharge (*decharge verlenen aan*) (i) the members of the Supervisory Board and (ii) the members of the Executive Board;

(G) to confirm in view of a (potential) conflict of interest between the Seller and members of the Executive Board that the shareholders meeting shall not make an appointment as referred to in clause 19.3 of the Seller's articles of association; and

(H) to approve an amendment of the Seller's articles of association to increase its authorised share capital to €3,200,000, divided in 80,000,000 shares with a nominal value of €0.04 each.

(the proposal to approve the Transaction and each of the other proposals to the Extraordinary General Meeting referred to in clause 5.4(B) through 5.4(H) collectively the "Transaction Resolutions"). The Extraordinary General Meeting shall also serve to discuss the measures to be taken in view of the Seller's equity position in accordance with section 2:108a DCC.

5.5 The Existing Investors undertake with the Seller to support the Transaction and vote in favour of the Transaction Resolutions. The undertaking of the Existing Investors as per this clause 5.5 is unconditional and irrevocable and shall only terminate if this Agreement is terminated.

5.6 In relation to the Extraordinary General Meeting the Seller shall make a shareholders circular (the "Shareholders Circular") available to its shareholders. The Shareholders Circular, which shall be in English only, shall include the Recommendation and the Fairness Opinion. The contents of the Shareholders Circular shall be agreed between the Seller and the Purchaser prior to its release.

6. **Interim Period**

6.1 The Seller undertakes to the Purchaser that in the period from the Signing Date to the Completion Date, except with the approval of the Purchaser:

(A) none of the Subsidiaries' articles of association or other constitutional documents will be changed or altered;

(B) each of the Subsidiaries shall use its best endeavours to carry on its respective business in all material respects in the ordinary and usual course and consistent with past practice;

(C) neither the Seller nor the Subsidiaries shall terminate or amend the employment agreements with any of the Employees other than with the prior written approval of the Purchaser;

(D) no Subsidiary shall allot, issue, redeem or repurchase securities, loan capital (including shareholder loans and profit participation rights) or shall become a party to any agreement to do so; and

(E) no dividend or other distribution or repayment of capital is, or shall be, paid or declared by the Seller or any of the Subsidiaries, other than the Distribution.

6.2 The Seller further undertakes to the Purchaser that on the date hereof the Seller and the Subsidiaries will enter into the Economic Ownership Transfer Agreement. In connection therewith the Seller undertakes that in the period from the Signing Date to the Completion Date the legal title to the NV-Business shall be transferred by the Seller to the Subsidiaries by means of the execution of a deed of assignment (the "Deed of Assignment") to be mutually agreed by the Seller and the Purchaser acting in good faith. In order to implement such transfer in accordance with the Deed of Assignment, the Seller shall undertake all necessary actions, including but not limited to:

(A) by informing the debtors of the Accounts Receivable in writing that the Accounts Receivable have been assigned to the Purchaser;

(B) by requesting the counterparties to the Contracts in writing for their co-operation to the transfer of contract to which the Seller is a party; and

(C) to the extent not already referred to in this section 6.2, the proper fulfilment of applicable transfer requirements in respect of the Intellectual Property Rights and Further Assets and Liabilities owned and/or held by the Seller.

6.3 The Seller and the Purchaser hereby agree that in the period from the Signing Date to the Completion Date the Seller shall transfer the legal title to and economic ownership of the Seller Loans to the Subsidiaries, unless such transfer has materially adverse consequences for the Seller or the Subsidiaries; such determination to be made by the Seller and the Purchaser jointly acting reasonably.

7. Alternative Offer and Alternative Funding

7.1 For the purpose of this Agreement an "Alternative Offer" is an unconditional written *bona fide* offer by any third party for the Business or a significant part thereof or for the shares in the capital of the Seller, which may be a realistic and credible alternative to the Transaction for the Seller's shareholders and other stakeholders.

7.2 If in the period starting on Signing Date and ending on the 16th day prior to the date of the Extraordinary Meeting (such period the "Alternative Offer Period") the Seller receives one or more Alternative Offer(s), the Seller will as soon as possible, after having notified the Purchaser of such Alternative Offer, publicly announce that the Alternative Offer was made and the terms and conditions thereof (the "Alternative Offer Announcement"). The Purchaser may in its sole discretion amend its offer for the Business in such a manner that it matches or is superior to the Alternative Offer (the "Matching Offer Right") for a period of five days following the Alternative Offer Announcement.

7.3 Before the Extraordinary General Meeting, the Special Committee shall indicate whether it intends, acting in good faith and taking into account the possible exercise of the Matching Offer Right by the Purchaser, to withdraw or materially modify its Recommendation.

7.4 If one or more Alternative Offer(s) is/are made and announced by way of the Alternative Offer Announcement the Extraordinary General Meeting shall be proposed to vote both on the Transaction as well as on the Alternative Offer(s) in accordance with and as set out in clause 5.4(A). In such case, the resolution by the Extraordinary General Meeting in relation to the Transaction, or as the case may be, an Alternative Offer that is approved by the Extraordinary General Meeting shall be pursued by the Seller, and if more than one transaction is approved by the Extraordinary General Meeting the Seller shall pursue the transaction approved with the highest majority of the votes cast at the Extraordinary General Meeting.

7.5 If the Seller pursues an Alternative Offer in accordance with clause 7.4, this Agreement may be terminated by each Party with immediate effect, by means of written notice to each other Party.

7.6 If the Seller achieves attracting Alternative Funding prior to Completion and pursues with such Alternative Funding, each Party may terminate this Agreement with immediate effect by means of written notice to each other Party.

8. Conditions Precedent

8.1 The sale and purchase of the Business is subject to fulfilment on or before the Completion Date of each of the following conditions precedent (the "Condition(s) Precedent"):

(A) the adoption of the Transaction Resolutions by the Extraordinary General Meeting and, in case one or more Alternative Offer is/are made, the adoption of the resolution(s) under clause 5.4(A), provided in such case that the procedure as set out in clause 7.4 has been followed by the Seller;

(B) no application having been made to the Enterprise Division of the Amsterdam Court of Appeal pursuant to section 5:73 of the Act on financial supervision (*Wet op het financieel toezicht*) requesting that the Purchaser or any of its current shareholders make a public takeover bid;

(C) no breach of the Seller Warranties or default under any of the terms and provision of this Agreement on the part of the Seller having occurred which has not been remedied to the reasonable satisfaction of Purchaser and which breach or default could reasonably be expected to constitute a material adverse effect on the Business and is of such material nature that it cannot be reasonably expected that the Purchaser continues with the Transaction and no facts or circumstances having occurred which could lead to such breach or default;

(D) no breach of the Purchaser Warranties or default under any of the terms and provision of this Agreement on the part of the Purchaser having occurred which has not been remedied to the reasonable satisfaction of Seller and which breach or default is of such material nature that it cannot be reasonably expected that the Seller continues with the Transaction and no facts or circumstances having occurred which could lead to such breach or default;

(E) no action or proceeding by or before any court of law or arbitral tribunal or any governmental, provincial or municipal administrative body or authority or otherwise has been taken or instituted against any Party which may restrain, prohibit, invalidate or otherwise affect the transactions contemplated by this Agreement in any material respect;

(F) Euroclear Nederland having accepted the uniQure DRs for inclusion in and settlement through its book entry systems;

(G) SenterNovem's consent having been given to assign the agreement between the Seller and SenterNovem by the Seller to the Purchaser;

(H) irrevocable financing commitments being available to the Business in an amount of no less than EUR 1,000,000 (not including financing commitments extended by (funds managed by) the Investor); and

(I) no material adverse change has occurred in the profitability, financial or trading position or the prospects of the Group.

8.2 The Conditions Precedent under 8.1(A), 8.1(B), 8.1(E), 8.1(F) and 8.1(G) have been stipulated for the benefit of both the Seller and the Purchaser and may only be invoked or waived in writing by the Seller and the Purchaser acting jointly. The Conditions Precedent under, 8.1(C), 8.1(H) and 8.1(I) have been stipulated exclusively for the benefit of the Purchaser and may only be invoked or waived in writing by the Purchaser. The Condition

Precedent under 8.1(D) has been stipulated exclusively for the benefit of the Seller and may only be invoked or waived in writing by the Seller.

8.3 The Seller and the Purchaser will, after execution of this Agreement, co-operate with each other to complete the applicable procedures under the applicable competition laws and regulations in the most expeditious manner and will further use their reasonable efforts to cause the fulfilment of the Conditions Precedent.

8.4 Should any Party become aware of anything which will or may prevent any of the Conditions Precedent from being satisfied it shall forthwith notify the same in writing to the other Parties.

8.5 In the event that any Condition Precedent has not been fulfilled or, to the extent permitted by law and this Agreement, has been waived by the Purchaser or the Seller (as the case may be) by the Long Stop Date, the Party or Parties for the benefit of which the relevant Condition Precedent has been stipulated may terminate this Agreement with immediate effect, by means of written notice to each other Party.

8.6 In the event this Agreement is terminated pursuant to clauses 7.5, 7.6 and 8.5, this Agreement shall cease to have effect, with the exception of the Surviving Provisions. In the event of such termination no Party shall be liable towards any other Party except for any liability towards any other Party in respect of a breach of this Agreement that took place prior to termination and except for the break fee that may be due pursuant to clause 9.

9. **Break fee**

9.1 A break fee is payable by the Seller to the Purchaser in the event this Agreement is terminated, except in the event of a termination of this Agreement as a result of the Condition Precedent under 8.1(D) being invoked, equal to compensate the Purchaser for all costs reasonably incurred (including, for the avoidance of doubt, legal fees) by the Purchaser and/or the Investor in connection with the Transaction, the break fee that may become payable pursuant to this clause 9.1 always being maximised at €200,000.

10. **Completion**

10.1 Completion shall take place at the offices of Stibbe N.V. in Amsterdam as soon as possible after the date on which the last Condition Precedent under clause 8.1 is satisfied or, where permitted, waived in writing by the relevant Party or Parties, save as the Seller and the Purchaser may agree otherwise in writing, which is expected to occur on or about five April 2012.

10.2 Following the conclusion of the Economic Ownership Transfer Agreement and the execution of the Deed of Assignment in the Interim Period in accordance with clause 6.2, the Business shall be transferred by the Seller to the Purchaser by means of the execution by one of the notaries of Stibbe N.V. of a notarial deed of contribution in kind (*akte van inbreng*) (the "Deed of Contribution") to be mutually agreed by the Seller and the Purchaser acting in good faith, pursuant to which the (class B) ordinary shares in the capital of the Purchaser underlying the uniQure DRs shall be issued to the Trust Foundation, with the Trust Foundation immediately subsequent issuing the uniQure DRs to the Seller. By means of the execution of the Deed of Contribution — as a consequence of which the Business shall be transferred — the Seller shall transfer to the Purchaser and the Purchaser shall accept from the Seller on the Completion Date:

(A) the Loan Notes and the Convertible Loan Note Agreement at a value equal to the nominal value and accrued interest and transfer of contract — the Parties agree and acknowledge that any and all rights under the Loan Notes and the Convertible Loan Note Agreement to convert any amount due under any Loan Note into shares in the Seller are terminated and extinguished as of the moment and by means of the execution of the Deed of Contribution;

(B) the Administration (also by giving the Purchaser possession (*bezitsverschaffing*) thereto and, if necessary, notification to third parties holding (parts of) the Administration for the Group);

(C) the Seller Loans at a value equal to the nominal value and accrued interest, in the event the Seller has not transferred the legal title to and economic ownership of these Seller Loans to the Subsidiaries between the Signing Date and the Completion Date, due to the existence of materially adverse consequences for the Seller or the Subsidiaries; and

(D) the Sale Shares.

10.3 To transfer the Business, on the Completion Date the Purchaser shall assume from the Seller and the Seller shall transfer to the Purchaser the Guarantees, whilst the Seller shall forthwith upon request of the Purchaser request the creditors of the Guarantees in writing for their consent to the transfer of the Guarantees to the Purchaser.

10.4 To the extent any Employees are employed by Seller and not by the Subsidiaries and have not been transferred to the Purchaser on the Completion Date as a result of the transfer of the Sale Shares such Employees (and the rights and obligations under the employment agreements with such Employees in force at the Completion Date) will be transferred to the Purchaser by operation of law as a result of transfer of undertaking (*overgang van onderneming*) in accordance with section 7:663 *et sec*. DCC.

10.5 The Purchaser shall procure the due compliance with section 2:204b DCC in relation to the contribution in kind by means of the Deed of Contribution, including the preparation of the description of the contribution and the preparation of the auditor's statement.

11. **Co-operation following the Completion Date**

11.1 The Parties shall do all such further acts and execute all such further documents as shall be necessary to fully effect the transfer of any part of the Business following Completion. The Parties shall take all necessary steps and cooperate fully to ensure that the Purchaser acquires (or assumes, as the case may be) the Business and the Parties shall at first request execute such documents in such form as may be agreed between the Seller and the Purchaser and take such other steps as are necessary or appropriate for vesting in the Purchaser all of the Seller's rights and interests in the Business.

11.2 Insofar as any of the Contracts or any other (asset or liability that is) part of the Business cannot be effectively transferred to the Purchaser without the consent of a third party or except by an agreement of novation on the Completion Date and the Parties have nevertheless proceeded with the Completion, then:

(A) the Purchaser acting on behalf of the Seller shall use all reasonable endeavours to obtain such consent or to procure a novation as soon as is reasonably possible following the Completion Date;

(B) unless and until such consent is obtained or novation has taken place the Purchaser shall for its own account perform on behalf of the Seller (but at the Purchaser's expense) all the obligations of the Seller existing under such Contracts or (other asset or liability that is) part of the Business and the Seller will observe and comply with Purchaser's reasonable instructions in relation to the same;

(C) any and all benefits under such Contracts or other (asset or liability that is) part of the Business shall be for the account of the Purchaser, and if received by the Seller, shall be forthwith paid on to the Purchaser by the Seller; and

(D) the Purchaser and the Seller may decide in mutual consent to terminate certain Contracts.

11.3 The Purchaser shall procure, with effect from the Completion Date, the release of the Seller from any (joint and/or several) Guarantees and other liabilities given by, assumed by or binding upon the Seller in relation to any of the liabilities of the Group. The Purchaser shall indemnify and hold the Seller harmless and, against all amounts to be paid by it to any such (joint and several) Guarantees and other liabilities with respect to the Business (whether relating to the period before or after Completion).

12. **Post-Completion undertakings**

12.1 The objective of the Transaction is that at Completion the entire Business and all its historic, actual and future assets and liabilities are transferred to the Purchaser, effectively transforming the Seller in a listed shell company with the uniQure DRs as its single asset and without any liabilities and that the uniQure DRs shall be subsequently available for distribution to the Seller's shareholders by way of the Distribution as further set out in clause 13. In view of this objective:

(A) the Purchaser will, provided that Completion has taken place, indemnify the Seller and hold the Seller fully harmless (*vrijwaren en schadeloosstellen*) against all claims, liabilities, losses, costs (including the costs of legal and other advisers), damages, charges, expenses, proceedings and actions relating or attributable to the Business, whether relating to the period before or after Completion;

(B) the Purchaser shall compensate the Seller on a euro for euro basis for all costs associated to its operations as from Completion until the moment that the liquidation terminates and the Seller ceases to exist as further set out in clause 13, including but not limited to the costs and fees incurred and to be incurred pursuant to the Excluded Contracts, the listing, the preparation of the financial statements for the financial year 2011 and other financial reports, the 2012 annual general meeting and the Tax arrangements set out in clause 16;

(C) the Purchaser shall at no cost make the services and assistance of the Employees available to the Seller to the extent reasonably required or desired in relation to the Seller's operations as from Completion until the moment that the liquidation terminates and the Seller ceases to exist, including but not limited to services and assistance in relation to prepare financial statements and other financial reporting, required disclosures, compliance matters and matters associated to the dissolution and liquidation of the Seller as further set out in clause 13.

12.2 The Purchaser shall, and shall procure that the Subsidiaries shall, promptly and timely provide copies taken from the Administration and all further information and documentation relating to the Business that the Seller may reasonably require for the purpose of preparing its financial statements or otherwise request.

12.3 Except to the extent that liability arises from the gross negligence (*grove nalatigheid*) or wilful misconduct (*opzet*) of the relevant person, the Purchaser (by way of irrevocable third party stipulation for no consideration) shall indemnify each member of the Special Committee, the Executive Board and the

Supervisory Board and hold them fully harmless (*vrijwaren en schadeloosstellen*) against all claims, liabilities, losses, costs (including the costs of legal and other advisers), damages, charges, expenses, proceedings and actions relating or attributable to the Transaction, including for the avoidance of doubt the dissolution, the Distribution and delisting as set out in clause 13, and shall furthermore procure that appropriate D&O insurance for the benefit of the Special Committee and the members of the Executive Board and Supervisory Board shall be available and remain available at the Purchaser's costs from Completion until the moment that the liquidation terminates and the Seller ceases to exist.

13. **Dissolution, Distribution and delisting**

13.1 If and to the extent the Extraordinary General Meeting adopts the resolution to approve the Transaction and subject to the execution of the Deed of Contribution, the Seller shall be dissolved in accordance with section 47.1 of the Seller's articles of association and section 2:23a et seq. DCC with the Executive Board members becoming the liquidators of the Seller's dissolved property.

13.2 Because the Seller's dissolved property will consist of the uniQure DRs issued to the Seller in consideration for the Business without any known financial liabilities, and the financial condition is expected to justify the same, it is intended that the liquidators shortly after the Completion Date make an advance liquidation distribution to the Seller's shareholders by distributing and allocating to each such shareholder one uniQure DR for each share in the Seller held on the Distribution Record Date (the "Advance Distribution"). Should any liquidation surplus remain after the Advance Distribution, the liquidators will make a final liquidation distribution to the Seller's shareholders of such remaining liquidation surplus as soon as reasonably possible after the liquidation accounts and plan of distribution have become final (such final distribution, if any, the "Final Distribution", the Advance Distribution and the Final Distribution (if any) also, the "Distribution").

13.3 The Distribution, to the extent it concerns the distribution of the uniQure DRs, shall be an allocation of such securities where there is no element of choice on the part of the recipient, including no right to repudiate the allocation. Consequently, the Distribution is no "offer of securities to the public" in the meaning of Chapter 5.1 of the Financial Supervision Act (*Wet op het financieel toezicht*) and article 2.1 (d) of the Prospectus Directive (2003/71/EC - 2010/73/EU). As a result the Distribution does not require the publication of a prospectus, nor does any other element of the Transaction.

13.4 The Purchaser shall procure that upon issue the uniQure DRs shall be included in the Euroclear Nederland operated book entry systems, enabling the Distribution of the uniQure DRs being settled through such book entry system, resulting in one uniQure DR being credited in the securities account of each of the Seller's shareholder for each share in the Seller held on the Distribution Record Date.

13.5 When the liquidation ends the Seller shall cease to exist, which shall effectively also result in the Seller's delisting, to the extent the delisting cannot be achieved at an earlier date in consultation with Euronext Amsterdam and subject to such conditions as Euronext Amsterdam may propose.

14. **Seller Warranties**

14.1 Subject to Completion and the provisions of this clause 14, the Seller represents and warrants to the Purchaser that each of the Seller Warranties is accurate on the Signing Date and shall be accurate on the Completion Date.

14.2 The Purchaser acknowledges that the Seller Warranties are the only representations, warranties or other assurances of any kind on which the Purchaser may rely in entering into this Agreement. No statement made or information provided by or on behalf of the Seller, the Subsidiaries or any of their affiliates or advisors can be regarded as a representation, warranty or other assurance of any kind.

14.3 Subject to the limitations of clauses 14.4 through 14.6, in the event of a breach of any Seller Warranty, the Seller shall, at the direction of the Purchaser, pay to the Purchaser or any other designated person, at the option of the Purchaser, an amount equal to:

(A) the amount necessary to place the Purchaser and the Subsidiaries in the position in which each of them would have been if the relevant breach had not occurred; or

(B) the actual amount of damage (*schade*) suffered or incurred by the Purchaser.

14.4 The aggregate liability of the Seller pursuant to this clause 14 shall not exceed €1,000,000.

14.5 The Purchaser's right to claim compensation for damage for a breach of one or more of the Seller Warranties lapses on the earlier of (i) six months after the Signing Date and (ii) the moment on which the Seller dissolves, unless prior to the relevant expiry date valid notice of a valid claim has been given by the Purchaser to the Seller in accordance with clause 14.6.

14.6 If the Purchaser becomes aware of anything that constitutes or may constitute a breach of or may be inconsistent with the Seller Warranties, the Purchaser will give immediate written notice to the Seller of all the relevant facts known at the time to the Purchaser. The Purchaser shall have no right to claim damages if the Purchaser has not initiated legal proceedings against the Seller within two months after the lapse of the relevant limitation period referred to clause 14.3.

15. **Purchaser Warranties**

15.1 The Purchaser represents and warrants to the Seller that each of the Purchaser Warranties is accurate on the Signing Date and shall be accurate on the Completion Date.

15.2 The Purchaser shall be liable to the Seller for and shall indemnify and hold the Seller harmless against all losses and damages (including, without limitation, all reasonably incurred legal fees and costs of litigation) suffered by the Seller as a result of a breach of one or more of the Purchaser Warranties.

