

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

Amendment No. 1

to

Form F-1

REGISTRATION STATEMENT

UNDER

THE SECURITIES ACT OF 1933

LAVA Therapeutics B.V.*

(Exact Name of Registrant as Specified in its Charter)

Not Applicable

(Translation of Registrant's Name into English)

The Netherlands
(State or other Jurisdiction of
Incorporation or Organization)

2834
(Primary Standard Industrial Classification
Code Number)

Not Applicable
(I.R.S. Employer Identification
Number)

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3584 CM Utrecht, the Netherlands
+31 6 3000 3035
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Lava Therapeutics, Inc.
2929 Arch Street, Suite 1700
Philadelphia, PA 19104
(Name, address, including zip code, and telephone number, including area code, of agent for service)

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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.

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.

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.

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.

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act.

Emerging growth company

If an emerging growth company that prepares its financial statements in accordance with U.S. GAAP, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards† provided pursuant to Section 7(a)(2)(B) of the Securities Act.

CALCULATION OF REGISTRATION FEE

Title of each class of securities to be registered	Amount of securities to be registered(1)	Proposed maximum offering price per share	Proposed maximum aggregate offering price(2)	Amount of registration fee(3)
Common shares, nominal value €0.12 per share	7,705,000	\$16.00	\$123,280,000	\$13,450

(1) Includes 1,005,000 additional common shares that may be sold upon exercise of an option to purchase additional common shares to be granted to the underwriters.

(2) Estimated solely for the purpose of computing the amount of the registration fee pursuant to Rule 457(a) under the Securities Act of 1933, as amended. Includes the offering price of additional shares that the underwriters have the option to purchase.

(3) Calculated pursuant to Rule 457(a) based on an estimate of the proposed maximum aggregate offering price. A registration fee of \$10,910 was previously paid in connection with the registration statement.

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 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 LAVA Therapeutics B.V. to LAVA Therapeutics N.V. prior to the consummation of this offering.

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The information in this preliminary prospectus is not complete and may be changed. These securities may not be sold 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 offers to buy these securities in any jurisdiction where the offer or sale is not permitted.

Subject to completion, dated March 18, 2021

Preliminary prospectus

6,700,000 shares



LAVA Therapeutics B.V.

to be converted and renamed

LAVA Therapeutics N.V.

(incorporated in the Netherlands)

Common shares

We are offering our common shares. This is our initial public offering and no public market currently exists for our common shares. We expect the initial public offering price to be between \$14.00 and \$16.00 per share. We have applied to list our common shares on The Nasdaq Global Market, or Nasdaq, under the symbol "LVTX."

Investing in our common shares involves a high degree of risk. Please read "[Risk Factors](#)" beginning on page 14 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.

We are an "emerging growth company" under the federal securities laws and will be subject to reduced public company reporting requirements for this prospectus and future filings.

	Per share	Total
Public Offering Price	\$	\$
Underwriting Discount(1)	\$	\$
Proceeds to us (Before Expenses)	\$	\$

(1) We refer you to "Underwriting" beginning on page [redacted] for additional information regarding underwriting compensation.

Delivery of the common shares is expected to be made on or about [redacted], 2021. We have granted the underwriters an option for a period of 30 days to purchase up to 1,005,000 additional common shares. If the underwriters exercise the option in full, the total underwriting discounts and commissions payable by us will be \$ [redacted], and the total proceeds to us, before expenses, will be \$ [redacted].

Joint book-running managers

J.P. Morgan

Jefferies

SVB Leerink

Lead manager

Kempen & Co

Prospectus dated [redacted], 2021

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We are responsible for the information contained in this prospectus. We have not authorized anyone to provide you with different information, and we take no responsibility for any other information others may give you. We are not, and the underwriters are not, making an offer to sell these securities in any jurisdiction where the offer or sale is not permitted. You should not assume that the information contained in this prospectus is accurate as of any date other than the date on the front cover of this prospectus.

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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 common shares and the distribution of this prospectus outside the United States.