16. **Additional Tax arrangements**

Tax indemnities

16.1 The Purchaser will indemnify the Seller and hold the Seller fully harmless against all actions, claims, costs, interest and expenses (including fees of legal and other advisers), provided that these costs and expenses have been reasonably incurred, in relation to:

(A) any actual liability in respect of Tax for which the Seller is liable as a result of any event occurring before or on Completion Date or in respect of any profits earned or revenues realised before or on the Completion Date (excluding for the avoidance of doubt any Dutch dividend withholding tax), which are attributable to the Business and/or the Subsidiaries;

(B) any Secondary Tax Liability.

Due date for payment

16.2 A payment to be made by the Purchaser under clause 16.1(A) or 16.1(B), shall be made within ten Business Days after the earlier of (i) the date on which the Seller and the Purchaser have agreed jointly (x) not to file an appeal against a Tax assessment or similar instrument which constitutes a payment obligation, or (y) not to file a further appeal against a decision with respect to a Tax Liability; (ii) the date on which a final decision is made on appeal with respect to a Tax Liability against which no further appeal is possible or (iii) the date on which the Seller, with the prior consent of the Purchaser, in the context of a Tax Liability has made a payment to any Tax Authority on the basis of a Tax assessment or similar instrument which constitutes a payment obligation which cannot be suspended or is paid to avoid interest or penalties.

Procedural arrangements

Seller's Tax Matters

16.3 The Parties agree that:

(A) the Seller or such professional advisers as the Seller may determine shall, with due observance of clause 16.3(E) and 16.3(F), conduct the preparation, submission and negotiation of all returns and computations, the preparation and submission of all correspondence relating to such returns and computations and the agreement of all matters relevant to the Tax position of the CIT Fiscal Unity, the Seller and, for any period ending on or before the Completion Date, the Subsidiaries (the "Seller's Tax Matters");

(B) the Seller and Purchaser will agree jointly on the date of termination of the Dutch fiscal unity for Dutch corporate income tax purposes within the meaning of article 15 Dutch Corporate Income Tax Act 1969 (*Wet op de vennootschapsbelasting 1969*) (the "CIT Fiscal Unity Termination Date") and shall not shall take any positions in their Tax affairs inconsistent therewith. Within three months following the Completion Date, the Seller shall present the Purchaser with an Opening Balance Sheet The Purchaser is entitled to dispute the Opening Balance Sheet in writing within 10 Business Days after delivery thereof. In case the Seller and the Purchaser are not able to remove the objections of the Purchaser amicably within 5 Business Days, an Independent Tax Advisor shall decide on the objection and to the extent necessary revise the Opening Balance Sheet.

(C) Any Tax Relief attributable to the Business and/or the Subsidiaries shall be transferred by the Seller to the Purchaser or the Subsidiaries to the maximum extent possible, such that it will be available to the Purchaser or the Subsidiaries after Completion. In accordance with article 15af of the Dutch Corporate Income Tax Act, the Seller and the Subsidiaries shall, together with the CIT Tax return for the period during which the Fiscal Unity Termination Date occurs, submit a request to the Tax authorities to transfer to the Subsidiaries the remaining losses available for loss carry forward attributable to the Subsidiaries.

(D) the Purchaser shall, and shall procure that the Subsidiaries shall co-operate fully with the Seller for the purpose of the Seller's Tax Matters and the compilation of the Opening Balance Sheet and will cause the Subsidiaries to provide the Seller promptly and timely with any information received by the Purchaser or the Subsidiaries, which is relevant to the Seller's Tax Matters and with any information as deemed necessary by the Seller to compile the Opening Balance Sheet and upon the Seller's first request with all reasonable information, documentation and assistance requested with reasonable priority and will provide Seller and its advisers access to the Subsidiaries' books and records during reasonable business hours, to the extent reasonably required to assess the Tax position of the Seller;

(E) the Seller shall keep the Purchaser fully informed of the progress of all matters relating to the Seller's Tax Matters and shall provide the Purchaser with copies of all written correspondence with any Tax Authority if and to the extent relevant for the Tax affairs of the Seller;

(F) the Seller shall not, without the written consent of the Purchaser, file returns, make claims, elections or statements or enter into an agreement or settlement with any Tax Authority in respect of the Seller's Tax Matters if such a return, claim, election, statement or such an agreement or settlement could reasonably lead to adverse Tax consequences for the Purchaser.

(G) the Subsidiaries shall, subject to clause 16.3(E) and 16.3(F) being fulfilled, immediately authorise, sign and submit to the relevant Tax Authority such returns and other ancillary information, accounts, statements and reports relating to a relevant Tax period and make such claims and elections and give such consents to comply with all procedural requirements in respect of the making or giving of such returns, ancillary information, accounts, statements and reports or such claims, elections or consents as the Seller may direct in writing to the extent that they relate to the Seller's Tax Matters;

(H) if the Seller directs the Subsidiaries to make a payment for Wage Taxes, social securities and VAT to any Tax Authority in respect of any matter over which the Seller has conduct, the Subsidiaries shall make the payment to the relevant Tax Authority within two Business Days of the Subsidiaries receiving the written instruction from the Seller;

(I) The Purchaser nor the Subsidiaries shall take any positions in their Tax affairs inconsistent with the Opening Balance Sheet (as revised by the Independent Tax Advisor).

16.4 The Seller shall up to the Completion Date continue its Tax affairs and the Tax affairs of the Subsidiaries in a manner consistent with past practice (*bestendige gedragslijn*), and:

(A) the Seller shall not deviate and shall cause the Subsidiaries not to deviate from the principles consistently applied and the courses of action consistently followed in respect of (i) the determination of the profit for Tax purposes (*fiscale winstbepaling*); and (ii) the valuation of the assets and liabilities for Tax purposes; and

(B) the Seller shall ensure that no decisions or any other actions are taken by it or the Subsidiaries which may prejudice or otherwise cause an adverse change in its Tax position or the Tax position of the Subsidiaries,

unless required by applicable Tax law or written permission has been granted by the Purchaser

The terms 'consistently applied principles' and 'course of action consistently followed ' in the previous sentence, *inter alia*, relate to the depreciation schedule, transfer pricing, and the moment revenue, income, gain, loss, cost and expenditures are recognised for Tax and accounting purposes.

Purchaser's Tax Matters

16.5 With effect from Completion, the Purchaser and its advisers shall have sole conduct of all Tax affairs of the Subsidiaries other than the Seller's Tax Matters.

Conduct of Tax Claims

16.6 Subject to Completion, if the Seller receives any Tax Claim, the Seller shall give or procure that notice in writing is given to the Purchaser as soon as is reasonably practicable.

16.7 The Purchaser shall be entitled at its own expense to resist the Tax Claim in the name of the Seller or as the case may be the Subsidiaries and to have the conduct of any appeal, dispute, compromise or defence of the Tax Claim and of any incidental negotiations and the Seller will give and procure the Subsidiaries to give the Purchaser all reasonable co-operation, access and assistance for the purposes of considering and resisting the Tax Claim.

16.8 If the Purchaser does not elect to resist that Tax Claim in the name of the Seller, the Seller shall give the Purchaser drafts of all communications it intends to make in relation to the Tax Claim at least five Business Days before the communication is made, shall make such amendments as the Purchaser shall request unless, in the reasonable opinion of the Seller, such amendments may adversely affect the tax position of the Seller, before it makes such communication and shall promptly provide the Purchaser with copies of all correspondence relating to the Tax Claim.

VAT

16.9 The Seller shall cause the request referred to in article 43, paragraph 1 of the Dutch Collection Tax Act 1990 (*Invorderingswet 1990*) to be submitted to the competent Tax Authorities on the Completion Date in order to effectuate the termination of the Dutch fiscal unity for Dutch VAT purposes within the meaning of article 7 paragraph 4 Dutch VAT Act 1968 (*Wet op de omzetbelasting 1968*) between the Seller and the Subsidiaries as from the Completion Date (the "VAT Fiscal Unity Termination Date").

16.10 The Seller and the Purchaser shall determine jointly whether there are registrations for VAT purposes of the Seller's Group outside The Netherlands that have to be terminated and shall cause the termination of such registration(s). The Purchaser shall in its sole discretion determine whether to apply for new registrations for VAT purposes of the Purchaser's Group, as from the Completion Date.

Confidentiality

16.11 Any information obtained by a Party from another Party in connection with any Tax matters to which this clause 16 applies shall be kept confidential, except as otherwise provided in this Agreement and except as may be otherwise necessary in connection with the filing of tax returns or claims for refund or in conducting an audit or other tax proceedings relating to the disclosing party or to comply with any statutory requirements.

Miscellaneous

16.12 The provisions of this clause 16 exhaustively constitute the obligations of the Seller relating to Tax.

17. **Confidentiality/Public Announcement**

17.1 Except to the extent required by law (including the SER Merger Code 2000) or applicable stock exchange regulations and in case of such requirement only after prior consultation with the other Party (to the extent reasonably practicable), the Parties will not disclose the content of this Agreement and the discussions and negotiations to any third party.

17.2 The Parties will consult and agree in advance with each other on the timing and tenor of any public announcement with respect to the Transaction, provided however that no Party shall be required to abstain from any public announcement that that is required by law or applicable stock exchange regulations.

17.3 Nothing in this clause 17 shall affect the rights and obligations of the relevant Parties under the Confidentiality and Standstill Agreement.

17.4 Immediately after the execution of this Agreement, the Seller shall issue the press release in the agreed form attached as schedule 7.

18. **Binding Effect/Assignment**

18.1 All the terms, provisions, warranties, covenants and conditions of this Agreement shall only be binding upon and inure to the benefit of and be enforceable by the Parties after this Agreement has been signed by the Parties.

18.2 Except as expressly provided otherwise, this Agreement does not contain any third-party stipulation (*derdenbeding*).

18.3 This Agreement and any rights and obligations of the Parties hereto may not be transferred, assigned or delegated by any Party to a third party without the prior written consent of the Seller.

19. **Partial Invalidity**

19.1 In the event that one or more clauses of this Agreement or of the Schedules are established to be non-binding, the other clauses of this Agreement and of the Schedules will continue to be effective. The Parties are obliged to replace the non-binding clauses with other clauses that are binding, in such a way that the new clauses differ as little as possible from the non-binding clauses, taking into account the object and the purpose of this Agreement.

20. **Entire Agreement; counterparts**

20.1 This Agreement including the Schedules thereto contains all arrangements, which the Parties have made on the subject. They shall replace and supersede all other (previous) arrangements and agreements, which the Parties have made or have entered into on the subject. This Agreement can only be altered or modified by means of a document signed by the Parties.

20.2 This Agreement may be executed in any number of counterparts by the Parties to it, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

21. **Expenses**

21.1 Each of the Parties hereto shall pay its own expenses incurred or to be incurred in connection with the negotiation and preparation of this Agreement and the transactions contemplated thereby, except for the expenses incurred or to be incurred by the Investor, which expenses shall be borne by the Purchaser.

22. **Dissolution and Annulment**

22.1 Each of the Parties hereby waives the right, and each of the Parties accepts the same, to cancel (*opzeggen*), to dissolve or bring an action to dissolve this Agreement (*ontbinding*) and/or to annul or bring an action to annul this Agreement (*vernietiging*) or alter this Agreement on the basis of unforeseen circumstances (*onvoorziene omstandigheden*) or suspend (*opschorten*) any of the obligations assumed hereunder as from the moment of its execution.

22.2 Each of the Parties hereby further waives, and each of the Parties accepts the same for the other Parties, the applicability of title 1 of Book 7 DCC.

23. **Notices**

23.1 All announcements or notices to the Parties will be done in writing and delivered to the relevant Party at its address specified in Schedule 8 as long as a Party does not give notice to the other Parties of any other address.

23.2 Subject to clause 23.3, in the absence of evidence of earlier receipt, any notice or other communication given under this Agreement shall be deemed to have been duly given as follows:

(A) if delivered personally or by courier, on delivery;

(B) if sent by registered mail, two clear Business Days after the date of posting; and

(C) if sent by email, at the time of completion of transmission provided that the recipient of the email acknowledges receipt of such email.

23.3 Any notice given under this Agreement outside Working Hours in the place to which it is addressed shall be deemed not to have been given until the start of the next period of Working Hours in such place.

24. **Governing law and Jurisdiction**

24.1 This Agreement and any contractual and non contractual obligations arising there from shall be governed exclusively by Dutch law.

24.2 All disputes arising out of or in connection with this Agreement or further agreements resulting thereof shall be settled by arbitration in accordance with the rules of the Netherlands Arbitration Institute (*Nederlands Arbitrage Instituut*). The Arbitral Panel will consist of three arbitrators and the proceedings will be conducted in English (unless the Parties agree otherwise) in Amsterdam, The Netherlands. The Arbitral Panel will rule in accordance with provisions of Dutch law.

[*signature pages follow*]

This Agreement is executed in three copies in Amsterdam on 16 February 2012 by:

Amsterdam Molecular Therapeutics (AMT) Holding N.V.

/s/Jörn Aldag
By: Mr. J. Aldag
Title: Chief Executive Officer

Amsterdam Molecular Therapeutics (AMT) Holding N.V.

/s/PJ Morgan
By: Mr. P.J. Morgan
Title: Chief Financial Officer

uniQure B.V.

/s/H.A. Slootweg
By: Forbion 1 Co II Management B.V.
Title: Director
By: H.A. Slootweg
Title: Director

uniQure B.V.

/s/M.A. van Osch
By: Forbion 1 Co II Management B.V.
Title: Director
By: M.A. van Osch
Title: Director

Amsterdam Molecular Therapeutics (AMT) B.V.

/s/ Jörn Aldag
By: Amsterdam Molecular Therapeutics (AMT) Holding N.V.
Title: Director
By: Mr. J. Aldag
Title: Chief Executive Officer

Amsterdam Molecular Therapeutics (AMT) B.V.

/s/PJ Morgan
By: Amsterdam Molecular Therapeutics (AMT) Holding N.V.
Title: Director
By: Mr. P.J. Morgan
Title: Chief Financial Officer

Amsterdam Molecular Therapeutics (AMT)IP B.V.

/s/ Jörn Aldag
By: Amsterdam Molecular Therapeutics (AMT) Holding N.V.
Title: Director
By: Mr. J. Aldag
Title: Chief Executive Officer

Amsterdam Molecular Therapeutics (AMT)IP B.V.

/s/PJ Morgan
By: Amsterdam Molecular Therapeutics (AMT) Holding N.V.
Title: Director
By: Mr. P.J. Morgan
Title: Chief Financial Officer

Forbion Co-Investment II Coöperatief U.A.

/s/H.A. Slootweg
By: Forbion 1 Co II Management B.V.
Title: Director
By: H.A. Slootweg
Title: Director

Forbion Co-Investment II Coöperatief U.A.

/s/M.A. van Osch
By: Forbion 1 Co II Management B.V.
Title: Director
By: M.A. van Osch
Title: director

Coöperatieve AAC LS U.A.

/s/H.A. Slootweg
By: Forbion 1 Management B.V.
Title: Director
By: H.A. Slootweg
Title: Director

Coöperatieve AAC LS U.A.

/s/M.A. van Osch
By: Forbion 1 Management B.V.
Title: Director
By: M.A. van Osch
Title: director

FORBION Co-Investment COÖPERATIEF U.A.

/s/H.A. Slootweg
By: Forbion 1 Management B.V.
Title: Director
By: H.A. Slootweg
Title: Director

FORBION Co-Investment COÖPERATIEF U.A.

/s/M.A. van Osch
By: Forbion 1 Management B.V.
Title: Director
By: M.A. van Osch
Title: director

SCHEDULE 1 — CONFIDENTIALITY AND STANDSTILL AGREEMENT

22 December 2011

Confidentiality and Standstill Agreement

between

Amsterdam Molecular Therapeutics (AMT) Holding N.V.

and

Forbion I Management B.V.

relating to Project Kairos

Simmons & Simmons

Simmons & Simmons LLP PO Box 79023 1070 NB Claude Debussylaan 247 1082 MC Amsterdam The Netherlands
T +31 20 722 2500 F +31 20 722 2599

CONTENTS

CONFIDENTIALITY AND STANDSTILL AGREEMENT

BETWEEN:

[(1) **Amsterdam Molecular Therapeutics (AMT) Holding N.V.** a public company (*naamloze vennootschap*), incorporated under the laws of the Netherlands with its registered office (*zetel*) in Amsterdam, and its business address at Meibergdreff 61,105 BA, Amsterdam Zuidoost and registered with the Dutch Commercial Register (*Handelsregister*) of Amsterdam under number 33301321 ("Company"); and

(2) **Forbion I Management B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*)], incorporated under the laws of the Netherlands with its registered office (*zetel*) in Amsterdam, and its business address at Gooimeer 2-35, 1411 DC Naarden and registered with the Dutch Commercial Register (*Handelsregister*) of Amsterdam under number 34249888 (the "Recipient").

The Company and the Recipient, jointly the "Parties".

WHEREAS:

(A) the Recipient is interested in investigating the possibilities of pursuing a transaction ("Transaction") involving certain or all assets of the Company or an alternative transaction regarding the Company and its subsidiaries (all together, including any affiliates, hereinafter referred to as the "Group"), in the context of which the Recipient may receive certain Information (as defined herein);

(B) in consideration of the Company's willingness to make Information available to the Recipient and in order to enable the Recipient to evaluate the Transaction, the Recipient hereby commits to keep the Information confidential and to comply with the standstill provisions, all in accordance with this Agreement.

DECLARE TO HAVE AGREED AS FOLLOWS:

1. **Definitions**

1.1 In this Agreement the following capitalised words shall have the following meanings:

"Agreement" means this Confidentiality and Standstill Agreement;

"Information" means any information or data relating to the Transaction, the Group, the Group's assets and liabilities, the shareholders of the Company and/or any of their respective affiliates, whether received orally, in writing, electronically, visually or in any other form and whether before or after the date of this Agreement, together with all analyses, memoranda, reports, documents, data or information which contain or reflect information or data as aforementioned. "Information" does not include any information which:

(A) was, as at the date of its disclosure to the Recipient, public knowledge, or which subsequently to the date of its disclosure, becomes public knowledge other than by reason of any breach of this Agreement;

(B) is lawfully obtained by the Recipient through any other source and without any express or implicit obligation of confidentiality.

(C) is required to be disclosed by (i) any court of competent jurisdiction or any competent judicial, governmental, supervisory or regulatory body, or (ii) the rules of any stock exchange on which the shares or other securities of the Company are listed; and

(D) is disclosed with prior written consent of the Company, subject to the conditions set forth in such written consent.

"Group" as defined above;

"Company" as defined above;

"Inside Information" as defined in clause 6.1;

"Recipient Representative" as defined in clause 2.6;

"Parties" as defined above; and

"Transaction" as defined above.

1.2 In this Agreement a reference to the Group, the Recipient or any of their respective affiliates shall include a reference to the managing directors, supervisory directors, shareholders, employees and advisers of the Group, the Recipient and their respective affiliates.

1.3 In this Agreement any reference to a person includes a reference to persons and corporate bodies including partnerships.

1.4 In this Agreement a reference to an "affiliate" shall be construed as a reference to a group company within the meaning of section 2:24b of the Dutch Civil Code.

2. **Confidentiality of Information**

2.1 The Recipient shall hold the Information strictly confidential and shall not without the prior written consent of the Company:

(A) reveal (or cause to be revealed), disclose (or cause to be disclosed), make (or cause to be made) available or publish (or cause to be published) the Information, or any part thereof, in any shape, form or manner; or

(B) use (or cause to be used) or make (or cause to made) use of the Information, or any part thereof, for any purpose other than in connection with the Transaction;

it being understood that Information obtained by any Recipient Representative that holds a position with the Company, whether as supervisory board member, advisor, or otherwise, may continue to be used by such persion in fulfilling his (statutory) obligations via-à-vis the Company in ordinary course.

2.2 The Recipient shall keep confidential and not disclose to anyone the existence and/or nature of the negotiations in relation to the Transaction, the existence of this Agreement or the fact that the Information has been made available.

2.3 If the Recipient becomes aware of the confidentiality of Information having been breached or is threatened to be breached, it shall immediately notify the Company of the same and in consultation with the Company take all necessary steps to mitigate the effects of such (threatened) breach.

2.4 The Recipient shall immediately inform (to the extent permitted by law) the Company of any requirement to disclose or request or order for any disclosure referred to in clause 1.1(C) and inform the Company of the full circumstances in relation thereto.

2.5 The restrictions on disclosure and use set out in this Agreement apply similarly to all documents and (computerised) data prepared by or on behalf of the Recipient containing or based on the Information.

2.6 The restrictions on disclosure and use set out in this Agreement apply similarly to the Recipient's (ultimate) parent compan(y)(ies), its and their affiliates, advisers, agents, representatives, directors and employees (each such party a "Recipient Representative").

2.7 The Recipient shall be allowed to make the Information available to a Recipient Representative solely on a need to know basis and provided that these persons are bound by at least equivalent confidentiality obligations and restrictions towards the Recipient. The Recipient shall inform each such Recipient Representative to whom the Information may be made available and to whom Information is disclosed about the restrictions as to the use and the disclosure of the Information set out herein and shall ensure that each such Recipient Representative shall observe those restrictions.

2.8 The Recipient is responsible for any breach of this Agreement, which includes a breach by or resulting from a Recipient Representative's breach of any such equivalent confidentiality obligations and restrictions.