We are incorporated in the Netherlands and a majority of our outstanding securities are owned by non-U.S. residents. Under the rules of the United States Securities and Exchange Commission, or SEC, we are currently eligible for treatment as a “foreign private issuer.” As a foreign private issuer, we will not be required to file periodic reports and financial statements with the SEC as frequently or as promptly as domestic registrants whose securities are registered under the Securities Exchange Act of 1934, as amended, or the Exchange Act.

About this prospectus

Prior to the closing of this offering, we will complete a corporate reorganization described in more detail under “Corporate Reorganization”, in the course of which we will be converted into a public company under Dutch law (*naamloze vennootschap*) and our legal name will change to LAVA Therapeutics N.V. Unless otherwise indicated or the context otherwise requires, all references in this prospectus to “LAVA Therapeutics,” the “Company,” “we,” “our,” “ours,” “ourselves,” “us,” or similar terms refer to (i) LAVA Therapeutics B.V. prior to the completion of the corporate reorganization and (ii) LAVA Therapeutics N.V. after the completion of the corporate reorganization. See “Corporate Reorganization.”

Presentation of financial and other information

This prospectus includes our audited consolidated financial statements as of and for the years ended December 31, 2019 and December 31, 2020 prepared in accordance with the International Financial Reporting Standards, or IFRS, as adopted by the International Accounting Standards Board, or IASB.

Our business is primarily conducted in the European Union, and we maintain our books and records in euros, and our financial statements are presented in euros. All references in this prospectus to “\$,” “US\$,” “U.S.,” “U.S. dollars,” “dollars” and “USD” mean U.S. dollars and all references to “€,” “EUR” and “euros,” mean euros, unless otherwise noted.

In March 2021, our management board and supervisory board approved and the general meeting of shareholders of the Company resolved to effect a share split. The effect of the share split was a 221:1 share split of the outstanding common and preferred shares held by the Company’s shareholders. This share split became effective on March 17, 2021. All share, per-share and related information presented in this prospectus have been retroactively adjusted, where applicable, to reflect the impact of the share split.

Prior to the consummation of this offering, we intend to convert from a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), LAVA Therapeutics B.V., to a public company with limited liability (*naamloze vennootschap*), LAVA Therapeutics N.V. The audited financial statements for the years ended and as of December 31, 2019 and December 31, 2020 are the financial statements for LAVA Therapeutics B.V.

Cautionary statement regarding forward-looking statements

This prospectus contains statements that constitute forward-looking statements. Many of the forward-looking statements contained in this prospectus can be identified by the use of forward-looking words such as “anticipate,” “believe,” “could,” “expect,” “should,” “plan,” “intend,” “estimate” and “potential,” among others.

Forward-looking statements appear in a number of places in this prospectus and include, but are not limited to, statements regarding our intent, belief or current expectations. Forward-looking statements are based on our management’s beliefs and assumptions and on information currently available to our management. Such statements are subject to risks and uncertainties, and actual results may differ materially from those expressed or implied in the forward-looking statements due to various important factors, including, but not limited to, those identified under the section titled “Risk Factors” in this prospectus. Forward-looking statements include, but are not limited to, statements about:

- our operations as a biotechnology company with limited operating history and a history of operating losses;
- our plans to develop and commercialize our product candidates;
- the initiation, timing, progress and results of our current and future preclinical studies and clinical trials and our research and development programs;
- our ability to take advantage of abbreviated regulatory pathways for any of our product candidates;
- our expectations regarding the impact of the COVID-19 pandemic on our business, our industry and the economy;
- our ability to successfully acquire or in-license additional product candidates on reasonable terms;
- our ability to maintain and establish collaborations or obtain additional funding;
- our ability to obtain regulatory approval of our current and future product candidates;
- our expectations regarding the potential market size and the rate and degree of market acceptance of such product candidates;
- our continued reliance on third parties to conduct clinical trials of our product candidates, and for the manufacture of our product candidates for preclinical studies and clinical trials;
- our ability to fund our working capital requirements and expectations regarding the sufficiency of our capital resources;
- the implementation of our business model and strategic plans for our business and product candidates;
- our ability to establish sales, marketing and distribution capabilities;
- our intellectual property position and the duration of our patent rights;
- our ability to defend against any claims by third parties that we are infringing, misappropriating or otherwise violating their intellectual property rights;
- our expectations regarding the use of proceeds from this offering;
- our estimates regarding expenses, future revenues, capital requirements and our needs for additional financing;
- the impact of government laws and regulations on our business;

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- our need to hire additional personnel and our ability to attract and retain such personnel;
- our ability to compete in the markets we serve;
- developments relating to our competitors and our industry; and
- other risk factors discussed under “Risk Factors.”

Forward-looking statements speak only as of the date they are made, and we do not undertake any obligation to update them in light of new information or future developments or to release publicly any revisions to these statements in order to reflect later events or circumstances or to reflect the occurrence of unanticipated events, except to the extent required by applicable law.

Summary

This summary highlights information contained elsewhere in this prospectus. This summary may not contain all the information that may be important to you, and we urge you to read this entire prospectus carefully, including the “Risk Factors,” “Business” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” sections and our audited and condensed unaudited financial statements, including the notes thereto, included in this prospectus, before deciding to invest in our common shares.

Overview

We are a biotechnology company focused on transforming cancer treatment by developing a platform of novel bispecific antibodies engineered to selectively induce gamma-delta T cell-mediated immunity against tumor cells. Our approach activates Vg9Vd2 T cells, a specific and relatively abundant gamma-delta effector T cell subset, upon cross-linking to a selected tumor target by our bispecific gamma-delta T cell engagers, or gamma-delta bsTCEs. These cells have the natural ability to distinguish tumor cells from healthy cells by sensing certain intracellular metabolites that are enriched in cancer cells. Activated Vg9Vd2 T cells are engaged for direct tumor cell killing and, in addition, orchestrate an immunological cascade response that includes activation of innate and adaptive immune cells in the tumor microenvironment. Our preclinical data demonstrate that Vg9Vd2 T cell activation and killing of patient-derived tumor cells by our gamma-delta bsTCEs is potent and specific thereby providing a significant opportunity to address unmet medical needs, if approved. We expect that activation of adaptive immunity by our approach has the potential to provide durable immune responses with the potential of enhancing patient survival. We believe we are the only company developing bispecific gamma-delta T cell engaging antibodies for the treatment of cancer.

Based on the established correlation of Vg9Vd2 T cell prevalence with favorable outcomes and survival in hematologic malignancies and solid tumors, we believe our gamma-delta bsTCEs have the potential to treat patients with a wide variety of cancers, both as monotherapy and as part of combination regimens. Our lead product candidate, LAVA-051, is advancing toward a Phase 1/2a clinical trial for the treatment of CD1d-expressing hematologic cancers including chronic lymphocytic leukemia, or CLL, multiple myeloma, or MM, and acute myeloid leukemia, or AML. We are also developing our gamma-delta bsTCEs in solid tumors, led by LAVA-206x207, which targets prostate-specific membrane antigen, or PSMA, for the treatment of prostate cancer. We plan for LAVA-051 to enter the clinic in the first half of 2021, followed by LAVA-206x207 in the second half of 2021.

The anti-tumor potential of Vg9Vd2 T cells has previously been studied in multiple clinical trials, which were conducted through adoptive transfer or by *in vivo* activation of this cell type. These trials demonstrated that systemic activation of Vg9Vd2 T cells was generally well-tolerated by patients and resulted in objective clinical responses, but the overall results were not consistent or robust enough to support further development. Based on our preclinical data, we believe that an important root cause for underwhelming efficacy of these approaches was the systemic, non-tumor specific activation of Vg9Vd2 T cells and exhaustion of gamma-delta T cells. We believe a targeted approach utilizing a gamma-delta bsTCE could materially improve clinical responses with the bispecific antibody directing the Vg9Vd2 T cells to the tumor cells and specifically activating them *in situ* while avoiding cytokine release syndrome.