3. **Further undertakings by the Recipient**

3.1 The Recipient shall not, and shall procure that the Recipient Representatives which were provided with Information shall not, without the prior written consent of the Company, directly or indirectly, contact, solicit or entice away any employee (including directors and managers) of the Company or its subsidiaries or affiliates.

3.2 At the earlier event of the termination of this Agreement or the termination of the discussions in respect of the Transaction, the Recipient shall (and shall cause the Recipient Representative's to) return to the Company, at the Company's first request, all Information and all copies thereof. In addition, the Recipient shall (and shall cause the Recipient Representative's to) destroy (or produce evidence of the destruction of) any documents or data (including data held in computerised forms) which contain or are based on the Information.

4. **No representation**

4.1 The Recipient acknowledges and agrees that neither the Company, nor any of its officers, employees or advisers (i) make any representation or warranty, express or implied, as to, or assume any responsibility for, the accuracy, reliability or completeness of any of the Information or the assumption on which it is based or (ii) shall be under any obligation to update or correct any inaccuracy in the Information or otherwise be liable to the Recipient or any other person (including any Recipient Representative) in respect to the Information.

5. **Amendments**

The terms of this Agreement and the obligations under this Agreement of the Parties may only be amended or modified by written agreement between Parties.

6. **Inside information and Standstill**

6.1 The Recipient agrees and acknowledges that some or all of the Information provided, is or may qualify as or contain inside information (*voorwetenschap*) as defined in section 5:53 of the Dutch Act on Financial Supervision (*Wet op het financieel toezicht*) ("Inside Information") and that the use of such Inside Information may be regulated or prohibited by applicable legislation relating to insider dealing.

7. **Term**

7.1 Unless otherwise provided in this Agreement, and except as otherwise required by applicable laws, this Agreement will remain effective for a period of six months after the date hereof, unless amended or terminated earlier in writing by mutual consent between the Parties hereto.

7.2 Subject to clause 7.1, the obligations in this Agreement are continuing and, in particular, shall survive the termination of any discussions or negotiations between the Parties.

8. **General provisions**

8.1 The Parties to this Agreement waive their rights, if any, to annul (*vernietigen*), (partly) rescind, (partly) dissolve (*ontbinden*) or cancel this Agreement, or to request annulment, (partly) rescission, (partly) dissolution or cancellation of this Agreement, including on the basis of section 6:228 or 6:265 of the Dutch Civil Code.

8.2 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document and that each signatory may deliver a signed copy of this Agreement by fax and that any such faxed copy shall be deemed to be an original for all purposes.

9. **Governing law and Jurisdiction**

9.1 This Agreement and any contractual and non contractual obligations arising therefrom shall be governed exclusively by Dutch law.

9.2 All disputes arising out of or in connection with this Agreement shall be settled by the competent court in Amsterdam, the Netherlands, subject to appeal and appeal in the second instance. The Parties irrevocably waive any rights that they may have or acquire to object to the jurisdiction of these courts.

***

Amsterdam Molecular Therapeutics (AMT) Holding N.V.	**Forbion I Management B.V.**	
	/s/L.P.A Bergstein	/s/M.A. van Osch

Name:	Name: L.P.A. Bergstein	M.A. van Osch
Title:	Title: Director	Director
Date:	Date 22/12/11	22/12/11

SCHEDULE 2 — FAIRNESS OPINION

Ernst & Young LLP
1 More London Place
London SE1 2AF

Tel: 020 7951 2000
Fax: 020 7951 1345
www.ey.com/uk

17 February 2012

The Special Committee of the Supervisory Board
Amsterdam Molecular Therapeutics (AMT) Holding N.V.
Meibergdreef 61
1105 BA Amsterdam
The Netherlands

Your ref:
Our ref: TAS/VBM/ST/SD

Direct line: 020 7951 4302
Email: staylor11@uk.ey.com

For the attention of F. Verdonck

Dear Sirs

Amsterdam Molecular Therapeutics (AMT) Holding N.V.

Related to the proposed transaction (the "Transaction") to acquire the assets and liabilities of Amsterdam Molecular Therapeutics (AMT) Holding N.V. ("AMT" or the "Company") in exchange for Depositary Receipts for Ordinary Shares issued by a Foundation Trust (*Stichting Administratiekantoor*) holding Ordinary Shares in the capital of uniQure B.V., the Supervisory Board and Management Board of AMT have requested Ernst & Young Transaction Advisory Services, as independent adviser, to give its opinion as to whether the transaction is fair and reasonable so far as shareholders are concerned. The Transaction would include the Company's manufacturing facility, portfolio of intellectual property rights and AMT's employees. The consideration and other terms relating to the Transaction are described in the shareholder circular dated 17 February 2012 (the "Shareholder Circular").

In arriving at our opinion as set out below, we have, amongst other things:

1. Reviewed certain publicly available business and financial information relating to the Company that we deemed to be relevant;

2. Reviewed certain information, including financial forecasts relating to AMT's business, the future earnings and cash flow expectations, details of the business assets and liabilities, and prospects for the commercialisation of certain gene therapy related products, as provided to us by the Company;

3. Conducted discussions with members of senior management of the Company concerning the matters described in points 1 and 2 above, as well as the corporate plans, financing strategies and the future financial prospects before and after giving effect to the Transaction;

4. Reviewed a copy of the final draft of the Shareholders Circular dated 17 February 2012;

5. Reviewed the market price and recent historical share price trends for the outstanding shares of the Company and compared them with those of certain publicly traded companies that we deemed to be relevant;

6. Reviewed the results of operations of the Company and compared them with those of certain publicly traded companies that we deemed to be relevant;

7. Compared the proposed financial terms of the Transaction with the financial terms of certain other transactions that we deemed to be relevant;

8. Performed certain valuation analysis related to the potential future cashflows pertaining to the major research and development product assets of the Company;

9. Held discussions with representatives of the Company's financial adviser and legal adviser; and

10. Reviewed such other financial information and taken into account such other matters as we deemed necessary, including our assessment of general economic, market and financial conditions.

In preparing our opinion, we have assumed and relied on the accuracy and completeness of all information supplied or otherwise made available to us, discussed with or reviewed by us, or publicly available. We have not assumed any responsibility for independently verifying such information. In addition, we have not undertaken an independent evaluation or appraisal of any of the assets or liabilities of the Company, or indeed any of the proposed Investors, or been provided with any such evaluation or appraisal nor have we evaluated the solvency or fair value of the Company or any of the Investors themselves under any laws relating to insolvency, bankruptcy, or any similar matters.

Furthermore, we have not assumed any obligation to conduct any physical on-site inspections of AMT's properties or manufacturing facilities.

In providing this opinion, we have assumed that the Transaction will be completed on the terms described in the draft Shareholders Circular reviewed by us. With respect to the financial forecast information furnished to or discussed with us by the Company, we have assumed that it has been reasonably and diligently prepared and reflects the contemporaneous estimates, judgment and views of the Company's management as to the expected future financial performance of AMT.

We have assumed that in the course of obtaining the necessary regulatory or other consents or approvals (contractual or otherwise) for the Transaction to proceed, no restrictions, including any divestiture requirements or amendments or modifications, will be imposed that will have a material adverse effect on the contemplated benefits of the Transaction.

In connection with the preparation of this opinion, we have not been authorised by the Company to solicit, nor have we solicited, third-party indications of interest for the acquisition of all or any part of the Company.

Our opinion is based upon market, economic, financial and other conditions as they exist, and on the information made available to us, as of the date of this letter.

We will receive a fee from the Company for our services, none of which is contingent upon the completion of the Transaction. We have not provided financial advisory or financing services to the Company, but may do so and may receive fees for the rendering of such services in the future.

This opinion is solely for the use and benefit of the Special Committee of the Supervisory Board of the Company in its evaluation of the Transaction and shall not be used for any other purpose whatsoever. This opinion is not intended to be relied upon or confer any rights or remedies upon

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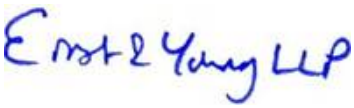
any creditor or employee. This opinion shall not, in whole or in part, be disclosed, disseminated, summarised or referred to, for any purpose other than for the purpose of public disclosure within the final Shareholders Circular related to this Transaction.

Our opinion does not address the merits of the decision by the Company to recommend the Transaction and does not constitute a recommendation to any shareholders as to how they should vote on the proposed Transaction.

On the basis of the above, we are of the opinion that, as of the date of this letter, the Transaction is fair and reasonable so far as AMT shareholders are concerned.



Ernst & Young LLP
United Kingdom

SCHEDULE 3 — IPR AND FURTHER ASSETS AND LIABILITIES

Part 1 — Intellectual Property Rights

"Intellectual Property Rights" means the intellectual property rights of the Group in relation to the Business, such as but not limited to (a) patents, trade marks, service marks, registered designs, trade, business and company names, internet domain names and e-mail addresses, unregistered trade marks and service marks, copyrights, database rights, know how, rights in designs and inventions and applications and rights to apply for any of those rights; (b) the rights to sue for past infringements of any of the foregoing rights, including those set out in the table below.

LIST OF TRADEMARKS

	Catchword	Type	Country	Classes	Appl.No.	Appl.date	Reg.No.	Reg.date	Ren.date	Applicant	Status	Case No.	Watch
1.	AMT	Wordmark	BX	01, 05, 42	996846	13-09-01.	696184	13-09-01.	13-09-11.	AMT B.V.	Registered	T17138BX00	Yes
2.	AMT	Wordmark	CA	01, 05, 42	1130879	12-02-02.	630501	19-01-05.	19-01-20.	Amsterdam Molecular Therapeutics (AMT) IP B.V.	Registered	T17138CA00	Yes
3.	AMT	Wordmark	EU	01, 05, 42	2573137	11-02-02.	2573137	03-07-03.	11-02-22.	Amsterdam Molecular Therapeutics (AMT) IP B.V.	Registered	T17138EU00	Yes
4.		Logotype	BX	01, 05, 42	996845	13-09-01.	700080	13-09-01.	13-09-11.	AMT B.V.	Registered	T17139BX00	Yes
5.	AMT	Wordmark	CA	01, 05, 42, 44	1478301	23-04-10.				Amsterdam Molecular Therapeutics (AMT) IP B.V.	Pending	T55829CA00	Yes

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6.	AMT	Wordmark	EU	01, 05, 42, 44	8640237	26-10-09.	8640237	10-05-10.	26-10-19.	Amsterdam Molecular Therapeutics (AMT) IP B.V.	Registered	T55829EU00	Yes

7.	AMT	Wordmark	US	01, 05, 42	85/021857	23-04-10.				Amsterdam Molecular Therapeutics (AMT) IP B.V.	Pending	T55829US00	Yes
8.	AMT	Wordmark	US	44	85/368007	11-07-11.				Amsterdam Molecular Therapeutics (AMT) IP B.V.	Pending	T55829US01	Yes
9.	AMT	Wordmark	CH (WO)	01, 05, 42, 44	8640237-01	23-04-10.	1040425	23-04-10.	23-04-20.	Amsterdam Molecular Therapeutics (AMT) IP B.V.	Registered	T55829WO00	Yes
10.		Logotype	CH	05	536152008	06-04-09.	587323	09-06-09.	06-04-19.	Amsterdam Molecular Therapeutics (AMT) IP B.V.	Registered	T56005CH00	No
11.		Logotype	IL	05	209906	24-03-08.	209906	07-02-10.	24-03-18.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56005IL00	No

12.		Logotype	IS	05	10692009	22-04-09.	3772009	02-06-09.	02-06-19.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56005IS00	No
13.		Logotype	JO	05	100494	23-04-08.	100494	23-04-08.	23-04-18.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56005JO00	No
14.		Logotype	NO	05	200905089	21-04-09.	251774	14-07-09.	14-07-19.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56005NO00	No
15.		Logotype	TR	05	200925333	18-05-09.	200925333	04-05-10.	18-05-19.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56005TR00	No
16.		Logotype	EU	01, 05, 42, 44	8640252	26-10-09.	8640252	10-05-10.	26-10-19.	Amsterdam Molecular Therapeutics (AMT) IP B.V.	Registered	T55830EU00	Yes

17.	Logotype	US	01, 05, 42, 44	85/021908	23-04-10.				Amsterdam Molecular Therapeutics (AMT) IP B.V.	Pending	T55830US00	Yes
18.	Wordmark	EU	01, 05, 42, 44	9599937	15-12-10.	9599937	26-04-11.	15-12-20.	Amsterdam Molecular Therapeutics (AMT) IP B.V.	Registered	T56839EU00	Indirect watch
19.	Wordmark	US	01, 05, 42, 44	85/338438	06-06-11.				Amsterdam Molecular Therapeutics (AMT) IP B.V.	Pending	T56839US00	Indirect watch
20.	Wordmark	JP (WO)	05	9599937_01	03-06-11.	1089500	03-06-11.	03-06-21.	Amsterdam Molecular Therapeutics (AMT) IP B.V.	Registered	T56839WO00	Indirect watch
21.	Wordmark	TR (WO)	05	9599937_01	03-06-11.	1089500	03-06-11.	03-06-21.	Amsterdam Molecular Therapeutics (AMT) IP B.V.	Registered	T56839WO00	Indirect watch

22.	DELIVERING CURE	Wordmark	AE	05	113972	03-06-08.	150481	09-12-11.	03-06-18.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56004AE00	No
23.	DELIVERING CURE	Wordmark	BH	05	64727	18-03-08.				Amsterdam Molecular	Pending	T56004BH00	No

											Therapeutics (AMT) Holding N.V.			
24.	DELIVERING CURE	Wordmark	CA	5	1388257	20-03-08.					Amsterdam Molecular Therapeutics (AMT) IP B.V.	Pending	T56004CA00	No
25.	DELIVERING CURE	Wordmark	IR	05	86122678	18-03-08.	157479	14-09-08.	18-03-18.		Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56004IR00	No
26.	DELIVERING CURE	Wordmark	JP	05	2008023029	27-03-08.	5343913	06-08-10.	06-08-20.		Amsterdam Molecular Therapeutics (AMT) IP B.V.	Registered	T56004JP00	No
27.	DELIVERING CURE	Wordmark	LB	05	2449	08-04-08.	116062	24-04-08.	24-04-23.		Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56004LB00	No
28.	DELIVERING CURE	Wordmark	LY	05	17093	05-02-09.					Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Pending	T56004LY00	No
29.	DELIVERING CURE	Wordmark	MA	05	118083	19-06-08.	118083	17-11-08.	19-06-18.		Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56004MA00	No
30.	DELIVERING CURE	Wordmark	OM	05	49398	19-03-08.	49398	11-08-09.	19-03-18.		Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56004OM00	No

31.	DELIVERING CURE	Wordmark	QA	05	50165	03-04-08.	50165	20-03-11.	03-04-18.		Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56004QA00	No
32.	DELIVERING CURE	Wordmark	RU	05	2008707490	14-03-08.	381651	16-06-09.	14-03-18.		Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56004RU00	No
33.	DELIVERING CURE	Wordmark	SY	05	3814	22-04-08.					Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Pending	T56004SY00	No
34.	DELIVERING CURE	Wordmark	TN	05	EE080755	19-03-08.	EE080755	26-01-10.	19-03-18.		Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56004TN00	No
35.	DELIVERING CURE	Wordmark	US	05	77/421590	13-03-08.					Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Pending	T56004US00	No
36.	DELIVERING CURE	Wordmark	ZA	05	200805836	14-03-08.	200805836	14-03-08.	14-03-18.		Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56004ZA00	No
37.		Logotype	EU	05, 44	8640609	26-10-09.	8640609	10-05-10.	26-10-19.		Amsterdam Molecular Therapeutics (AMT) IP B.V.	Registered	T55831EU00	Yes
38.		Logotype	US	05, 44	85/021938	23-04-10.					Amsterdam Molecular Therapeutics (AMT) IP B.V.	Pending	T55831US00	Yes

39.	GLYBERA	Wordmark	AE	05	101941	31-10-07.					Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Pending	T56001AE00	Yes
40.	GLYBERA	Wordmark	AU	05	1176048	14-05-07.	1176048	12-12-07.	14-05-17.		Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56001AU00	Yes

41.	GLYBERA	Wordmark	BH	05	62689	07-01-08.	62689	07-01-08.	07-01-18.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56001BH00	Yes
42.	GLYBERA	Wordmark	CA	5	1355754	16-07-07.				Amsterdam Molecular Therapeutics (AMT) IP B.V.	Pending	T56001CA00	Yes
43.	GLYBERA	Wordmark	CH	05	551392007	14-05-07.	562178	11-09-07.	14-05-17.	Amsterdam Molecular Therapeutics (AMT) IP B.V.	Registered	T56001CH00	Yes
44.	GLYBERA	Wordmark	DZ	05	72791	24-10-07.				Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Pending	T56001DZ00	Yes
45.	GLYBERA	Wordmark	EG	05	208229	22-10-07.				Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Pending	T56001EG00	Yes
46.	GLYBERA	Wordmark	EU	05, 44	5901269	01-05-07.	5901269	14-05-09.	01-05-17.	Amsterdam Molecular Therapeutics (AMT) IP B.V.	Registered	T56001EU00	Yes
47.	GLYBERA	Wordmark	IL	05	204800	21-10-07.	204800	11-08-09.	21-10-17.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56001IL00	Yes

48.	GLYBERA	Wordmark	IS	05	14642007	14-05-07.	8122007	04-07-07.	04-07-17.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56001IS00	Yes
49.	GLYBERA	Wordmark	JO	05	99133	24-10-07.	99133	01-05-07.	01-05-17.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56001JO00	Yes
50.	GLYBERA	Wordmark	JP	05	2007054257	30-05-07.	5088657	02-11-07.	02-11-17.	Amsterdam Molecular Therapeutics (AMT) IP B.V.	Registered	T56001JP00	Yes
51.	GLYBERA	Wordmark	LB	05	6612	23-10-07.	113370	25-10-07.	25-10-22.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56001LB00	Yes
52.	GLYBERA	Wordmark	LY	05	16593	22-12-08.				Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Pending	T56001LY00	Yes
53.	GLYBERA	Wordmark	MA	05	113550	23-10-07.	113550	23-10-07.	23-10-17.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56001MA00	Yes
54.	GLYBERA	Wordmark	NO	05	200705606	15-05-07.	241553	19-10-07.	19-10-17.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56001NO00	Yes
55.	GLYBERA	Wordmark	NZ	05	768310	14-05-07.	768310	15-11-07.	14-05-17.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56001NZ00	Yes
56.	GLYBERA	Wordmark	OM	05	47462	22-10-07.	47462	24-08-08.	22-10-17.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56001OM00	Yes

57.	GLYBERA	Wordmark	QA	05	47253	31-10-07.	47253	31-12-09.	31-10-17.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56001QA00	Yes
58.	GLYBERA	Wordmark	RU	05	2008707340	13-03-08.	377215	20-04-09.	13-03-18.	Amsterdam Molecular	Registered	T56001RU00	Yes

										Therapeutics (AMT) Holding N.V.			
59.	GLYBERA	Wordmark	SA	05	125692	12-01-08.	1156/45	25-04-10.	12-09-17.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56001SA00	Yes
60.	GLYBERA	Wordmark	SY	05	4268	28-10-07.				Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Pending	T56001SY00	Yes
61.	GLYBERA	Wordmark	TN	05	EE072667	24-10-07.	EE072667	19-05-09.	24-10-17.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56001TN00	Yes
62.	GLYBERA	Wordmark	TR	05	2007026778	17-05-07.	200726778	17-05-07.	17-05-17.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56001TR00	Yes
63.	GLYBERA	Wordmark	US	05	77/179356	11-05-07.	3972244	07-06-11.	07-06-21.	Amsterdam Molecular Therapeutics (AMT) IP B.V.	Registered	T56001US00	Yes
64.	GLYBERA	Wordmark	ZA	05	200723919	19-10-07.	2007/23919	19-10-07.	19-10-17.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56001ZA00	Yes
65.	Glybera	Logotype	EU	05, 44	8640641	26-10-09.	8640641	10-05-10.	26-10-19.	Amsterdam Molecular Therapeutics (AMT) IP B.V.	Registered	T55832EU00	Indirect watch

66.	Glybera	Logotype	US	05, 44	85/021985	23-04-10.				Amsterdam Molecular Therapeutics (AMT) IP B.V.	Pending	T55832US00	Indirect watch
67.	LPLCHIP	Wordmark	CA	1, 10, 42, 44, 5, 9	1474070	22-03-10.				Amsterdam Molecular Therapeutics (AMT) IP B.V.	Pending	T55770CA00	Yes
68.	LPLCHIP	Wordmark	EU	01, 05, 09, 10, 42, 44	8590911	02-10-09.	8590911	31-05-10.	02-10-19.	Amsterdam Molecular Therapeutics (AMT) IP B.V.	Registered	T55770EU00	Yes
69.	LPLCHIP	Wordmark	US	1, 5, 9	77/964892	22-03-10.	3972502	07-06-11.	07-06-21.	Amsterdam Molecular Therapeutics (AMT) IP B.V.	Registered	T55770US00	Yes
70.	LPLCHIP	Wordmark	CH (WO)	01, 05, 09, 10	8590911-01	06-04-10.	1036745	06-04-10.	06-04-20.	Amsterdam Molecular Therapeutics (AMT) IP B.V.	Registered	T55770WO00	Yes
71.	LPLCHIP	Wordmark	IS (WO)	01, 05, 09, 10	8590911-01	06-04-10.	1036745	06-04-10.	06-04-20.	Amsterdam Molecular Therapeutics (AMT) IP B.V.	Registered	T55770WO00	Yes
72.	LPLCHIP	Wordmark	NO (WO)	01, 05, 09, 10	8590911-01	06-04-10.	1036745	06-04-10.	06-04-20.	Amsterdam Molecular Therapeutics (AMT) IP B.V.	Registered	T55770WO00	Yes
73.	VECTIPRO	Wordmark	AE	05	101942	31-10-07.	100927	24-03-10.	31-10-17.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56002AE00	Yes
74.	VECTIPRO	Wordmark	AU	05	1176051	14-05-07.	1176051	12-12-07.	14-05-17.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56002AU00	Yes

75.	VECTIPRO	Wordmark	BH	05	62690	07-01-08.	62690	07-01-08.	07-01-18.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56002BH00	Yes

76.	VECTIPRO	Wordmark	CA	5	1355761	16-07-07.				Amsterdam Molecular Therapeutics (AMT) IP B.V.	Pending	T56002CA00	Yes
77.	VECTIPRO	Wordmark	CH	05	551382007	14-05-07.	562177	11-09-07.	14-05-17.	Amsterdam Molecular Therapeutics (AMT) IP B.V.	Registered	T56002CH00	Yes
78.	VECTIPRO	Wordmark	DZ	05	72793	24-10-07.				Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Pending	T56002DZ00	Yes
79.	VECTIPRO	Wordmark	EG	05	208203	22-10-07.				Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Pending	T56002EG00	Yes
80.	VECTIPRO	Wordmark	EU	05	5901277	01-05-07.	5901277	10-04-08.	01-05-17.	Amsterdam Molecular Therapeutics (AMT) IP B.V.	Registered	T56002EU00	Yes
81.	VECTIPRO	Wordmark	IL	05	204915	23-10-07.	204915	11-08-09.	23-10-17.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56002IL00	Yes
82.	VECTIPRO	Wordmark	IR	05	86091403	08-12-07.	157475	14-09-08.	08-12-17.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56002IR00	Yes
83.	VECTIPRO	Wordmark	IS	05	14632007	14-05-07.	8112007	04-07-07.	04-07-17.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56002IS00	Yes

84.	VECTIPRO	Wordmark	JO	05	99366	24-10-07.	99366	14-01-09.	01-05-17.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56002JO00	Yes
85.	VECTIPRO	Wordmark	JP	05	2007054258	30-05-07.	5088658	02-11-07.	02-11-17.	Amsterdam Molecular Therapeutics (AMT) IP B.V.	Registered	T56002JP00	Yes
86.	VECTIPRO	Wordmark	LB	05	6622	23-10-07.	113434	30-10-07.	30-10-22.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56002LB00	Yes
87.	VECTIPRO	Wordmark	LY	05	16595	22-12-08.				Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Pending	T56002LY00	Yes
88.	VECTIPRO	Wordmark	MA	05	113551	23-10-07.	113551	23-10-07.	23-10-17.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56002MA00	Yes
89.	VECTIPRO	Wordmark	NO	05	200705604	15-05-07.	241558	22-10-07.	22-10-17.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56002NO00	Yes
90.	VECTIPRO	Wordmark	NZ	05	768309	14-05-07.	768309	12-02-09.	01-05-17.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56002NZ00	Yes
91.	VECTIPRO	Wordmark	OM	05	47461	22-10-07.	47461	30-05-09.	22-10-17.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56002OM00	Yes
92.	VECTIPRO	Wordmark	QA	05	47255	31-10-07.	47255	31-12-09.	31-10-17.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Pending	T56002QA00	Yes

93.	VECTIPRO	Wordmark	RU	05	2008707342	13-03-08.	381400	10-06-09.	13-03-18.	Amsterdam Molecular	Registered	T56002RU00	Yes

											Therapeutics (AMT) Holding N.V.			
94.	VECTIPRO	Wordmark	SA	05	125693	12-01-08.	1171/48	19-06-10.	12-09-17.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56002SA00	Yes	
95.	VECTIPRO	Wordmark	SY	05	4269	28-10-07.				Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Pending	T56002SY00	Yes	
96.	VECTIPRO	Wordmark	TN	05	EE072666	24-10-07.	EE072666	19-05-09.	24-10-17.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56002TN00	Yes	
97.	VECTIPRO	Wordmark	TR	05	2007026779	17-05-07.	200726779	17-05-07.	17-05-17.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56002TR00	Yes	
98.	VECTIPRO	Wordmark	US	05	77/179357	11-05-07.	3703954	03-11-09.	03-11-19.	Amsterdam Molecular Therapeutics (AMT) IP B.V.	Registered	T56002US00	Yes	
99.	VECTIPRO	Wordmark	ZA	05	200723918	19-10-07.	2007/23918	19-10-07.	19-10-17.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56002ZA00	Yes	
100.	ZYAMTIN	Wordmark	AE	05	101943	31-10-07.	100909	24-03-10.	31-10-17.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56003AE00	Yes	
101.	ZYAMTIN	Wordmark	AU	05	1176049	14-05-07.	1176049	12-12-07.	14-05-17.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56003AU00	Yes	

102.	ZYAMTIN	Wordmark	BH	05	62691	07-01-08.	62691	07-01-08.	07-01-18.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56003BH00	Yes	
103.	ZYAMTIN	Wordmark	CA	5	1355762	16-07-07.				Amsterdam Molecular Therapeutics (AMT) IP B.V.	Pending	T56003CA00	Yes	
104.	ZYAMTIN	Wordmark	CH	05	551982007	15-05-07.	562360	13-09-07.	15-05-17.	Amsterdam Molecular Therapeutics (AMT) IP B.V.	Registered	T56003CH00	Yes	
105.	ZYAMTIN	Wordmark	DZ	05	72792	24-10-07.				Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Pending	T56003DZ00	Yes	
106.	ZYAMTIN	Wordmark	EG	05	208231	22-10-07.				Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Pending	T56003EG00	Yes	
107.	ZYAMTIN	Wordmark	EU	05, 44	5901251	01-05-07.	5901251	22-01-09.	01-05-17.	Amsterdam Molecular Therapeutics (AMT) IP B.V.	Registered	T56003EU00	Yes	
108.	ZYAMTIN	Wordmark	IL	05	204799	21-10-07.	204799	11-04-09.	21-10-17.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56003IL00	Yes	
109.	ZYAMTIN	Wordmark	IR	05	86091401	08-12-07.	158201	14-09-08.	08-12-17.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56003IR00	Yes	
110.	ZYAMTIN	Wordmark	IS	05	14652007	14-05-07.	8132007	04-07-07.	04-07-17.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56003IS00	Yes	

111.	ZYAMTIN	Wordmark	JO	05	99208	24-10-07.	99208	03-03-09.	01-05-17.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56003JO00	Yes
112.	ZYAMTIN	Wordmark	JP	05	2007054259	30-05-07.	5088659	02-11-07.	02-11-17.	Amsterdam Molecular Therapeutics (AMT) IP B.V.	Registered	T56003JP00	Yes
113.	ZYAMTIN	Wordmark	LB	05	6623	23-10-07.	113437	30-10-07.	30-10-22.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56003LB00	Yes
114.	ZYAMTIN	Wordmark	LY	05	16594	22-12-08.				Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Pending	T56003LY00	Yes
115.	ZYAMTIN	Wordmark	MA	05	113552	23-10-07.	113552	23-10-07.	23-10-17.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56003MA00	Yes
116.	ZYAMTIN	Wordmark	NO	05	200705605	15-05-07.	241517	18-10-07.	18-10-17.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56003NO00	Yes
117.	ZYAMTIN	Wordmark	NZ	05	768311	14-05-07.	768311	15-11-07.	14-05-17.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56003NZ00	Yes
118.	ZYAMTIN	Wordmark	OM	05	47463	22-10-07.	47463	30-05-09.	22-10-17.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56003OM00	Yes
119.	ZYAMTIN	Wordmark	QA	05	47254	31-10-07.	47254	31-12-09.	31-10-17.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56003QA00	Yes

120.	ZYAMTIN	Wordmark	RU	05	2008707341	13-03-08.	394999	01-12-09.	13-03-18.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56003RU00	Yes
121.	ZYAMTIN	Wordmark	SA	05	125694	12-01-08.	1171/49	19-06-10.	12-09-17.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56003SA00	Yes
122.	ZYAMTIN	Wordmark	SY	05	4267	28-10-07.				Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Pending	T56003SY00	Yes
123.	ZYAMTIN	Wordmark	TN	05	EE072668	24-10-07.	EE072668	19-05-09.	24-10-17.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56003TN00	Yes
124.	ZYAMTIN	Wordmark	TR	05	2007026780	17-05-07.	200726780	07-04-08.	17-05-17.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56003TR00	Yes
125.	ZYAMTIN	Wordmark	US	05	77/179359	11-05-07.	3855311	05-10-10.	05-10-20.		Registered	T56003US00	Yes
126.	ZYAMTIN	Wordmark	ZA	05	200723917	19-10-07.	200723917	14-07-10.	19-10-17.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56003ZA00	Yes

LIST OF PATENTS

No.	Description patent	Owned or Co-Owned by	AMT reference No	Date of filing provisional application	Patent number	[Other]
Strategic Partnerships/Licenses						
	Lipoprotein lipase (LPL) variant therapeutics	Amsterdam Molecular Therapeutics B.V.	AMT-P101	24 June 1999	PCT/CA00/00762	
	IL-10 gene transfer to peripheral	Amsterdam Molecular	AMT-P102	07 March 2002	PCT/NL03/00170	

	mononuclear cells	Therapeutics B.V.			
	Treatment of non-alcoholic steatotic hepatitis (NASH)	Amsterdam Molecular Therapeutics B.V.	AMT-P103	20 June 2005	PCT/NL05/000446
	Improved AAV vectors produced in insect cells	Amsterdam Molecular Therapeutics B.V.	AMT-P104	20 October 2005	PCT/NL06/050262
	Vectors with modified initiation codons for the translation of AAV-Rep78 useful for the production of AAV in insect cells	Amsterdam Molecular Therapeutics B.V.	AMT-P105	21 June 2006	PCT/NL07/050298
	Use of replication machinery for improved protein production	Amsterdam Molecular Therapeutics B.V.	AMT-P106	19 September 2007	PCT/NL08/050613
	Baculovirus vectors comprising repeated coding sequences with different codon biases	Amsterdam Molecular Therapeutics B.V.	AMT-P107	26 July 2007	PCT/NL08/050512

LIST OF PATENTS

No.	Description patent	Owned or Co-Owned by	AMT reference No	Date of filing provisional application	Patent number	[Other]
	Optimization of expression of parvoviral rep and cap proteins in insect cells	Amsterdam Molecular Therapeutics (AMT) IP B.V.	AMT-P108	19 February 2008	PCT/NL90/050076	
	Parvoviral capsids with incorporated Gly-Ala repeat region	Amsterdam Molecular Therapeutics (AMT) IP B.V.	AMT-P109	17 June 2008	PCT/NL09/050352	
	Porphobilinogen deaminase gene therapy	Amsterdam Molecular Therapeutics (AMT) IP B.V.	AMT-P110	29 September 2008	PCT/NL09/050584	
	Alanine-Glyoxylate aminotransferase therapeutics	Amsterdam Molecular Therapeutics (AMT) IP B.V.	AMT-P111	30 January 2009	PCT/NL10/050044	
	Use of lipoprotein lipase (LPL) in therapy	Amsterdam Molecular Therapeutics (AMT) IP B.V.	AMT-P112	18 May 2009	PCT/NL10/050294	
	Removal of contaminating viruses from AAV preparations	Amsterdam Molecular Therapeutics (AMT) IP B.V.	AMT-P113	08 September 2011	11180594.1 61/532,176	
	Modified snRNA for use in therapy	Amsterdam Molecular Therapeutics (AMT) IP B.V.	AMT-P116	08 June 2011	PCT/IB11/050584	

LIST OF PATENTS

No.	Description patent	Owned or Co-Owned by	AMT reference No	Date of filing provisional application	Patent number	[Other]
	Mutated Rep encoding sequences for use in AAV production	Amsterdam Molecular Therapeutics (AMT) IP B.V.	AMT-P117	11 March 2010	PCT/NL11/050170	
	Method for identifying variant Rep protein encoding nucleic acids	Amsterdam Molecular Therapeutics (AMT) IP B.V.	AMT-P118	11 March 2010	PCT/NL11/050171	
	Monomeric duplex AAV vectors	Amsterdam Molecular Therapeutics (AMT) IP B.V.	AMT-P119	01 April 2011	PCT/NL11/050221	
	Method for determining efficacy of therapy and determining presence or risk of disease	Amsterdam Molecular Therapeutics (AMT) IP B.V.	AMT-P120	02 June 2010	PCT? NL11/050399	
	Method for the preparation of cells	Amsterdam Molecular Therapeutics (AMT) IP B.V.	AMT-P121	31 March 2011	11160727.1 61/470,033	

Part 2 - Contracts

"Contracts" means all contracts entered into by the Group relating to the Business and all (existing and future) rights and obligations thereunder, including those set out in the table below, but excluding the Excluded Contracts.

LIST OF CONTRACTS

No.	Description agreement	Date	Parties	Change of Control as result of Kairos	Remarks	Outstanding items
Strategic Partnerships/Licenses						
1.	Collaboration with CIMA					
a	license agreement	21-05-2010	AMT B.V.	No	Certain provisions of old agreement are or may still be in force.	The 2005 Agreements, the 2007 Agreements, the Privileged Access Agreement the Virus encode IGF License should be checked for CoC.

b	collaborative development agreement	21-05-2010	AMT B.V.	No	Certain provisions of old agreement are or may still be in force.	The 2005 Agreements, the 2007 Agreements, the Privileged Access Agreement the Virus encode IGF License should be checked for CoC.
2.	Collaboration with ST. Jude:		AMT B.V.			
a	sponsored research agreement	07-07-2007	AMT B.V.	No	Laws of the State of New York apply	
b	license agreement	07-07-2007	AMT B.V.	No	Laws of the State of New York apply	
c	AMT technology agreement	07-07-2007	AMT B.V.	No	Laws of the State of New York apply	

LIST OF CONTRACTS

No.	Description agreement	Date	Parties	Change of Control as result of Kairos	Remarks	Outstanding items
d	research license agreement	27-10-2009	AMT B.V.	No	Laws of the State of Tennessee apply	
3.	Collaboration Children´s Hospital of Philadelphia					
a	Research collaboration agreement	[08-03-2007]	AMT B.V.	No	Laws of Commonwealth of Pennsylvania apply	
b	License agreement	[29-03-2010]	AMT B.V.	No	Laws of Commonwealth of Pennsylvania apply	
4.	La Sapienza – License and Sponsored Research Agreement	[09]-05-2009	AMT B.V.	No	Laws of England and Wales apply	
5.	Non-exclusive worldwide commercial sub-license agreement with AskBio [in relation to the intra-muscular administration of Glybera® for LPLD].	03-09-2010	AMT B.V.	No	Laws of the State of New York apply	
6.	Non-exclusive worldwide commercial license agreement with Protein Sciences Corporation in relation to the use of *Spodoptera Frugiperda* cells in relation to the AAV vector used in the manufacture of Glybera® for LPLD.	22-03-2007	AMT B.V.	No	Laws of the State of Connecticut	[DOUBLE CHECK]

LIST OF CONTRACTS

No.	Description agreement	Date	Parties	Change of Control as result of Kairos	Remarks	Outstanding items
7.	An exclusive worldwide commercial (sub)license agreement with Xenon Genetics Inc., under which AMT has obtained worldwide rights to use, manufacture and commercialize intellectual property covering certain LPL	18-06-2001	OLD AMT B.V.	No	Laws of the State of California	

	genes in the field of gene therapy to treat LPL deficiency and coronary artery disease.					
8.	Non-exclusive worldwide commercial license agreement with Salk Institute for Biological Studies, under which AMT has obtained rights to commercialize technology that is a component for Glybera for LPLD.	08-02-2008	AMT B.V.	No	Laws of the State of California apply	
9.	An exclusive worldwide commercial license agreement with a Sanofi Aventis on, under which AMT has obtained rights in the major markets to use, develop, manufacture and commercialize intellectual	20-12-2006	OLD AMT B.V.	No	Laws of France apply	

LIST OF CONTRACTS

No.	Description agreement	Date	Parties	Change of Control as result of Kairos	Remarks	Outstanding items
	property covering a LPL gene in the field of gene therapy to treat LPL deficiency. This agreement required AMT to pay an upfront signature fee and requires AMT to pay both milestones and royalties to the licensor.					
10.	Non-exclusive worldwide commercial license agreement with the National Institutes of Health re – amongst others - production of AAV in insect cells and AAV 5 Vector.	02-05-2007 (as amended)	AMT B.V.	No	Laws of District of Colombia apply	
11.	Development and commercialisation agreement Progenika	07-08-2009	AMT B.V.	No	Laws of England apply	
12.	Non-exclusive worldwide commercial sublicense agreement with Targeted Genetics Corporation, under which AMT has obtained worldwide rights to commercialize the AAV1 capsid serotype used in Glybera® for LPLD.	05-12- 2006	AMT B.V.	No	Laws of Commonwealth of Pennsylvania apply	

LIST OF CONTRACTS

No.	Description agreement	Date	Parties	Change of Control as result of Kairos	Remarks	Outstanding items
13.	License agreement with AMGEN re GDNF	30-11-2010	AMT B.V.	[No]	Laws of the State of New York apply	We have not been provided with the executed version.

14.	Development and manufacturing agreement with Institut Pasteur re Sanfilippo	[07-01-2011]				Complete documentation to be submitted
Grants						
15.	Senternovem innovatiekrediet	18-12-2009	AMT N.V.	In the event of a transfer of knowhow or results originating from the project, the Minister must be informed and he may decide that the credit must be repaid immediately. NB: Section 3.10 of the Subsidy Scheme Innovate (*Subsidieregeling innoveren*) states: that in the event the shares in the grantee (AMT) are being sold, the Minister may decide that (i)	The Senternovem innovatiekrediet must be transferred as it is in the name of AMT N.V.	AMT N.V. had pledged the assets in relation to the Project (Duchenne).

LIST OF CONTRACTS

No.	Description agreement	Date	Parties	Change of Control as result of Kairos	Remarks	Outstanding items
				the grant must be repaid at once or (i) the repayment is being accelerated.		
16.	Senter - TOK 000106 – LPL deficiency	27-06-2001	OLD AMT B.V.	AMT has committed not to transfer IP resulting from the project or assets financed by the credit. Check clause 5 re Demerger.		
17.	Senter – TOP – Il vivo gentherapy	12-03-2002	OLD AMT B.V.	AMT has committed not to transfer IP resulting from the project or assets financed by the credit. Check clause 5 re Demerger.		OLD AMT B.V. has pledged the assets (Duchenne) in relation to the this credit.
18.	Seventh framework programme – Treatrush (no. 242013)	01-02-2010	AMT [unclear which entity]. Agreements is signed by P. Morgan as CFO.	Section II.38 under (h) of Annex II to the grant agreement states that the Commission may terminate the grant agreement where a legal, financial,	The Agreement needs to be transferred if it is in the name of AMT N.V. The change of control clause could be triggered in the event AMT B.V. is contract party	It is unclear which AMT entity is party to the agreement. Assuming AMT N.V. is the party to the agreement the agreement will need to be transferred. Furthermore the grant

LIST OF CONTRACTS

No.	Description agreement	Date	Parties	Change of Control as result of Kairos	Remarks	Outstanding items
				organisational or technical change or change of control of a beneficiary (AMT [N.V./B.V.]) calls into question the decision of the Commission to accept its participation.		agreement needs to be reviewed.
19.	Proposal for grant agreement – AIP Digna	[05]-07-2010	AMT B.V.		The documents we reviewed appear to be the	Complete documentation to be submitted.

	grant (no. 261506)				proposal for a grant (under the Seventh framework programme). The proposal does not contain a change of control. However, depending on the applicable provisions (e.g. dee 18 above) a change of control may be applicable.	
Dilutive Instruments						
20.	Convertible loan agreement Forbion	22-12-2009	AMT N.V.	No	The Agreement needs to be transferred as it is in the name of AMT N.V.	
Lease Agreements						

LIST OF CONTRACTS

No.	Description agreement	Date	Parties	Change of Control as result of Kairos	Remarks	Outstanding items
21.	(Sub)Lease agreements with AMC and BDDA with OncoMethylome Sciences, AMT and AVP relating to:	various	OLD AMT B.V.	No	Pursuant to annual accounts only the following leases exist: Agreement between BDDA and AMT regarding leasehold improvements “Meibergdreef 61” as from October 2005 for 11 years. The rent of the leasehold improvements amounts to € 30,000 per year. The lease contract contains an option to extend the lease for another 5 years. The company has the right to cancel the lease earlier on a one-year term however, the company will then need to repay the remaining amount of leased leasehold improvements. – Agreement between BDDA and AMT regarding leasehold improvements “Meibergdreef 57” as from July 2006 for 10 years and 3 months. The rent of the leasehold improvements amounts to € 23,000 per year. The lease	

LIST OF CONTRACTS

No.	Description agreement	Date	Parties	Change of Control as result of Kairos	Remarks	Outstanding items
					contract contains an option to extend the lease for another 5 years.	
a	983 m2 on the second floor (*1e etage*) of Meibergdreef 57	[11]-01-2007	Old AMT B.V.	No		
c	968 m2 on the third floor (*tweede etage*) between OncoMethylome Sciences B.V and BDDA	31-12-2006 [15-02-2007]	Old AMT B.V	No		

	and a sublease agreement re a third of the 968 m2 on the third floor (*tweede etage*) between OncoMethylome Sciences B.V and AMT B.V.					
b	an amendment to the sublease agreement with OncoMethylome Sciences	[09-05-2007	Old AMT B.V	No		
e	(termination of) old (first and second) rental agreements	16-06-2007	Old AMT B.V	No		
f	605 m2 on the fourth floor (*derde etage*) (Meibergdreef 61).	13-10-2007	OLD AMT B.V.	No		

LIST OF CONTRACTS

No.	Description agreement	Date	Parties	Change of Control as result of Kairos	Remarks	Outstanding items
g	256m2 on the fifth floor (*vierde etage*) between AVP and BDDA	01-10-2005	AVP	No		
h	A GMP facility on Meibergdreef 61 between AVP and BDDA	01-07-2001	AVP	No		
Pension / Insurance						
22.	Pension	[-]-07-2008 / 07-04-2010	AMT B.V.	No		
23.	D&O Insurance	[06-06-2010]	AMT N.V.			The most up to date schedule to the insurance agreement to be reviewed.
Other						
24.	Named patients supply agreement with Pioneer Market Acces Consulting (as amended)	05-05-2010	AMT B.V.	No		
25.	Employment agreement Mr. Jörn Aldag	[·]-10-2009	AMT N.V.	Pursuant to section 1.4 of the Agreement, in the event of (a) new controlling shareholder(s) of AMT N.V. decide not to maintain Mr. Aldag as CEO (or a position		

LIST OF CONTRACTS

No.	Description agreement	Date	Parties	Change of Control as result of Kairos	Remarks	Outstanding items
				at least equivalent) then Mr. Aldag has the right to terminate the agreement within two months.		