Classical TCE approaches, including bispecific antibodies that activate T cells through binding of CD3, which is present on all T cells, and adoptive transfer of T cells expressing an engineered chimeric antigen receptor, or CAR-T cells, have provided convincing clinical activity against selected cancers. Nonetheless, the promise of

TCEs for broader use as cancer therapy has not yet been fully realized. Stark drawbacks of these classical TCEs include significant dose limiting toxicities resulting from the excessive release of cytokines, referred to as cytokine release syndrome, or CRS. CD3-based TCEs have additional limitations because of their broad activation of T cells, including both effector T cells and regulatory cells, or Tregs. Activation of Tregs dampens anti-cancer immunity, potentially resulting in decreased or no therapeutic efficacy, particularly in patients with high local amounts of Tregs in the tumor microenvironment. The therapeutic active dose and the toxic dose of CD3-based TCEs are often in close proximity, resulting in a very narrow therapeutic window, which may preclude full exploitation of their therapeutic potential. Adoptive transfer of CAR-T cells furthermore has also been associated with significant risk of CRS.

Our gamma-delta bsTCE platform

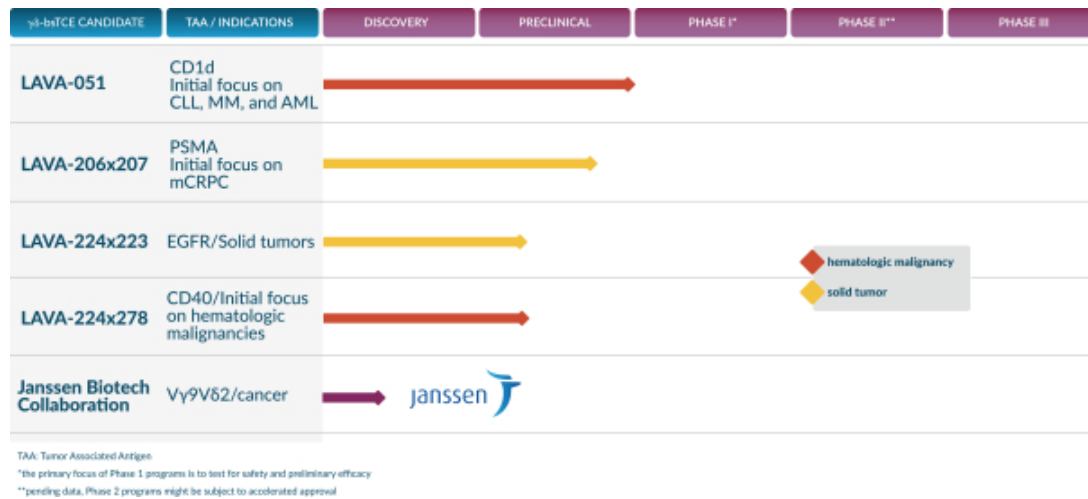
We believe that our gamma-delta bsTCEs represent a new class of targeted immuno-oncology drugs that can overcome the limitations of classical TCE approaches by exploiting the unique characteristics of Vg9Vd2 T cells. Our platform provides off-the-shelf therapeutics leveraging the validated benefits of antibody-based treatments, including standardized development. We designed our platform to be fully modular and compatible with existing approved and development-stage anti-tumor antibodies to facilitate expedited discovery and development of novel compounds.

Our gamma-delta bsTCEs specifically engage proinflammatory effector Vg9Vd2 T cells that retain their inherent tumor specificity thereby leveraging the natural ability of Vg9Vd2 T cells to distinguish tumor cells from healthy cells. The conditional activation of Vg9Vd2 T cells is designed for high precision in order to avoid a broad systemic, non-tumor specific, activation, systemic T cell exhaustion and CRS. We believe that the tumor selectivity and potency of our gamma-delta bsTCEs, together with the low risk of CRS, may result in a broad therapeutic window and may therefore provide benefit to a wide range of patients. Activated Vg9Vd2 T cells have the ability to trigger innate and adaptive immune cells through cytokine release and antigen presentation. Thereby, our technology has the potential to induce immunological memory and result in not only rapid cytotoxicity, but also potent and durable responses.

We have generated compelling preclinical data using patient tumor tissues that demonstrate the ability of our gamma-delta bsTCE platform to result in the preferred killing of tumor cells compared to healthy cells for both hematologic malignancies and solid tumors. Studies in non-human primates indicate that our gamma-delta T cell engagers are well tolerated with low activity against healthy cells and low induction of cytokines. Based on these findings, we believe that our gamma-delta bsTCE platform may be amenable for the development of targeted therapeutics in a wide variety of tumor indications.