SCHEDULE 4 — PURCHASER WARRANTIES

1. The Purchaser is duly organised and validly existing as a *besloten vennootschap met beperkte aansprakelijkheid* under the laws of the Netherlands and the Purchaser has all requisite power to enter into the Agreement.

2. The Purchaser is duly registered with the trade register held by the competent Chamber of Commerce.

3. The Purchaser has not been dissolved and no resolution to dissolve the Purchaser has been adopted.

4. The Purchaser has not requested nor been granted a moratorium of payment and the Purchaser has not been declared bankrupt and to its best knowledge no action or request is pending to declare the Purchaser bankrupt.

5. This Agreement has been duly authorised by the Purchaser and will constitute valid and legally binding obligations of the Purchaser enforceable against the Purchaser in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganisation or other similar laws affecting the enforcement of the creditors' rights generally or by general principles of equity.

6. The (class A) ordinary shares in the capital of the Purchaser shall be validly issued and placed, fully paid up and free and clear of Encumbrances. The uniQure DRs and the (class B) ordinary shares in the capital of the Purchaser underlying the uniQure DRs shall be validly issued and placed, fully paid up and free and clear of Encumbrances.

SCHEDULE 5 — SELLER WARRANTIES

1. Each of the Subsidiaries is duly organised and validly existing as a *besloten vennootschap met beperkte aansprakelijkheid* under the laws of the Netherlands, each of the Subsidiaries has the corporate power to carry on its business as presently conducted and each of the Subsidiaries has all requisite power to enter into the Agreement.

2. Each of the Subsidiaries is duly registered with the trade register held by the competent Chamber of Commerce.

3. Neither of the Subsidiaries has been dissolved and no resolution to dissolve either of the Subsidiaries has been adopted.

4. Neither of the Subsidiaries has requested or been granted a moratorium of payment and neither of the Subsidiaries has been declared bankrupt and to the Seller's best knowledge no action or request is pending to declare either of the Subsidiaries bankrupt.

5. The Sale Shares have been validly issued and placed. The Sale Shares are free and clear of Encumbrances. There are no depositary receipts (*certificaten van aandelen*) of the Sale Shares in existence. The Seller is the sole and exclusive legal and beneficial owner of the Sale Shares.

6. The Seller has not granted any rights to acquire shares in the capital of the Subsidiaries through subscription, conversion or otherwise.

7. The Seller has no actual or contingent obligation to transfer any of the Sale Shares to a third party (with the exception of the obligations of Seller to Purchaser arising out of this Agreement), or to create any Encumbrance in respect of the Sale Shares.

8. The Seller has full right, power and authority to sell and transfer the Sale Shares.

9. The Seller is duly organised and validly existing as a *naamloze vennootschap* under the laws of the Netherlands and has all requisite power to enter into this Agreement.

10. This Agreement has been duly authorised by the Seller and each of the Subsidiaries and on the Completion Date will constitute valid and legally binding obligations of the Seller and each of the Subsidiaries enforceable against them in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganisation or other similar laws affecting the enforcement of the creditors' rights generally or by general principles of equity.

SCHEDULE 6 — PROJECT KAIROS TERM SHEET

Stibbe

Amsterdam Brussels Luxembourg London New York Dubai

STRICTLY CONFIDENTIAL

TERM SHEET
PROJECT UNIQURE

This term sheet (the **Term Sheet**) summarizes the principal proposed terms of the cooperation among (i) Forbion Co-Investment II Coöperatief U.A., Coöperatieve AAC LS U.A. and Forbion Co-Investment Coöperatief U.A. (together referred to as **Forbion**) and (ii) uniQure B.V. (**uniQure**, or the **Company**) as the company.

uniQure intends to acquire the assets and liabilities of Amsterdam Molecular Therapeutics (AMT) Holding N.V. (**AMT** together with Forbion and uniQure: the **Parties**, or each: a **Party**), in exchange for depositary receipts (each: a **DR** and any holder of a DR: a **DR Holder**) for ordinary shares issued by a foundation (*stichting administratiekantoor*) holding ordinary shares in the capital of uniQure (**STAK**) (the **AMT Transaction**) pursuant to a business acquisition agreement

(the **BAA**), to be entered into between, *inter alia*, uniQure and AMT. Upon completion of the AMT Transaction (the **BAA Completion**), AMT will be dissolved and the DRs will be distributed to the AMT shareholders, whereupon holders of shares representing 5% or more of the issued and outstanding share capital of AMT immediately following BAA Completion (together with Forbion: the **Investors**, or each: an **Investor**) will be offered to exchange their DRs for shares in the capital of uniQure (the **Exchange Offer**).

Now, the Parties agree that (i) a shareholders' agreement in respect of uniQure, as well as (ii) ancillary documentation such as (a) the articles of association (*statuten*) of uniQure, (b) articles of incorporation of STAK, (c) the terms and conditions (*administratievoorwaarden*) of STAK, and (d) related documentation (all together, the **Governing Documents**) shall be entered into or, as the case may be, come into full force and effect immediately prior to BAA Completion. Upon BAA Completion, also completion under the Governing Documents (**Completion**) shall occur. The Parties agree that the documentation referred to above shall reflect the terms and conditions of this Term Sheet and shall furthermore be negotiated in good faith prior to Completion.

The proposed subject matter of this Term Sheet is specifically subject to the conditions set forth herein.

1 CHRONOS TRANSACTION

1.1 General principles

· uniQure and AMT N.V. (**AMT**) negotiate the BAA for the acquisition by uniQure of the assets and liabilities of AMT.

· AMT must convocate a general meeting of shareholders in order to obtain shareholder approval for the AMT Transaction. The timing of the shareholders meeting is 42 days after the convocation. Together with the convocation, the BAA and a summary thereof and of the other terms of the AMT Transaction will be circulated to the AMT shareholders in a shareholders circular (the **Shareholders Circular**). The Shareholders Circular shall be prepared by AMT and uniQure jointly.

· In consideration of the assets and liabilities to be acquired by uniQure, uniQure shall issue a number of DRs, equal to the aggregate number of shares in the capital of AMT issued and outstanding at the time of the BAA Completion.

· Forbion shall convert its convertible loan (with a face value of EUR 5,000,000) together with accrued interest immediately after BAA Completion at an agreed (and revised) conversion price of EUR 1 per share.

· uniQure shall procure that the DRs so distributed to AMT will be accepted for clearing and trading through the clearing systems of Euroclear Nederland. The DRs shall be distributed to the AMT shareholders upon the shareholders meeting of AMT having resolved to liquidate AMT. Pursuant to the Governing Documents, the shares held by STAK will be subject to a drag right by the requisite number of Investors.

· The distribution to AMT shareholders shall not be deemed an 'offer of securities' under the terms of the Financial Supervision Act (Wft) and consequently in respect of such distribution AMT (or uniQure) will not be required to offer a prospectus).

· uniQure will offer each holder of DRs representing 5% or more of the issued and outstanding share capital of AMT immediately following BAA Completion to exchange its DRs in ordinary shares in the capital of uniQure (the Exchange Offer). As the Exchange Offer will be made to less than 100 persons, uniQure is exempted from issuing a prospectus in respect of the Exchange Offer.

· AMT' shareholders meeting shall resolve to dissolve AMT, with the DRs to be distributed in the context of such dissolution.

1.2 Business purchase agreement and conditions precedent

The BAA shall be subject to, inter alia, the following conditions precedent:

(i) the approval of AMT' shareholders meeting of the AMT Transaction; and

(ii) an irrevocable equity funding of at least EUR 1 million by a new investor (the **New Investor**), at terms acceptable to uniQure; and

(iii) no material adverse change will occur in the profitability, financial or trading position or the prospects of AMT and/or any of its subsidiaries; and

(iv) Senter Novem has agreed with a transfer of all existing contracts with AMT to uniQure.

1.3 Public announcements

Regulatory rules require AMT to make public announcements through a press release, *inter alia*, immediately upon occurrence of the following events:

· shareholders approval of the AMT Transaction;

· execution of the BAA; and

· BAA Completion.

2 UNIQURE

(A) Corporate structure, Capitalization and new Funding

No.	Subject	Term

(1)	*Company*	uniQure B.V., a newly incorporated Dutch private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*).
(2)	*Capitalization (authorized capital)*	Different classes of ordinary shares (with a nominal value of EUR 0.01 each) (**Ordinary Shares**), to allow each Investor to hold Ordinary Shares of a separate class, with Investors holding Ordinary Shares Class A and STAK holding Ordinary Shares Class B.
(3)	*New Financing*	Forbion to commit to an investment in an amount of EUR 6 million and New Investor to commit to an irrevocable equity funding in an amount of at least EUR 1 million, to be effected by issuing Ordinary Shares Class A at a price per Ordinary Share of EUR 0.614 eac h (the **New Investment**).
(4)	*Anti-dilution Protection*	Ordinary Shares Class A issued to Forbion and the New Investor pursuant to the New Investment will be entitled to full ratchet anti-dilution rights in subsequent rounds where the per share consideration received by the Company is less than the per share consideration paid by Forbion and the New Investor pursuant to the New Investment. These anti-dilution rights shall be subject to carve-outs for shares issued to employees, consultants and directors. In such case, new shares in the Company are to be issued either with payment to be made from the Compnay's share premium reserve, or if not available, such new shares are to be issued at par value and transferred to Forbion and the New Investor, with the number of shares computed according the following formula: (P1-P2) / P2) x Q Whereas: (i) P1 to mean the issue price paid by Forbion and the New Investor pursuant to the New Investment; (ii) P2 to mean the issue price offered in the subsequent capital increase.

		Q to mean the number of shares subscribed by Forbion and the New Investor pursuant to the New Investment.
(5)	*Capitalization (issued capital)*	Upon BAA Completion (post conversion of the Forbion convertible loan, as set out above), full acceptance of the Exchange Offer and completion of the New Investment, the issued capital of uniQure shall be held as set out in Schedule 3.
(6)	*STAK*	*Stichting Administratiekantoor*, holder of the Ordinary Shares Class B and issuer of DRs (without the Company's cooperation) (*certificaten*) to certain eligible investors in AMT (the DR Holders), entitling the DR Holders to the distribution of the profits of uniQure relating to the Ordinary Shares held by STAK, for each DR Holder in proportion to the number of DRs that they hold. DR Holders shall be entitled to instruct the STAK management board how to vote on the shares underlying the DRs they hold in a general meeting of shareholders of uniQure. The STAK management board shall vote shares for which no instruction has been given by the DR holder entitled thereto.
(7)	*STAK management board*	2 DR representatives and 1 independent member.

(B) Governance

No.	Subject	Term
(8)	*Management board*	The management board of uniQure (the **MB**) shall initially consist of the directors currently constituting the AMT' management board, i.e. Mr. J. Aldag and Mr. P.J. Morgan (employment conditions subject to review by Forbion). Any AMT stock option plan currently in force and applicable to Mr. J. Aldag and Mr. P.J. Morgan will terminate on BAA Completion and will be replaced by a new uniQure stock option plan. Prior to BAA completion, Mr. J. Aldag and Mr. P.J. Morgan will be required to waive any rights they may be entitled to under any current existing AMT stock option plan.
(9)	*Supervisory board*	The supervisory board of uniQure (the **SB**) shall initially consist of 3 investor representatives (the **Investor Representatives**) and 4 other members, i.e. S.J.H. van Deventer, H.A. Slootweg and a person nominated in accordance with Schelude 1, as the Investor Representatives, and J.M. Feczko, P.M.M.J. van Holle, F. Meyer and a newly to be appointed independent member, as the independent members.

(10)	*Supervisory board committees*	The SB shall have at least two standing committees, i.e. the audit committee and the remuneration and appointment committee, to be appointed by the SB from its own members. Each committee shall consist of 3 members, of which 1 Investor Representative.
(11)	*Governance (Management Board and Supervisory Board)*	Schedule 1 sets out specific governance provisions in relation to uniQure relating to Management Board and Supervisory Board resolutions.
(12)	*Governance (General Meeting)*	Schedule 2 sets out specific governance provisions in relation to uniQure relating to resolutions of the

		General Meeting.
(13)	*ESOP*	To provide further incentives to employees, directors and or outside consultants and advisors, contemporary with completion of the AMT Transaction, the shareholders of the Company will authorise a new unallocated pool of options and / or warrants for future grants to employees, directors and / or outside consultants and advisors, representing 15% of the fully diluted share capital of the Company post BAA Completion, with (i) a vesting period of three years; 1/3 of the options to be vested after one year, the other 2/3 to be vested in year 2 and 3 on a pro rata — i.e. linear — basis; and (ii) the exercise price of the options being the price paid by Forbion. The SB shall be authorised to grant options or warrants within the scheme. A resolution of the SB to this effect requires the positive vote of at least two Investor Representatives**.**

(C) Transfers of Shares

No.	Subject	Term
(14)	*Transfer of Ordinary Shares*	Each transfer of Ordinary Shares (be it to an Investor's affiliate or group company, a Portfolio Transfer, a Sale or otherwise) is always subject to the condition that the purchaser of such transferred Ordinary Shares is or becomes bound to the Governing Documents.
(15)	*Transfers of DRs*	DRs are freely transferable, subject to restrictions under applicable laws.
(16)	*Portfolio Transfer*	Subject to the requirement for a transferee to sign a deed of adherence, the Ordinary Shares shall at all times be freely transferable (other than to competitors of the Group) as part of a transfer of an Investor's investment portfolio (in whole or in part) or to entities in which an Investor has an economic interest (**Portfolio Transfer**).

(17)	*Right of first offer other Investors*	If an Investor intends to sell (the **Selling Investor**) any Ordinary Shares other than in a Portfolio Transfer, or transfers to affiliates, the following shall apply. The Selling Investor shall notify the other Investors of its wish to sell Ordinary Shares and shall invite the other Investors to make an offer, on the basis of a minimum price, for these Ordinary Shares within 2 weeks from receipt of the notice. The Ordinary Shares offered shall be allocated to the other Investors that have made an offer for at least the minimum price for the price offered by the relevant Investors. If the other Investors have not subscribed for all Ordinary Shares offered for sale by the Selling Investor, the Selling Investor is free to offer those shares to any third party for a price at least equal to the minimum price stated in the notice to the other Investors.
(18)	*Good and Bad Leaver*	Equity interests to be granted to employees, directors and / or outside consultants and advisors pursuant to the employee stock option plan shall be made subject to good- and bad leaver arrangements pursuant whereto the relevant person will be required to offer their interests to (a person designated by) the Company in case such person's employment (or other) contract with the Company (or a group company of the Company) terminates.
(19)	*Tag offer*	If Investors holding 51% or more of the issued and outstanding Ordinary Shares Class A propose to sell Ordinary Shares to a third party (a **Sale**), each other holder of Ordinary Shares will have the right (as a condition to such Sale) to require that third party purchaser to purchase a pro rata portion of such holder's Ordinary Shares (a **Tag Offer**) to be completed simultaneously with the Sale.
(20)	*Drag offer*	In case of a Sale, the proposed seller or sellers may, upon agreement of the terms and conditions of a bona fide offer by a third party purchaser for one or more of its or their Ordinary Shares (a **Drag Offer**) require each (other) holder of Ordinary Shares to transfer all (but not less than all) of such shares (the **Drag Shares**) on the same terms and conditions as those offered in the Drag.

(D) Exit

No.	Subject	Term
(21)	*Intention to Exit*	It is the intention of the Investors, that an Asset Sale or an Exit be achieved as soon as practically possible and commercially sensible.

(22)	*Nature of an Exit*	An **Exit** shall be: · a transfer (or a series of related transfers) of all the Ordinary Shares issued (other than as a result of a transfer by an Investor to an affiliate); · the listing and admission to trading on a market for listed securities of either (i) the Company's shares, (ii) an intermediate holding company's shares or (iii) the shares of new holding company established for the purposes of the Listing (a **Listing**); or · a distribution pursuant to a winding-up or dissolution of the Company or any holding company of the Company, including following an Asset Sale.

		An **Asset Sale** shall be a sale by one or more Group Companies of all, or substantially all, of the Group's business, assets and undertaking.
(23)	*Appointment of Advisors*	Investors holding 51% or more of the issued and outstanding Ordinary Shares Class A and the Company shall jointly decide on the appointment by the Company of its advisors in connection with the Exit.
(24)	*Obligations on an Exit or an Asset Sale*	The Company shall co-operate and take such steps as reasonably required (taking into account their rights and obligations under this term sheet) in respect of any proposed Exit or Asset Sale subject always to fiduciary duties and compliance with applicable law.

(E) Miscellaneous

No.	Subject	Term
(25)	*Provision of Information*	The Company shall be required to supply to the Investors: · at least 30 business days prior to the start of the new financial year, a draft annual budget (for comment) including profit and loss projections, monthly cash flow projections and balance sheet projections including line items on total proposed (i) capital expenditure, (ii) project financing and (iii) total costs of other investments for comments by the Investors; · within 30 days after the start of the relevant financial year, the annual budget per the above specifications; · within 15 business days after the end of each month, a monthly information package to include (i) updated

		liquidity forecast (12 months, in aggregate and breakdown per major project) and reconciliation with previous month, (ii) qualitative comments highlighting development progress, financing events and sales process, and (iii) progress reporting on 5 biggest projects (format to be acceptable to Investors holding 51% or more of the issued and outstanding Ordinary Shares Class A, but in any case shall include executive summary on key elements (progress, costs, liquidity against budget etc)); · within 20 business days after the end of each quarter, a quarterly information package to include (i) monthly information, (ii) updated format revised business plan; (iii) a reconciliation with previous quarterly revised business plan; (iv) progress reporting on 5 biggest projects (format to be acceptable to Investors holding 51% or more of the issued and outstanding Ordinary Shares Class A (acting reasonably) but in any case shall include: (a) executive summary on key elements (progress, costs, liquidity against budget, project financing, general economical climate etc) and (b) project monitor summary if project has commenced (to be delivered in the same format as required by the financiers of the relevant project, if available) and (v) reporting on financing (format to be acceptable to Investors holding 51% or more of the issued and outstanding Ordinary Shares Class A (acting reasonably) but shall in any case include regularity of all financings); · as soon as they become available, copies of annual valuations of underlying assets; and · other information reasonably required by Investors holding 51% or more of the issued and outstanding Ordinary Shares Class A. The format of the reporting shall be designed by the Company and shall be in form and substance satisfactory to Investors holding 51% or more of the issued and outstanding Ordinary Shares Class A.
(26)	*STAK Information Rights*	· Within 20 business days after a general meeting of shareholders of the Company, the DR Holders shall be entitled to receive from the STAK management board a copy of the adopted annual accounts and a list of resolutions adopted by the general meeting of shareholders. · Within 20 business days after the end of each quarter, the DR Holders shall be entitled to receive from the STAK management board a quarterly financial statement, in a format

		to be approved by the SB. · There shall be no obligation to make the information as referred to in this section 0 publicly available by placing it on the Company's or any other website.
(27)	*Compensation of costs*	The Company and / or AMT shall bear the costs reasonably incurred (including, for the avoidance of doubt, legal fees) by Forbion in connection with the AMT Transaction in the event that (i) BAA Completion occurs or (ii) the BAA is terminated as a result whereof and pursuant to the BAA, the Company will be paid a break fee.
(28)	*Confidentiality*	Investors will be subject to customary restrictions on the use and disclosure of confidential information.

(29)	*Accounting regime*	Dutch GAAP will apply. The audit committee will be authorised to adopt IFRS as the applicable accounting standard.
(30)	*Governing law*	This term sheet is governed by Dutch law. The definitive documents will be governed by Dutch law.

[signature page to follow]

Signed and agreed on 16-2-2012.

/s/ H.A. Slootweg
uniQure B.V.
By: Forbion 1 Co II Management B.V.
By: H.A. Slootweg
Director
Date: 16-2-2012

/s/ M.A. van Osch
uniQure B.V.
By: Forbion 1 Co II Management BV
By: M.A. van Osch
director
Date: 16-2-12

/s/ H.A. Slootweg
Forbion Co-Investment II Coöperatief U.A.
By: Forbion 1 Co II Management B.V.
By: H.A. Slootweg
Director
Date: 16-2-2012

/s/ M.A. Jan Osch
Forbion Co-Investment II Coöperatief U.A.
By: M.A. van Osch
director
Date: 16-2-2012

/s/ H.A. Slootweg
Cooperatieve AAC LS U.A.
By: Forbion 1 Management B.V.
By: H.A. Slootweg
Director
Date: 16-2-2012

/s/ M.A. van Osch
Cooperatieve AAC LS U.A.
By: Forbion 1 Management BV
By: M.A. van Osch
director
Date: 16-2-2012

/s/ H.A. Slootweg
Forbion Co-Investment II Coöperatief U.A.
By: Forbion 1 Management B.V.
By: H.A. Slootweg
Director
Date: 16-2-2012

/s/ M.A. van Osch
Forbion Co-Investment II Coöperatief U.A.
By: Forbion 1 Management BV
By: M.A. van Osch
director
Date: 16-2-2012

Amsterdam Molecular Therapeutics (AMT) Holding N.V.

By: /s/ Jörn Aldag
Date: 16.02.2012

Amsterdam Molecular Therapeutics (AMT) Holding N.V.

By: /s/ PJ Morgan
PJ Morgan
Date: CFO

SCHEDULE 1: GOVERNANCE (MANAGEMENT BOARD AND SUPERVISORY BOARD)

This schedule and the allocation in respect of reserved matters assumes the following starting points:

1. The Company shall have a Management Board and a Supervisory Board.

2. The Management Board shall consist of 2 or more members appointed by the general meeting of shareholders of the Company (the **General Meeting**) in accordance with a binding nomination by any Investor or group of Investors holding at least 51% of the Ordinary Shares Class A.

3. The Supervisory Board shall consist of 7 directors, of whom 3 directors (one of whom shall be the chairman of the Supervisory Board (the **Chairman**)) shall be appointed by the General Meeting in accordance with a binding nomination by any Investor or group of Investors holding at least 51% of the Ordinary Shares Class A. Prior to the making of a nomination the Investors shall consult with the other Investors and STAK about the identity and the qualifications of such person included on a shortlist of potential nominees and the Investors shall take any substantiated objections against potential nominees into account in making their decision to formally nominate such person. In case of a deadlock of votes in a meeting of the Supervisory Board, the Chairman will have a casting vote.

4. The Supervisory Board shall meet at least 6 times per year (or such other number as the Chairman may require) in person at scheduled meetings and so often as required for the proper fulfilment of the role of the Supervisory Board, either in person or by conference call.

5. The Management Board will be responsible for all operational matters in respect of the Company and its subsidiaries (collectively: the **Group** and any member of the Group also: a **Group Company**) but will require the prior approval of the Supervisory Board acting by simple majority for the matters listed

in Part A of this Schedule.

6. The items listed in Parts B and C of this Schedule will require approval by or the adoption of a prior resolution of Investors holding at least 51% or 66$^{2}/_{3}$%, respectively, of Class A Ordinary Shares held by Investors.

Part A

Supervisory Board approval

(a) Any amendment of articles of association of any Group Company.

(b) Voting on shares or similar equity interests in a Group Company (which provision would need to be mirrored in articles of association of Group Companies), for resolutions mentioned in Part A, B and C.

(c) The instigation or the settlement of any material litigation or arbitration or mediation proceedings by a Group Company, for the purpose of which 'material' shall mean an interest or claim that is of strategic importance to the Group or has a monetary value of at least EUR 100,000.

(d) Any proposals to the General Meeting to materially change the emoluments of members of the Management Board, including bonuses and option schemes.

(e) The removal or appointment of the auditors of any Group Company, other than the reappointment of existing auditors.

(f) Remuneration of the auditors of the Company.

(g) Approval of any change in accounting policies of any Group Company.

(h) Alteration to the financial year end of any Group Company.

(i) Non-project related capital expenditure exceeding in one transaction or event or a series of related transactions or events, in excess of an amount of EUR 50,000 but less than EUR 100,000, which is not included in an approved business plan or budget.

Part B

Approval with Simple Majority Investor Consent (51%) of Class A Ordinary Shares held by Investors

(a) Unless specified in an approved business plan of the Company, entering into or materially changing borrowing and lending arrangements (including issuance of debt instruments) by any Group Company, exceeding an amount of EUR 250,000.

(b) Unless specified in an approved business plan of the Company, establishing/closing any material branch, establishment, agency or business of any Group Company.

(c) Unless specified in an approved business plan of the Company, entering into any material joint venture, partnership or profit sharing arrangement or licensing agreement by any Group Company.

(d) Unless specified in an approved business plan of the Company, the expansion or development of the Group or any of its business other than through a Group Company.

(e) Adoption of or amendment to the current business plan (to be in agreed form) and budget (to be in agreed form).

(f) Creation or release of any security or (save in the ordinary course of trading and consistent with past practice) granting of guarantees by any Group Company, exceeding an amount of EUR 250,000.

(g) Unless specified in an approved business plan of the Company, any material acquisitions or disposals by any Group Company.

(h) The appointment or removal of any member of the Supervisory Board or Managing Director of a Group Company other than the Company.

(i) Non-project related capital expenditure exceeding in one transaction or event or a series of related transactions or events, in an amount of EUR 100,000 or more, which is not included in an approved business plan or budget.

(j) Establishment and material amendment of any management incentive scheme of any Group Company (other than the Company).

Part C

Approval with Qualified Majority Investor Consent (66 2/3%) of Class A Ordinary Shares held by Investors

(a) Any change in a Group Company's (other than the Company's) share capital.

(b) Unless specified in an approved business plan of the Company, any material change of the nature or the name of the business of the Group.

(c) Entry into, termination or variation of any contract or arrangement by a Group Company with an Investor, other than financing arrangements.

(d) Any distribution from reserves (other than wholly intra-group) by any Group Company.

(e) Transactions by a Group Company outside of its ordinary course.

(f) Taking steps to commence insolvency or winding-up proceedings of a Group Company (including the application for suspension of payment of debts by a Group Company).

SCHEDULE 2: GOVERNANCE (SHAREHOLDERS MEETING)

Part A

Approval with Qualified Shareholder Consent

The following resolutions of the General Meeting will require the affirmative vote of Shareholders holding at least $66^{2}/_{3}$% of Ordinary Shares.

Approval with Qualified Majority Shareholder Consent (66 2/3%) of Ordinary Shares

a) The merger (*fusie*) or demerger (*splitsing*) of the Company.

b) The initiation of liquidation or dissolution of the Company or approve the filing for bankruptcy.

c) The amendment of the articles of association of the Company.

d) Appointment or dismissal of the Company's auditors.

Part B

Approval with Simple Majority Investor Consent (51%) of Class A Ordinary Shares held by Investors

The following resolutions of the General Meeting will require the affirmative vote of Investors holding at least 51% of Class A Ordinary Shares.

a) The issue of new equity securities (including options and warrants).

b) The exclusion or restriction of pre-emptive rights with respect to the issue of new equity securities.

c) The redemption (*intrekking*) or the reduction of the nominal value of any shares.

d) The purchase (*inkoop*) by the Company of shares in its own capital, shares in the capital of any subsidiary, or depositary receipts (*certificaten van aandelen*) representing any such shares (whether or not issued "with the co-operation of the Company").

e) The declaration of dividends or distributions.

f) The delegation of powers with respect to the issue of securities, the exclusion of pre-emptive rights, or the approval of the purchase of the Company's own shares.

g) Determination or variation of the remuneration of members of the Management Board and of the Supervisory Board.

· **SCHEDULE 3: ISSUED CAPITAL IMMEDIATELY UPON FULL ACCEPTANCE OF THE EXCHANGE OFFER**

SCHEDULE 7 – PRESS RELEASE

Not for release, publication or distribution in whole or in part, directly or indirectly, in or into the United States or to US persons. This announcement is not a prospectus and does not contain or constitute an offer for sale or the solicitation of an offer to purchase securities in the United States or any other jurisdiction.

Amsterdam Molecular Therapeutics Business to be Acquired by uniQure BV

Extraordinary Shareholder Meeting called to vote on the Transaction

Amsterdam, The Netherlands — February 17, 2012 — Amsterdam **Molecular** Therapeutics (Euronext: AMT) announced today that its board of directors is recommending a substantial corporate restructuring and financing transaction which, if approved by shareholders, will result in the assets and certain liabilities being acquired by a newly formed private company, uniQure BV, and the AMT legal entity being liquidated and delisted.

This transaction will:

- support the future funding of AMT's current gene therapy development pipeline;
- reduce operating costs; and
- enable disposal of current loan note obligations.

Consequently, management believes the uniQure transaction will allow **AMT's** shareholders to benefit from the future potential value in the business. This includes, if successful, completion of the ongoing collaboration discussions for the hemophilia B program and further collaborations on the GDNF program.

AMT has entered into a definitive agreement with Amsterdam-**based** uniQure to acquire the assets and certain liabilities of AMT in return for unlisted uniQure depository receipts ("DRs") which may be exchangeable for uniQure shares as described further below. There is no cash component to the consideration. The proposed transaction has been evaluated by a special committee of the board ("Special Committee") together with Ernst & Young, which has advised the Special Committee that the Transaction is fair and reasonable so far as AMT shareholders are concerned. The disposal of the company's programs, assets and certain liabilities has been unanimously approved by the board of supervisory directors, which recommends that AMT shareholders adopt the resolution at an Extraordinary Shareholder Meeting on March 30, 2012.

On completion, uniQuire will receive additional equity funding of € 7.0 million, including € 6.0 million from Forbion Capital managed funds together with € 1.0 million in additional new financing to be secured by AMT prior to completion. In addition, uniQure will take over AMT's liability related to the € 5.0 million convertible loan notes and accrued interest of € 0.3 million. AMT will receive one new uniQure DR for every existing issued and outstanding AMT share. AMT will subsequently be dissolved and, as an advance liquidation payment, the uniQure DRs shall be distributed to AMT's shareholders. The uniQure DRs shall not be listed.

"We believe the proposed transaction will ensure the future of AMT following the failure to gain approval of Glybera in 2011 given the very limited options available to us. While we have pursued various avenues to raise additional funds on the open capital markets, worked diligently to engage in partnering discussions and have cut personnel, programs and spending down drastically, we are ultimately still facing a very precarious financial position with a cash reach to early April," explained Jörn Aldag, CEO of AMT. "The Transaction offers the only viable way to secure a capital injection, the ability to better focus resources towards the advancement of our gene therapy pipeline and also concluding collaborations which validate our platform such as a hemophilia B partnership. We ultimately believe that this transaction offers the renewed possibility of a meaningful exit for our shareholders, allowing them to benefit from the potential future upside in the business, including the possible outcome of the reconsideration by CHMP of our Glybera product."

On the basis that the Transaction is in the best interests of AMT, its stakeholders, and the business, the Special Committee supports the Transaction and shall recommend the Extraordinary General Meeting of shareholders ("EGM") to be held on March 30, 2012 to approve the Transaction.

uniQure will continue with AMT's strategy to invest in the hemophilia B, GDNF and AIP programs, as well as the collaboration with Institut Pasteur on Sanfilippo B, but will not invest significant additional funds into Glybera unless and until it receives a positive decision from regulatory authorities. All employees of AMT will continue in employment with uniQure on the same terms. The members of the Supervisory and Management Boards will also transfer to uniQure, with the exception of Mr. Ferdinand Verdonck, who chairs the Special Committee. Further terms of the Agreement and information on uniQure are set out below in a circular to Shareholders ("Shareholder Circular"), copies of which can be obtained free of charge from the Company's office and at the Company's website (www.amtbiopharma.com).

New funding, conversion of convertible loan notes and further information on uniQure

UniQure has been specifically created for the Transaction and financing, and has no other assets or liabilities.

Upon completion, Forbion Capital managed funds will subscribe € 6.0 million in new equity for 9.771.987 ordinary shares in uniQure at an issue price of €0.614 per share, being the mean closing share price of AMT on NYSE Euronext in Amsterdam for the five business days prior to the date the Business Acquisition Agreement was entered into. This additional financing from Forbion funds is conditional on AMT securing an additional € 1.0 million in new equity funding on the same terms from other sources. Together, the € 7.0 million in new financing will secure the immediate future of the AMT business and is expected to enable the successful conclusion of the current partnering negotiations relating to the hemophilia B program. The majority of this new Forbion funding comes from funds that are only permitted to invest in unlisted companies and this money is therefore not available to AMT directly.

Following completion, the transferred liabilities relating to the convertible loan notes shall be converted to 5,320,000 ordinary shares in uniQure using a conversion price of € 1.00 per share. Following the Transaction Forbion will be the largest shareholder in uniQure with significant rights relating to the conduct and governance of the business.

Each AMT shareholder that on the Distribution Record Date holds at least 1.555.054 shares in AMT and that will hence receive at least 1.555.054 DRs shall be entitled to exchange its DRs for an equal number of ordinary shares in uniQure. Each AMT shareholder with fewer AMT shares shall receive the equivalent number of DRs but shall not be entitled to exchange its DRs for an equal number of ordinary shares in uniQure.

uniQure will be subject to certain terms and conditions relating to its governance and operation; these are described further in the Shareholder Circular.

Extraordinary General Meeting

An EGM has been convened for March 30, 2012 to approve the Transaction and resolve on certain related matters, as set out in the agenda and the explanatory notes thereto, which are available through the company's website.

Forbion has committed to vote in favour of the Transaction in respect of the 19.4% of AMT's shares it controls.

Shareholder information meetings

AMT will hold two information meetings for shareholders at its offices on February 23, 2012 and March [20], 2012. Further details will be posted on the AMT website.

About Amsterdam Molecular Therapeutics

AMT is a world leader in the developing of human gene based therapies. AMT has a product pipeline of gene therapy products in development for hemophilia B, acute intermittent porphyria, Parkinson's disease and Sanfilippo. Using adeno-associated viral (AAV) derived vectors as the delivery vehicle of choice for therapeutic genes, the company has been able to design and validate probably the world's first stable and scalable AAV manufacturing platform. This proprietary platform can be applied to a large number of rare (orphan) diseases caused by one faulty gene and allows AMT to pursue its strategy of focusing on this sector of the industry. AMT was founded in 1998 and is based in Amsterdam. Further information can be found at www.amtbiopharama.com.

About uniQure

uniQure BV is a private company created specifically for the Transaction. It is funded by Forbion Capital Partners, an existing investor in AMT. uniQure will act as the new holding company for the gene therapy business currently carried out by AMT.

For further enquiries:

Jörn Aldag
CEO
AMT
Partners
Tel: +31 20 566 8014
j.aldag@amtbiopharma.com

Mike Sinclair
Partner
Halsin Partners
Tel: +44 20 7318 2955
msinclair@halsin.com

Sander Slootweg
General Partner
Forbion Capital
Tel: +44 20 7457 2029
forbion@collegehill.com

Certain statements in this press release are "forward-looking statements" including those that refer to management's plans and expectations for future operations, prospects, and financial condition. Words such as "strategy," "expects," "plans," "anticipates," "believes," "will," "continues," "estimates," "intends," "projects," "goals," "targets," and other words of similar meaning are intended to identify such forward-looking statements. Such statements are based on the current expectations of the management of AMT only. Undue reliance should not be placed on these statements because, by their nature, they are subject to known and unknown risks and can be affected by factors that are beyond the control of AMT. Actual results could differ materially from current expectations due to a number of factors and uncertainties affecting AMT's business. AMT expressly disclaims any intent or obligation to update any forward-looking statements herein except as required by law.

Not for release, publication or distribution in whole or in part, directly or indirectly, in or into the United States or to US persons. This announcement **is not a prospectus and does not contain or constitute an offer for sale or the solicitation of an offer to purchase securities in the United States or any other jurisdiction.**

The securities mentioned herein have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "Securities Act**"), or under the securities laws of any state or other jurisdiction of the United States and may not be offered, sold, resold, taken up, exercised, renounced, transferred or delivered, directly, or indirectly, within the United States except pursuant to an applicable exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. No public offering of the securities mentioned herein is being made in the United States or any other jurisdiction.**

This announcement does not constitute or forms a part of any offer to solicitation to purchase or subscribe for securities in any jurisdiction or jurisdictions in which such

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offers or sales are unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

The materials contained herein have not been submitted to or reviewed by the US Securities and Exchange Commission (the "SEC") or any state securities commission, and neither the SEC nor any such state securities commission has (a) approved or disapproved, (b) passed upon the merits of fairness of, or (c) passed upon the adequacy or accuracy of the disclosure of any materials contained herein. Any representation to the contrary is a criminal offence in the United States.

SCHEDULE 8— NOTICES

All announcements or notices to the Seller shall be sent to the following address or to the following fax number:

Name	:	Amsterdam Molecular Therapeutics (AMT) N.V.
Attn	:	Mr. Joern Aldag
Address	:	Meibergdreef 61, 1105 BA

Place of residence	:	Amsterdam
Country	:	The Netherlands
Email	:	j.aldag@amtbiopharma.com

With a copy to:

Name	:	Simmons & Simmons LLP
Attn	:	Mr. Michiel Wurfbain
Address	:	Claude Debussylaan 247, 1082 MC
Place of residence	:	Amsterdam
Country	:	The Netherlands
Email	:	michiel.wurfbain@simmons-simmons.com

as long as the Seller does not give notice to the other Parties of any other address.

All announcements or notices to the Purchaser shall be sent to the following address or to the following fax number:

Name	:	uniQure B.V.
Attn	:	Vincent van Houten
Address	:	Gooimeer 2 35, 1411 DC
Place of residence	:	Naarden
Country	:	The Netherlands
Email	:	Vincent.van.Houten@forbion.com

With a copy to:

Name	:	Stibbe
Attn	:	Mr. Egbert Vroom
Address	:	Strawinskylaan 2001, 1077 ZZ
Place of residence	:	Amsterdam
Country	:	The Netherlands
Email	:	Egbert.vroom@stibbe.com

as long as the Seller does not give notice to the other Parties of any other address.

All announcements or notices to AMT BV and/or AMT IP BV shall be sent to the following address or to the following fax number:

Name	:	Amsterdam Molecular Therapeutics (AMT) B.V. or Amsterdam Molecular Therapeutics (AMT)IP B.V.
Attn	:	Mr. Joern Aldag
Address	:	Meibergdreef 61, 1105 BA
Place of residence	:	Amsterdam
Country	:	The Netherlands
Email	:	j.aldag@amtbiopharma.com

With a copy to:

Name	:	Simmons & Simmons LLP
Attn	:	Mr. Michiel Wurfbain
Address	:	Claude Debussylaan 247, 1082 MC
Place of residence	:	Amsterdam
Country	:	The Netherlands
Email	:	michiel.wurfbain@simmons-simmons.com

as long as AMT BV and/or AMT IP BV does not give notice to the other Parties of any other address.

All announcements or notices to the Investor shall be sent to the following address or to the following fax number:

Name	:	Forbion Capital Partners
Attn	:	Vincent van Houten
Address	:	Gooimeer 2 35, 1411 DC
Place of residence	:	Naarden
Country	:	The Netherlands
Email	:	Vincent.van.Houten@forbion.com

With a copy to:

Name	:	Stibbe
Attn	:	Mr. Egbert Vroom
Address	:	Strawinskylaan 2001, 1077 ZZ
Place of residence	:	Amsterdam
Country	:	The Netherlands
Email	:	Egbert.vroom@stibbe.com

as long as the Investor does not give notice to the other Parties of any other address.

Exhibit 10.30

DATED 5 APRIL 2012

Amsterdam Molecular Therapeutics (AMT) B.V.

and

Amsterdam Molecular Therapeutics (AMT) IP B.V.

as the Transferees

and

Amsterdam Molecular Therapeutics (AMT) Holding N.V.

as the Transferor

DEED OF ASSIGNMENT OF CERTAIN ASSETS AND LIABILITIES OF AMSTERDAM MOLECULAR THERAPEUTICS (AMT) HOLDING N.V.

Stibbe

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THIS DEED is made on 5 April 2012.

BETWEEN:

(1) **Amsterdam Molecular Therapeutics (AMT) B.V.**, a company incorporated under the laws of the Netherlands with its corporate seat in Amsterdam, the Netherlands, registered with the trade register of the Chamber of Commerce with number 34275365;

(2) **Amsterdam Molecular Therapeutics (AMT) IP B.V.**, a company incorporated under the laws of the Netherlands with its corporate seat in Amsterdam, the Netherlands, registered with the trade register of the Chamber of Commerce with number 34275369;

(**Amsterdam Molecular Therapeutics (AMT) B.V.** and **Amsterdam Molecular Therapeutics (AMT) IP B.V.** collectively also the "**Transferees**" and each individually a "**Transferee**"), and

(3) **Amsterdam Molecular Therapeutics (AMT) Holding N.V.**, a company incorporated under the laws of the Netherlands with its corporate seat in Amsterdam, the Netherlands, registered with the trade register of the Chamber of Commerce with number 33301321 (the "**Transferor**")

The parties to this Agreement are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

RECITALS:

(1) Pursuant to an agreement dated 16 February 2012 (the "**Economic Ownership Transfer Agreement**") the Transferor contributed the economic ownership (*economische eigendom*) of the Business (as defined in the Economic Ownership Transfer Agreement) to the Transferees subject to and upon the terms and conditions of the Economic Ownership Transfer Agreement.