Based on strong preclinical data, we believe our gamma-delta bsTCE platform has the potential to generate therapeutics designed to have a low potential for cytokine release syndrome that could become new standards of care in treating cancer. We are currently advancing a pipeline of multiple gamma-delta bsTCEs for the development of potential therapeutics in both hematologic malignancies and solid tumors.

Our pipeline



Our portfolio is led by LAVA-051, a unique, humanized gamma-delta bTCE targeting CD1d-expressing hematologic cancers, including CLL, MM, and AML. LAVA-051 is designed to kill CD1d-expressing tumor cells and works via a dual mechanism of action, or MoA. LAVA-051 cross-links CD1d-expressing tumor cells and Vg9Vd2 T cells, resulting in conditional Vg9Vd2 T cell activation, the secretion of cytolytic molecules and cytokines and subsequent tumor killing. As published in 2020 in *Nature Cancer*, we demonstrated that the CD1d-binding moiety of the bTCE is uniquely able to enhance the interaction of CD1d and the T cell receptor of invariant NKT cells, or iNKT cells, which are a population of innate-like lymphocytes that play an important role in orchestrating immune responses in cancer. We also found that this feature led to iNKT cell activation and anti-tumor activity. We believe the combined Vg9Vd2 T cell and iNKT cell activating properties and the resulting cascade response contribute to the potential of LAVA-051 to provide rapid cytotoxicity, as well as long-term antitumor immune responses. We are also evaluating opportunities to develop LAVA-051, or derivatives thereof, for the treatment of CD1d-expressing solid tumors.

In November 2020, we filed a Clinical Trial Application, or CTA, with the Competent Regulatory Authority of The Netherlands, or CCMO, for LAVA-051. We received regulatory authority approval for the CTA to commence our Phase 1/2a clinical trial with LAVA-051 in patients with relapsed and/or refractory CLL, MM and AML, which we expect to begin enrolling in the first half of 2021. In addition, we expect to file an Investigational New Drug, or IND, application with the U.S. Food and Drug Administration, or FDA, in the first half of 2022, after which patients from the U.S. will also be included in the ongoing Phase 1 part of the clinical trial.

We are also advancing a second program, LAVA-206x207, a gamma-delta bTCE targeting PSMA for the potential treatment of prostate cancer. We expect to submit CTA or IND applications for LAVA-206x207 in the second half of 2021 and initiate a Phase 1/2a trial in metastatic castration-resistant prostate cancer in the second half of 2021. In addition to our two named lead programs, we are advancing a portfolio of discovery programs, which we expect will provide the opportunity for additional CTA/IND submissions in 2023.

Our platform capabilities are further validated by a research collaboration and license agreement with Janssen Biotech, Inc., one of the Janssen Pharmaceutical Companies of Johnson & Johnson, which we entered into in May 2020. Under the terms of this agreement, we are responsible for discovering and developing target

specific, novel gamma-delta bsTCEs specific for the treatment of cancer. We received an upfront payment from Janssen of €7.4 million, have achieved the milestone necessary to receive a €0.8 million research milestone payment, and are eligible to receive potential additional research, development, regulatory and commercial milestones, as well as tiered royalties on sales, for any licensed product.

Our team and investors

We were founded in 2016 as a spinout from the VU University in Amsterdam, the Netherlands by leaders in the field of therapeutic antibodies and immuno-oncology, with significant insights and development capabilities in the field of gamma-delta T cells and, specifically, gamma-delta bsTCEs. We have attracted a talented group of industry experts and scientists that now comprise a highly experienced team of over 30 employees, including Stephen Hurly, our Chief Executive Officer, who has more than 25 years of leadership experience across life science companies and investment banking; Paul Parren, Ph.D., our Executive Vice President and Head of Research and Development and professor of Molecular Immunology at the Leiden University Medical Center; Benjamin Winograd, M.D., Ph.D., our Chief Medical Officer; Hans van der Vliet, M.D., Ph.D., co-founder and our Chief Scientific Officer and professor of Medical Oncology at the Amsterdam UMC—Cancer Center Amsterdam; and Ton Adang, Ph.D., our Chief Development Officer. Across the leadership team, the team has been involved in the filing of more than 43 INDs and has contributed to the development of 23 approved cancer products.