(2) The Transferor and the Transferees wish to transfer the legal title (*juridische eigendom*) to the Business to the Transferees as contemplated in the Economic Ownership Transfer Agreement by entering into this asset transfer agreement (the "**Deed of Assignment**") and performing all other actions necessary to transfer the legal title to, and therefore the ownership of, the Business to the Transferees in accordance with Clause 2 of the Economic Ownership Transfer Agreement.

(3) The conditions stipulated in Clause 3 of the Economic Ownership Transfer Agreement have been fulfilled or waived and parties have agreed that the legal titel of the Business shall be transferred on the execution of this Deed of Assignment, but prior to the Completion Date.

(4) Furthermore, the Transferor and the Transferees wish to transfer the legal title (*juridische eigendom*) and the economic ownership (*economische eigendom*) of the Seller Loans to the Transferees and to effectuate such transfer by entering into this Deed of Assignment and performing all other actions necessary to effectuate such transfer.

(5) The Transferor has obtained all internal corporate approvals required for the execution and performance of this Deed of Assignment.

IT IS AGREED as follows:

1. INTERPRETATION

Definitions used in this Deed of Assignment have the same meaning as given to them in the Economic Ownership Transfer Agreement unless stated otherwise, and the provisions of Clause 1 (Interpretation) of the Economic Ownership Transfer Agreement shall apply to this Agreement.

2. TRANSFER OF OWNERSHIP

2.1. Agreement to transfer

2.1.1. Subject to the terms and conditions of this Deed of Assignment and the Economic Ownership Transfer Agreement, the Transferor hereby transfers and delivers the legal title to the Business to the Transferees and the Transferees hereby accept and assume from the Transferor the Business, including the Business Assets and the Business Liabilities, whereby:

(A) the legal title to the Business Intellectual Property Rights is transferred to AMT IP BV; and

(B) the legal title to the other Business Assets and Business Liabilities is transferred to AMT BV.

2.1.2. The Transferees and the Transferor acknowledge that to the extent the transfer and delivery of any of the Business Assets and/or Business Liabilities requires a deed (*akte*) this Deed of Assignment constitutes a deed of transfer for such Business Assets and Business Liabilities to take effect from the execution of this Deed of Assignment.

2.1.3. The transfer and delivery of the Business Assets and Business Liabilities shall further be effectuated as set out in Clause 2 of the Economic Ownership Transfer Agreement.

2.1.4. The legal title to the respective parts of the Business shall be transferred to AMT IP BV and AMT BV by way of a contribution in kind (*inbreng in natura*) on the ordinary shares in the capital of the Transferees held by the Transferor, without the issuance of new shares. The value of such contribution will be recorded as share premium (*agiostorting*) in the books of AMT IP BV and AMT BV.

2.2. Business Goodwill and Know How

The Business Goodwill and Know How are hereby transferred to the Transferees.

2.3. Business Intellectual Property Rights

The Business Intellectual Property Rights are hereby transferred to AMT IP BV. AMT IP BV shall register the registered Business Intellectual Property Rights in its name in all relevant registers. To the extent any of the Business Intellectual Property Rights consists of a license ("**Business Permit**"), such license shall, if permitted under the license, be transferred in accordance with the relevant requirements of such license and in accordance with Clause 2.6, simultaneously with the execution of this Deed of Assignment.

2.4. Business Assets

2.4.1. All Business Assets, including but not limited to ICT, inventory and equipment, business records, business stock and work in progress and all other Business Assets that are transferable by delivery (*bezitsverschaffing*), to the extent such Business Assets are not held by others for or on

behalf of the Transferor, are hereby transferred and delivered to the relevant Transferee by giving access to the places where these Business Assets are physically located and by having delivered to the relevant Transferee all keys and title documents and other evidence of ownership.

2.4.2. To the extent that any of the Business Assets that are mentioned in Clause 2.4.1 are held by others for or on behalf of the Transferor, such Business Assets are transferred and delivered to the relevant Transferee by a notice from the Transferor to the other parties, also on behalf of the relevant Transferee, instructing such party to hold such Business Assets for or on behalf of the relevant Transferee to take effect prior to the Completion Date. The Transferor shall send the relevant Transferee a copy of such notices.

2.4.3. To the extent any of the Business Assets consists of a license, such license shall, if permitted under the license, be transferred in accordance with the relevant requirements of such license and in accordance with Clause 2.6 simultaneously with the execution of this Deed of Assignment.

2.5. Business Liabilities

The Business Liabilities are hereby transferred to the relevant Transferee in accordance with the terms and conditions of the Economic Ownership Transfer Agreement.

2.6. Contracts and Business Permits

All Contracts and Business Permits are hereby transferred to the relevant Transferee in accordance with the relevant requirements of such Contract or Business Permit and the terms and conditions of the Economic Ownership Transfer Agreement.

2.7. Other assets and liabilities

Notwithstanding the provisions of Clause 2.1 up to and including 2.6, the Transferor hereby transfers and delivers the legal title of all other existing assets, business assets, liabilities and/or contracts of the Transferor, if any, to AMT BV and AMT BV hereby acquire and accept from the Transferor all such other assets, including but not limited to cash, business assets, liabilities and/or contracts.

2.8. Excluded assets and liabilities

The provisions of this Deed of Assignment do not extend to the Loan Notes, Convertible Loan Note Agreement, Sale Shares, Administration, rights and obligations pursuant to the BAA, the listing agreement between the Transferor and Euronext Amsterdam, the contract with the ENL agent and the payment agent, the liquidity provider agreement between the Transferor and Kempen & Co N.V., the D&O Insurance policy of the Transferor, any outstanding obligations under any stock option plan or other employee plan of the Transferor and any and all agreements the Transferor entered into with Senter Novem. This

Deed of Assignment does therefore not constitute a transfer of the legal title to any of the assets and contracts mentioned in this Clause 2.8.

2.9. Other transfer requirements

If and insofar the transfer of any existing Business Assets or Business Liabilities requires any other acts for the transfer of the legal title to such Business Assets or Business Liabilities than mentioned in this Deed of Assignment, Parties shall satisfy such requirements and comply with the relevant statutory provisions, as soon as reasonably and practically possible.

3. TRANSFER OF SELLER LOANS

3.1. Agreement to transfer

3.1.1. Subject to the terms and conditions of this Deed of Assignment the Transferor hereby contributes to

(A) AMT BV and AMT BV hereby accept from the Transferor, the legal title and economic ownership of the AMT BV Seller Loan; and

(B) AMT IP BV and AMT IP BV hereby accept from the Transferor, the legal title and economic ownership of the AMT IP BV Seller Loan.

3.1.2. The AMT BV Seller Loan and the AMT IP BV Seller Loan are with the effect as of the signing date of this Deed of Assignment transferred to AMT BV and AMT IP BV, respectively, by way of a contribution in kind (*inbreng in natura*) on the ordinary shares in the capital of AMT BV and AMT IP BV held by the Transferor, without the issuance of new shares. The value of the AMT BV Seller Loan and the AMT IP BV Seller Loan will be recorded as share premium (*agiostorting*) in the books of AMT BV and AMT IP BV.

3.1.3. As a result of the contribution set forth in Clause 3.1 above:

(A) AMT BV is both the debtor and the creditor under the AMT BV Seller Loan; and

(B) AMT IP BV is both the debtor and the creditor under the AMT IP BV Seller Loan,

resulting in the cancellation of the AMT BV Seller Loan and the AMT IP BV Seller Loan.

3.2. VAT

The Transferor and the Transferees are included in a fiscal unity for Dutch VAT purposes within the meaning of article 7 paragraph 4 Dutch VAT Act 1968 (*Wet op de omzetbelasting 1968*) and the Transferor and the Transferees expressly agree that the transfer of the legal title and economic ownership of the Seller Loans occurs within the fiscal unity for Dutch VAT and that therefore no VAT should become due as a result of such transfer.

4. ECONOMIC OWNERSHIP TRANSFER AGREEMENT

The Economic Ownership Transfer Agreement constitutes an integral part of this Deed of Assignment and is hereby incorporated into this Deed of Assignment by this reference. This Deed of Assignment shall in no way impair or affect the Economic Ownership Transfer Agreement that shall remain in full force and effect despite Completion.

5. GOVERNING LAW AND JURISDICTION

5.1. Governing law

This Deed of Assignment is governed by the laws of the Netherlands, but excluding the Vienna Convention for the International Sale of Goods.

5.2. Jurisdiction

The competent court in Amsterdam, the Netherlands, shall have exclusive jurisdiction to settle any dispute in connection with this Deed of Assignment without prejudice to the right of appeal and that of appeal to the Supreme Court.

THUS AGREED AND SIGNED ON 5 APRIL 2012,

Amsterdam Molecular Therapeutics (AMT) B.V.

By: /s/Joern Aldag

Title: CEO

Amsterdam Molecular Therapeutics (AMT) IP B.V.

By: /s/Joern Aldag

Title: CEO

Amsterdam Molecular Therapeutics (AMT) Holding N.V.

By: /s/Joern Aldag

Title: CEO

EXHIBIT 10.31

DATED 16 February 2012

Amsterdam Molecular Therapeutics (AMT) B.V.

and

Amsterdam Molecular Therapeutics (AMT) IP B.V.

as the Purchasers

Amsterdam Molecular Therapeutics (AMT) Holding N.V.

as the Seller

AGREEMENT FOR TRANSFER OF CERTAIN ASSETS AND LIABILITIES OF AMSTERDAM MOLECULAR THERAPEUTICS (AMT) HOLDING N.V.

Stibbe

TABLE OF CONTENTS

THIS AGREEMENT is made on 16 February 2012

BETWEEN:

Amsterdam Molecular Therapeutics (AMT) B.V., a company incorporated under the laws of the Netherlands with its corporate seat in Amsterdam, the Netherlands, registered with the trade register of the Chamber of Commerce with number 34275365;

Amsterdam Molecular Therapeutics (AMT) IP B.V., a company incorporated under the laws of the Netherlands with its corporate seat in Amsterdam, the Netherlands, registered with the trade register of the Chamber of Commerce with number 34275369;

(**Amsterdam Molecular Therapeutics (AMT) B.V**. and **Amsterdam Molecular Therapeutics (AMT) B.V** IP B.V. collectively also the "**Purchasers**" and each individually a "**Purchaser**") and

Amsterdam Molecular Therapeutics (AMT) Holding N.V., a company incorporated under the laws of the Netherlands with its corporate seat in Amsterdam, the Netherlands, registered with the trade register of the Chamber of Commerce with number 3330132 (the "**Seller**")

The parties to this Agreement are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

RECITALS:

(1) The Seller is involved in the business of the development of human gene based therapies. In connection therewith, the Seller acts as the holding company for the Purchasers and is listed on NYSE Euronext in Amsterdam.

(2) The Seller and the Purchasers have reached an agreement with respect to the sale and acquisition, as a going concern, of the economic ownership (*economische eigendom*) of the Business (as defined herein), subject to and upon the terms and conditions of this Agreement.

(3) In connection with the transfer of the economic ownership of the Business, the Seller and the Purchasers have agreed to the transfer by the Seller to the Purchasers of the Seller Loans after signing of the BAA, but prior to the Completion Date unless such transfer has materially adverse consequences for the Seller or the Purchasers.

(4) The Seller has obtained all internal corporate approvals required for the execution and performance of this Agreement.

IT IS AGREED as follows:

1. INTERPRETATION

1.1. In this Agreement the definitions in Schedule 1 (Definitions) are used.

1.2. In this Agreement, unless otherwise specified:

1.2.1. the masculine gender shall include the feminine and the neuter and vice versa;

1.2.2. references to a person shall include a reference to any individual, company, association, partnership or joint venture;

1.2.3. references to "include" and "including" shall be treated as references to "include without limitation" or "including without limitation";

1.2.4. references to documents in "agreed form" shall be to documents agreed between the Parties, annexed to this Agreement and initialled for identification by the Parties;

1.2.5. unless the context requires otherwise, words in the singular shall include the plural and vice versa;

1.2.6. the headings are for identification only and shall not affect the interpretation of this Agreement.

2. TRANSFER

2.1. **Sale of the Business**

2.1.1. Subject to the terms and conditions of this Agreement the Seller hereby contributes to the Purchasers and the Purchasers hereby accept or assume (as the case may be), as a going concern, from the Seller, the economic ownership of the Business with the effect as of the signing date of this Agreement (the **Effective Date**), whereby:

(A) the economic ownership of the Business Intellectual Property Rights is hereby transferred to AMT IP BV; and

(B) the economic ownership of the other Business Assets and Business Liabilities are hereby transferred to AMT BV.

2.1.2. The Seller expressly confirms that the Purchasers shall not purchase or assume any other assets and liabilities than the Business Assets and Business Liabilities, and that all other assets and liabilities are excluded from the sale and purchase of the Business, including the Excluded Contracts.

2.1.3. The economic benefit and burden of the Business shall be for the risk and account of the Purchasers with effect as of the Effective Date, it being understood that the Business Assets and Business Liabilities, to the extent they relate to any period after the Effective Date, shall be for the risk and account of the Purchasers and that the Business Assets and Business Liabilities, to the extent they relate to any period before the Effective Date, shall be for the risk and account of the Seller.

2.1.4. The Seller covenants that it has the right to sell and transfer or assign (as the case may be) to the Purchasers the economic ownership of the Business on the terms and conditions set out in this Agreement.

2.1.5. In connection with the contribution set forth in Clause 2.1.1 above, the Seller hereby undertakes to transfer the legal title (*juridische eigendom*) to the Business to the Purchasers in accordance with Clause 3, whereby:

(A) the legal title to the Business Intellectual Property Rights will be transferred to AMT IP BV; and

(B) the legal title to the other Business Assets and Business Liabilities will be

transferred to AMT BV.

2.1.6. The respective parts of the Business shall be transferred to AMT IP BV and AMT BV by way of a contribution in kind (*inbreng in natura*) on the ordinary shares in the capital of the Purchasers held by the Seller, without the issuance of new shares. The value of the respective parts of the Business will be recorded as share premium (*agiostorting*) in the books of AMT IP BV and AMT BV.

2.2. **Sale of the Seller Loans**

The Seller and the Purchasers hereby agree to the transfer by the Seller to the Purchasers of the Seller Loans after signing of the BAA, but prior to the Completion Date unless such transfer has materially adverse consequences for the Seller or the Purchasers; such determination to be made by the Seller and the Purchasers jointly.

2.3. **VAT**

The Seller and the Purchasers are included in a fiscal unity for Dutch VAT purposes within the meaning of article 7 paragraph 4 Dutch VAT Act 1968 (*Wet op de omzetbelasting 1968*) and the Seller and the Purchasers expressly agree that the transfer of the economic ownership of the Business occurs within the fiscal unity for Dutch VAT and that therefore no VAT should become due as a result of such transfer.

3. TRANSFER OF LEGAL TITLE

The transfer of the legal title to the Business by the Seller to the Purchasers, as meant in Clause 2.1.5, shall be implemented by means of the execution of a deed of assignment (the "Deed of Assignment") and in connection therewith the Seller shall undertake all necessary actions, including but not limited to:

(A) informing the debtors of the Accounts Receivable in writing that the Accounts Receivable have been assigned to the Purchaser);

(B) requesting the counterparties to the Contracts in writing for their co-operation to the transfer of contract) to which the Seller is a party; and

(C) to the extent not already referred to in this Clause 3, the proper fulfilment of the applicable transfer requirements in respect of the Further Assets and Liabilities owned and/or held by the Seller.

The Parties shall take any and all further actions as needed to transfer the legal title to the Business from the Seller to the Purchasers.

4. CONFIDENTIALITY AND ANNOUNCEMENTS

4.1. **Confidentiality**

4.1.1. Subject to Clause 4.1.2 and Clause 4.2, each Party shall treat as strictly confidential and not disclose or use any information relating to this Agreement or any ancillary matter and the negotiations leading up to this Agreement. The Seller shall not disclose or use any information in its possession relating to the Business following Completion and any information relating to the Purchaser.

4.1.2. The restrictions contained in Clause 4.1.1 shall not apply if and to the extent:

(A) disclosure is required by any Law or by a court;

(B) disclosure is required by any securities exchange or regulatory or governmental body;

(C) disclosure is necessary to enforce this Agreement in court proceedings.

(D) the other Party has given its written consent to disclosure;

(E) the information has come into the public domain through no fault of the relevant Party's group;

(F) disclosure is necessary to obtain the advice of any professional adviser.

In the event of a disclosure of information pursuant to Clause 4.1.2 (A) or (B), the disclosing Party shall consult with the other Party as to the contents, form and timing of the disclosure to be made.

4.1.3. Each of the Parties shall ensure that each of its shareholder(s), subsidiaries, participations, managing directors or other employees are bound by and observe the restrictions in Clause 4.1.

4.2. **Announcements**

4.2.1. Subject to Clause 4.2.1, none of the Parties shall make any announcement before or after Completion with respect to this Agreement or any ancillary matter without the prior written consent of the other Party, that consent not to be unreasonably withheld or delayed.

4.2.2. Notwithstanding Clause 4.2.1, a Party may make an announcement with respect to this Agreement or any ancillary matter if required by any Law to which that Party is subject, provided that any such announcement shall be made by such Party only after consultation with the other

Party.

5. GENERAL PROVISIONS

5.1. **Notices**

All announcements or notices to the Parties will be done in writing and delivered to the relevant Party at its address specified in Schedule 8 of the BAA as long as a Party does not give notice to the other Parties of any other address.

5.2. **Entire agreement**

This Agreement constitutes the entire agreement between the Parties relating to the transfer of the economic ownership of the Business. This Agreement supersedes and terminates any preceding or concurrent oral or written agreements between the Parties and no Party shall have any right or remedy against any other Party arising out of or in connection with any such preceding or concurrent agreements unless stated otherwise in this Agreement.

5.3. **Amendment**

This Agreement may only be amended by mutual agreement in writing.

5.4. **Assignment**

None of the Parties may assign or procure the assumption of its rights and obligations under this Agreement, either in whole or in part, to any other person without the prior written consent of the other Party.

5.5. **Partial invalidity**

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any such invalid or unenforceable provision shall be replaced or be deemed to be replaced by a provision that is considered to be valid and enforceable. The interpretation of the replacing provisions shall be as close as possible to the intent of the invalid or unenforceable provision.

5.6. **Rescission after Completion**

The Parties waive their right to rescind *(ontbinden)* this Agreement pursuant to Article 6:265 of the Dutch Civil Code after Completion.

5.7. **Governing law**

This Agreement is governed by the laws of the Netherlands, but excluding the Vienna Convention for the International Sale of Goods.

5.8. **Jurisdiction**

The competent court in Amsterdam, the Netherlands shall have exclusive jurisdiction to settle any dispute in connection with this Agreement without prejudice to the right of appeal and that of appeal to the Supreme Court.

THUS AGREED AND SIGNED IN AMSTERDAM ON 16 FEBRUARY 2012,

Amsterdam Molecular Therapeutics (AMT) B.V.

By: /s/Joern Aldag, CEO

By: /s/Piers Morgan, CFO

Amsterdam Molecular Therapeutics (AMT) IP B.V.

By: /s/Joern Aldag, CEO

By: /s/Piers Morgan, CFO

Amsterdam Molecular Therapeutics (AMT) Holding N.V.

By: /s/Joern Aldag, CEO

/s/Piers Morgan, CFO

SCHEDULE 1 (DEFINITIONS)

"**Accounts Receivable**" means all the accounts receivable of the Seller relating to the Business;

"**Administration**" means all the administration of the Group relating to the Business, whether in electronic or physical form, including but not limited to ownership titles of assets, bought and sold ledgers, purchase and sales day books and purchase and sales invoices, management information records and other accounting books and records of the Group including tax records relating to the Business;

"**Agreement**" means this Agreement for the sale and purchase of the economic ownership of certain assets and liabilities of the Seller to the Purchasers including the recitals and all Schedules, as amended in accordance with its terms;

"**AMT BV**" means Amsterdam Molecular Therapeutics (AMT) B.V.;

"**AMT BV Seller Loan**" means the intra Group loan agreement between the Seller (as lender) and AMT BV (as borrower) and all (existing and future) rights and obligations there under;

"**AMT BV Shares**" means all of the issued and outstanding shares in the share capital of AMT BV;

"**AMT IP BV**" means Amsterdam Molecular Therapeutics (AMT) IP B.V.;

"**AMT IP BV Seller Loan**" means the intra Group loan agreement between the Seller (as lender) and AMT IP BV (as borrower) and all (existing and future) rights and obligations thereunder;

"**AMT IP BV Shares**" means all of the issued and outstanding shares in the share capital of AMT IP BV;

"**BAA**" means the Business Acquisition Agreement entered on 16 February 2012 between the Seller, Kairos Therapeutics B.V. as the purchaser, Forbion Co-Investment II Coöperatief U.A., Coöperatieve AAC LS U.A. and FORBION Co-Investment COÖPERATIEF U.A. as the Investor, AMT BV and AMT IP BV as the Subsidiaries.

"**Business"** means all activities of the Seller, its operations and the Business Assets and the Business Liabilities;

"**Business Assets**" means all assets of the Sellers, including but not limited to its rights in respect of the Contracts, the Business Intellectual Property Rights, the Further Assets and Liabilities, the Business Goodwill and Know How, and any other asset related to the Business, and that have not expressly been excluded and excluding the Sale Shares and the Seller Loans;

"**Business Goodwill and Know How**" means any and all goodwill with respect to the Business, irrespective of whether such goodwill has been capitalised (*geactiveerd*), and all technical and other information in any form which is not in the public domain in respect of the Business (other than Business Intellectual Property Rights);

"**Business Intellectual Property Rights**" means the intellectual property rights of the Seller in relation to the Business, such as but not limited to (a) patents, trade marks, service marks, registered designs, trade, business and company names, internet domain names and e-mail addresses, unregistered trade marks and service marks, copyrights, database rights, know how,

rights in designs and inventions and applications and rights to apply for any of those rights; (b) the rights to sue for past infringements of any of the foregoing rights, including the intellectual property rights listed in Schedule 2;

"**Business Liabilities**" means all bona fide liabilities of the Seller in respect of the Business that have not expressly been excluded, and all other liabilities expressly assumed by the Purchasers under this Agreement, excluding the Loan Notes and the Convertible Loan Note Agreement;

"**Business Day**" means a day, other than a Saturday or a Sunday, on which the banks in Amsterdam are open for normal business;

"**Completion Date**" means the date on which the completion of the BAA shall occur;

"**Contracts**" means all contracts entered into by the Seller relating to the Business and all (existing and future) rights and obligations thereunder, including those specified in Schedule 2, but excluding the Excluded Contracts;

"**Convertible Loan Note Agreement**" means the agreement constituting the issuance of loan notes dated 22 December 2009 and made by the Seller and Coöperatieve AAC LS U.A. and Forbion Co-Investment Coöperatief U.A. and all existing and future rights and obligations of the Seller there under;

"Excluded Contracts" means this Agreement, the BAA, the listing agreement between the Seller and Euronext Amsterdam, the contract with the ENL agent and the payment agent, the liquidity provider agreement between the Seller and Kempen & Co N.V., the D&O Insurance policy of the Seller and any outstanding obligations under any stock option plan or other employee benefit plan of the Seller;

"Further Assets and Liabilities" means the Accounts Receivable, Intra-Group Trading Items and Contracts and any further assets and liabilities of the Group as further specified in Schedule 2;

"**Group**" means the Seller and the Purchasers collectively;

"**Intra-Group Trading Items**" means at any time, and from time to time, all amounts owed, outstanding or accrued in the ordinary course of trading as between the Seller and the Purchasers in respect of intra group trading activity between them;

"**Law**" means any law, regulation, directive, covenant, guideline, standard, circular or general policy rule of any governmental or regulatory body in any jurisdiction;

"**Loan Note 1**" means the €700,000 5% convertible loan note due 2014 of the Seller dated 23 December 2009 and issued to and held by Coöperatieve AAC LS U.A. which is constituted by the Convertible Loan Note Agreement, and all the existing and future rights and obligations of the Seller there under;

"**Loan Note 2**" means the €4,300,000 5% convertible loan note due 2014 of the Seller dated 23 December 2009 and issued to and held by Forbion Co-Investment Coöperatief U.A. which is constituted by the Convertible Loan Note Agreement, and all the existing and future rights and obligations of the Seller there under;

"**Loan Notes**" means the Loan Note 1 and the Loan Note 2 collectively;

"**Purchaser**" has the meaning given in the opening of this Agreement;

"**Reorganisation**" has the meaning given in recital (E) of the BAA;

"**Sale Shares**" means the AMT IP BV Shares and the AMT BV Shares;

"**Seller**" has the meaning given in the opening of this Agreement;

"**Seller Loans**" means the AMT BV Seller Loan and the AMT IP BV Seller Loan collectively;

"**Signing Date**" means 16 February 2012, being the date on which the BAA is signed and dated;

"VAT" means value added taxation within the meaning of the VAT Act 1968 (*Wet op de omzetbelasting 1968*).

SCHEDULE 2

(BUSINESS INTELLECTUAL PROPERTY RIGHTS &

FURTHER ASSETS AND LIABILITIES)

LIST OF TRADEMARKS

	Catchword	Type	Country	Classes	Appl.No.	Appl.date	Reg.No.	Reg.date	Ren.date	Applicant	Status	Case No.	Watch
1.		Logotype	IL	05	209906	24-03-08.	209906	07-02-10.	24-03-18.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56005IL00	No
2.		Logotype	IS	05	10692009	22-04-09.	3772009	02-06-09.	02-06-19.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56005IS00	No
3.		Logotype	JO	05	100494	23-04-08.	100494	23-04-08.	23-04-18.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56005JO00	No
4.		Logotype	NO	05	200905089	21-04-09.	251774	14-07-09.	14-07-19.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56005NO00	No
5.		Logotype	TR	05	200925333	18-05-09.	200925333	04-05-10.	18-05-19.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56005TR00	No
6.	DELIVERING CURE	Wordmark	AE	05	113972	03-06-08.	150481	09-12-11.	03-06-18.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56004AE00	No
7.	DELIVERING CURE	Wordmark	BH	05	64727	18-03-08.				Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Pending	T56004BH00	No
8.	DELIVERING CURE	Wordmark	IR	05	86122678	18-03-08.	157479	14-09-08.	18-03-18.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56004IR00	No
9.	DELIVERING CURE	Wordmark	LB	05	2449	08-04-08.	116062	24-04-08.	24-04-23.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56004LB00	No
10.	DELIVERING CURE	Wordmark	LY	05	17093	05-02-09.				Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Pending	T56004LY00	No
11.	DELIVERING CURE	Wordmark	MA	05	118083	19-06-08.	118083	17-11-08.	19-06-18.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56004MA00	No

12.	DELIVERING CURE	Wordmark	OM	05	49398	19-03-08.	49398	11-08-09.	19-03-18.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56004OM00	No
13.	DELIVERING CURE	Wordmark	QA	05	50165	03-04-08.	50165	20-03-11.	03-04-18.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56004QA00	No
14.	DELIVERING CURE	Wordmark	RU	05	2008707490	14-03-08.	381651	16-06-09.	14-03-18.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56004RU00	No
15.	DELIVERING CURE	Wordmark	SY	05	3814	22-04-08.				Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Pending	T56004SY00	No
16.	DELIVERING CURE	Wordmark	TN	05	EE080755	19-03-08.	EE080755	26-01-10.	19-03-18.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56004TN00	No
17.	DELIVERING CURE	Wordmark	US	05	77/421590	13-03-08.				Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Pending	T56004US00	No
18.	DELIVERING CURE	Wordmark	ZA	05	200805836	14-03-08.	200805836	14-03-08.	14-03-18.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56004ZA00	No
19.	GLYBERA	Wordmark	AE	05	101941	31-10-07.				Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Pending	T56001AE00	Yes

20.	GLYBERA	Wordmark	AU	05	1176048	14-05-07.	1176048	12-12-07.	14-05-17.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56001AU00	Yes
21.	GLYBERA	Wordmark	BH	05	62689	07-01-08.	62689	07-01-08.	07-01-18.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56001BH00	Yes
22.	GLYBERA	Wordmark	DZ	05	72791	24-10-07.				Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Pending	T56001DZ00	Yes
23.	GLYBERA	Wordmark	EG	05	208229	22-10-07.				Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Pending	T56001EG00	Yes
24.	GLYBERA	Wordmark	IL	05	204800	21-10-07.	204800	11-08-09.	21-10-17.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56001IL00	Yes
25.	GLYBERA	Wordmark	IS	05	14642007	14-05-07.	8122007	04-07-07.	04-07-17.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56001IS00	Yes
26.	GLYBERA	Wordmark	JO	05	99133	24-10-07.	99133	01-05-07.	01-05-17.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56001JO00	Yes
27.	GLYBERA	Wordmark	LB	05	6612	23-10-07.	113370	25-10-07.	25-10-22.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56001LB00	Yes
28.	GLYBERA	Wordmark	LY	05	16593	22-12-08.				Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Pending	T56001LY00	Yes

29.	GLYBERA	Wordmark	MA	05	113550	23-10-07.	113550	23-10-07.	23-10-17.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56001MA00	Yes
30.	GLYBERA	Wordmark	NO	05	200705606	15-05-07.	241553	19-10-07.	19-10-17.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56001NO00	Yes
31.	GLYBERA	Wordmark	NZ	05	768310	14-05-07.	768310	15-11-07.	14-05-17.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56001NZ00	Yes
32.	GLYBERA	Wordmark	OM	05	47462	22-10-07.	47462	24-08-08.	22-10-17.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56001OM00	Yes
33.	GLYBERA	Wordmark	QA	05	47253	31-10-07.	47253	31-12-09.	31-10-17.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56001QA00	Yes
34.	GLYBERA	Wordmark	RU	05	2008707340	13-03-08.	377215	20-04-09.	13-03-18.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56001RU00	Yes
35.	GLYBERA	Wordmark	SA	05	125692	12-01-	1156/45	25-04-	12-09-	Amsterdam Molecular	Registered	T56001SA00	Yes

						08.			10.	17.	Therapeutics (AMT) Holding N.V.				
36.	GLYBERA	Wordmark	SY	05	4268	28-10-07.					Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Pending	T56001SY00	Yes	
37.	GLYBERA	Wordmark	TN	05	EE072667	24-10-07.	EE072667	19-05-09.	24-10-17.		Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56001TN00	Yes	

38.	GLYBERA	Wordmark	TR	05	2007026778	17-05-07.	200726778	17-05-07.	17-05-17.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.		Registered	T56001TR00	Yes	
39.	GLYBERA	Wordmark	ZA	05	200723919	19-10-07.	2007/23919	19-10-07.	19-10-17.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.		Registered	T56001ZA00	Yes	
40.	VECTIPRO	Wordmark	AE	05	101942	31-10-07.	100927	24-03-10.	31-10-17.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.		Registered	T56002AE00	Yes	
41.	VECTIPRO	Wordmark	AU	05	1176051	14-05-07.	1176051	12-12-07.	14-05-17.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.		Registered	T56002AU00	Yes	
42.	VECTIPRO	Wordmark	BH	05	62690	07-01-08.	62690	07-01-08.	07-01-18.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.		Registered	T56002BH00	Yes	
43.	VECTIPRO	Wordmark	DZ	05	72793	24-10-07.				Amsterdam Molecular Therapeutics (AMT) Holding N.V.		Pending	T56002DZ00	Yes	
44.	VECTIPRO	Wordmark	EG	05	208203	22-10-07.				Amsterdam Molecular Therapeutics (AMT) Holding N.V.		Pending	T56002EG00	Yes	
45.	VECTIPRO	Wordmark	IL	05	204915	23-10-07.	204915	11-08-09.	23-10-17.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.		Registered	T56002IL00	Yes	
46.	VECTIPRO	Wordmark	IR	05	86091403	08-12-07.	157475	14-09-08.	08-12-17.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.		Registered	T56002IR00	Yes	

47.	VECTIPRO	Wordmark	IS	05	14632007	14-05-07.	8112007	04-07-07.	04-07-17.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.		Registered	T56002IS00	Yes	
48.	VECTIPRO	Wordmark	JO	05	99366	24-10-07.	99366	14-01-09.	01-05-17.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.		Registered	T56002JO00	Yes	
49.	VECTIPRO	Wordmark	LB	05	6622	23-10-07.	113434	30-10-07.	30-10-22.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.		Registered	T56002LB00	Yes	
50.	VECTIPRO	Wordmark	LY	05	16595	22-12-08.				Amsterdam Molecular Therapeutics (AMT) Holding N.V.		Pending	T56002LY00	Yes	
51.	VECTIPRO	Wordmark	MA	05	113551	23-10-07.	113551	23-10-07.	23-10-17.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.		Registered	T56002MA00	Yes	
52.	VECTIPRO	Wordmark	NO	05	200705604	15-05-07.	241558	22-10-07.	22-10-17.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.		Registered	T56002NO00	Yes	
53.	VECTIPRO	Wordmark	NZ	05	768309	14-05-07.	768309	12-02-09.	01-05-17.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.		Registered	T56002NZ00	Yes	
54.	VECTIPRO	Wordmark	OM	05	47461	22-10-07.	47461	30-05-09.	22-10-17.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.		Registered	T56002OM00	Yes	
55.	VECTIPRO	Wordmark	QA	05	47255	31-10-07.	47255	31-12-09.	31-10-17.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.		Pending	T56002QA00	Yes	

56.	VECTIPRO	Wordmark	RU	05	2008707342	13-03-08.	381400	10-06-09.	13-03-18.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.		Registered	T56002RU00	Yes	
57.	VECTIPRO	Wordmark	SA	05	125693	12-01-	1171/48	19-06-	12-09-	Amsterdam Molecular		Registered	T56002SA00	Yes	

						08.			10.	17.	Therapeutics (AMT) Holding N.V.			
58.	VECTIPRO	Wordmark	SY	05	4269	28-10-07.					Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Pending	T56002SY00	Yes
59.	VECTIPRO	Wordmark	TN	05	EE072666	24-10-07.	EE072666	19-05-09.	24-10-17.		Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56002TN00	Yes
60.	VECTIPRO	Wordmark	TR	05	2007026779	17-05-07.	200726779	17-05-07.	17-05-17.		Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56002TR00	Yes
61.	VECTIPRO	Wordmark	ZA	05	200723918	19-10-07.	2007/23918	19-10-07.	19-10-17.		Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56002ZA00	Yes
62.	ZYAMTIN	Wordmark	AE	05	101943	31-10-07.	100909	24-03-10.	31-10-17.		Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56003AE00	Yes
63.	ZYAMTIN	Wordmark	AU	05	1176049	14-05-07.	1176049	12-12-07.	14-05-17.		Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56003AU00	Yes
64.	ZYAMTIN	Wordmark	BH	05	62691	07-01-08.	62691	07-01-08.	07-01-18.		Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56003BH00	Yes

65.	ZYAMTIN	Wordmark	DZ	05	72792	24-10-07.					Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Pending	T56003DZ00	Yes
66.	ZYAMTIN	Wordmark	EG	05	208231	22-10-07.					Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Pending	T56003EG00	Yes
67.	ZYAMTIN	Wordmark	IL	05	204799	21-10-07.	204799	11-04-09.	21-10-17.		Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56003IL00	Yes
68.	ZYAMTIN	Wordmark	IR	05	86091401	08-12-07.	158201	14-09-08.	08-12-17.		Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56003IR00	Yes
69.	ZYAMTIN	Wordmark	IS	05	14652007	14-05-07.	8132007	04-07-07.	04-07-17.		Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56003IS00	Yes
70.	ZYAMTIN	Wordmark	JO	05	99208	24-10-07.	99208	03-03-09.	01-05-17.		Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56003JO00	Yes
71.	ZYAMTIN	Wordmark	LB	05	6623	23-10-07.	113437	30-10-07.	30-10-22.		Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56003LB00	Yes
72.	ZYAMTIN	Wordmark	LY	05	16594	22-12-08.					Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Pending	T56003LY00	Yes
73.	ZYAMTIN	Wordmark	MA	05	113552	23-10-07.	113552	23-10-07.	23-10-17.		Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56003MA00	Yes

74.	ZYAMTIN	Wordmark	NO	05	200705605	15-05-07.	241517	18-10-07.	18-10-17.		Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56003NO00	Yes
75.	ZYAMTIN	Wordmark	NZ	05	768311	14-05-07.	768311	15-11-07.	14-05-17.		Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56003NZ00	Yes
76.	ZYAMTIN	Wordmark	OM	05	47463	22-10-07.	47463	30-05-09.	22-10-17.		Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56003OM00	Yes
77.	ZYAMTIN	Wordmark	QA	05	47254	31-10-07.	47254	31-12-09.	31-10-17.		Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56003QA00	Yes
78.	ZYAMTIN	Wordmark	RU	05	2008707341	13-03-08.	394999	01-12-09.	13-03-18.		Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56003RU00	Yes
79.	ZYAMTIN	Wordmark	SA	05	125694	12-01-08.	1171/49	19-06-10.	12-09-17.		Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56003SA00	Yes
80.	ZYAMTIN	Wordmark	SY	05	4267	28-10-07.					Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Pending	T56003SY00	Yes
81.	ZYAMTIN	Wordmark	TN	05	EE072668	24-10-07.	EE072668	19-05-09.	24-10-17.		Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56003TN00	Yes
82.	ZYAMTIN	Wordmark	TR	05	2007026780	17-05-07.	200726780	07-04-08.	17-05-17.		Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56003TR00	Yes

83.	ZYAMTIN	Wordmark	US	05	77/179359	11-05-07.	3855311	05-10-10.	05-10-20.		Registered	T56003US00	Yes
84.	ZYAMTIN	Wordmark	ZA	05	200723917	19-10-07.	200723917	14-07-10.	19-10-17.	Amsterdam Molecular Therapeutics (AMT) Holding N.V.	Registered	T56003ZA00	Yes

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the use in this Registration Statement on Form F-1 of uniQure B.V. of our report dated October 25, 2013 relating to the financial statements of uniQure B.V., which appears in such registration statement. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

PricewaterhouseCoopers Accountants N.V.
Utrecht, The Netherlands
December 19, 2013

/s/ drs. A.C.M. van der Linden RA

Exhibit 99.1

WILMERHALE

+44 (0)20 7645 2400 (t)
+44 (0)20 7645 2424 (f)
wilmerhale.com

December 19, 2013

Securities and Exchange Commission
Division of Corporation Finance
Office of the Chief Accountant
100F Street NE
Washington, DC 20549

Re: uniQure B.V. Registration Statement on Form F-1 Confidentially Submitted November 8, 2013 and December 19, 2013 - Application for Waiver of Requirements of Form 20-F, Item 8.A.4

Ladies and Gentlemen:

On behalf of our client, uniQure B.V. a Dutch private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) (the "Company"), and in connection with a proposed initial public offering of the Company's ordinary shares, we hereby respectfully request that the Securities and Exchange Commission (the "Commission") waive the requirement of Item 8.A.4 of Form 20-F, which states that in the case of a company's initial public offering ("IPO") the Registration Statement on Form F-1 (the "Registration Statement") must contain audited financial statements of a date not older than 12 months from the date of the offering unless a waiver is obtained. *See also* Division of Corporation Finance, *Financial Reporting Manual*, Section 6220.3.

At the time of initial submission on November 8, 2013, the Company's Registration Statement satisfied Item 8.A.4 of Form 20-F, which is applicable to the Registration Statement pursuant to Item 4(a) of Form F-1, because it contains audited financial statements for the two years ended December 31, 2011 and 2012 and unaudited financial statements for the six months ended June 30, 2012 and 2013, and at the time of our second confidential submission on December 19, 2013, the Company's Registration Statement satisfied Item 8.A.4 of Form 20-F, because it contains audited financial statements for the two years ended December 31, 2011 and 2012 and unaudited financial statements for the nine months ended September 30, 2012 and 2013, in each case prepared in accordance with International Financial Reporting Standards. However, the Company anticipates filing at least one amendment after December 31, 2013 containing the same financial statements as those that are contained in its second confidential filing because its audited financial statements will not be available until March 2014.

The Company is submitting this waiver request pursuant to Instruction 2 to Item 8.A.4 of Form 20-F, which provides that the Commission will waive the 12-month age of financial statements requirement "in cases where the company is able to represent adequately to us that it is not required to comply with this requirement in any other jurisdiction outside the United States and that complying with this requirement is impracticable or involves undue hardship."

See also the Staff's 2004 release entitled *International Reporting and Disclosure Issues in the Division of Corporation Finance* (available on the Commission's website at http://www.sec.gov/divisions/corpfin/internatl/cfirdissues1104.htm) at Section III.B.c, in which the Staff notes:

> "the instruction indicates that the staff will waive the 12-month requirement where it is not applicable in the registrant's other filing jurisdictions and is impracticable or involves undue hardship. As a result, we expect that the vast majority of IPOs will be subject only to the 15-month rule. The only times that we anticipate audited financial statements will be filed under the 12-month rule are when the registrants must comply with the rule in another jurisdiction, or when those audited financial statements are otherwise readily available."

In connection with this request, we as counsel to the Company, represent to the Commission that:

1. The Company is not currently a public reporting company in any other jurisdiction.

2. The Company is not required by any jurisdiction outside the United States to prepare, and has not prepared, financial statements audited under any generally accepted auditing standards for any interim period.

3. Compliance with Item 8.A.4 is impracticable and involves undue hardship for the Company.

4. The Company does not anticipate that its audited financial statements for the year ended December 31, 2013 will be available until March 2014.

5. In no event will the Company seek effectiveness of the Registration Statement if its audited financial statements are older than 15 months at the time of the offering.

We will file this letter as an exhibit to the Registration Statement pursuant to Instruction 2 to Item 8.A.4 of Form 20-F.

Please do not hesitate to contact David Redlick at (617) 526-6434 or Timothy Corbett at +44 20 7645 2509, both of WilmerHale LLP, if you have any questions regarding the foregoing or if we can provide any additional information.

Very truly yours,

/s/ WilmerHale LLP
WilmerHale LLP

cc: Piers Morgan, Chief Financial Officer, uniQure B.V.