Since our founding, we have received approximately \$108.0 million in capital from premier investors, including Versant Ventures, Novo Holdings A/S, Sanofi Ventures, Redmile Group, LLC, Gilde Healthcare, MRL Ventures Fund, Ysios Capital and BB Pureos Bioventures.

Our strategy

Our goal is to deliver gamma-delta bsTCE therapeutics that change the standard of care and improve outcomes for patients with hematologic malignancies and solid tumors. We are focused on discovering, developing and ultimately commercializing proprietary, off-the-shelf, targeted gamma-delta bsTCEs that leverage the power of gamma-delta T cells with potency and precision to orchestrate anti-tumor immune responses. Key components to our strategy are to:

- Establish ourselves as the leader in the gamma-delta T cell space.
- Advance our lead product candidate, LAVA-051, in hematologic tumors through clinical development and explore additional indications in solid tumors.
- Advance our product candidate, LAVA-206x207, in prostate cancer through clinical development and explore additional indications in solid tumors.
- Leverage our platform to continue to advance and expand our earlier stage pipeline while broadening the applications of the platform to additional targets and patient populations.
- Enhance our pipeline and platform through strategic partnership and collaboration opportunities.

Corporate information

We were incorporated under the laws of the Netherlands on February 15, 2016, as a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), and prior to the consummation of this offering, we intend to convert into a Dutch public company with limited liability (*naamloze vennootschap*). See “Corporate Reorganization”. Our principal executive offices are located at Yalelaan 60, 3584 CM Utrecht, the Netherlands. Our telephone number at this address is +31 6 3000 3035.

Our website address is www.lavatherapeutics.com. The information contained on, or that can be accessed through, our website is not a part of, and shall not be incorporated by reference into, this prospectus. We have included our website address as an inactive textual reference only.

Risks associated with our business

Our business and our ability to execute our strategy are subject to many risks. Before making a decision to invest in our common stock, you should carefully consider all of the risks and uncertainties described in the section titled “Risk Factors” immediately following this prospectus summary section and all of the other information in this prospectus. These risks include, but are not limited to the following:

- We have incurred significant operating losses since inception and anticipate that we will continue to incur substantial operating losses for the foreseeable future and may never achieve or maintain profitability.
- We have a limited operating history and have no products approved for commercial sale, which may make it difficult for you to evaluate the success of our business to date and to assess our future viability.
- Even if this offering is successful, we will require substantial additional funding to finance our operations. If we are unable to raise capital when needed, we could be forced to delay, reduce or terminate certain of our development programs or other operations.
- Our product candidates and related technologies are novel approaches to cancer treatment that present significant challenges, and our ability to generate product revenue is dependent on the success of one or more of our product candidates, which will require additional clinical testing before we can seek regulatory approval and begin commercial sales.
- We are dependent on the successful clinical development, regulatory approval and commercialization of our product candidates, including gamma-delta T cell engagers, or bsTCEs. We cannot give any assurance that any of our product candidates will receive regulatory approval, and if we are not able to obtain required regulatory approvals, we will not be able to commercialize our product candidates and our ability to generate product revenue will be adversely affected.
- Our product candidates are in early stages of development, and therefore they will require extensive additional preclinical and clinical testing. Success in preclinical studies or early-stage clinical trials may not be indicative of results in future clinical trials and we cannot assure you that any ongoing, planned or future clinical trials will lead to results sufficient for the necessary regulatory approvals.
- The clinical and commercial utility of our gamma-delta bsTCE platform is uncertain and may never be realized. Additionally, certain aspects of the function and production of gamma-delta T cells are poorly understood or currently unknown, and may only become known through further preclinical and clinical testing.
- If we encounter difficulties in enrolling patients in our clinical trials, our clinical development activities could be delayed or otherwise adversely affected.
- The COVID-19 pandemic could continue to adversely impact our business, including our clinical trials, supply chain and business development activities.
- Clinical product candidate development involves a lengthy and expensive process and involves uncertain outcomes. We may incur additional costs and encounter substantial delays or difficulties in our clinical trials.

- If we are required by the FDA to obtain approval of a companion diagnostic test in connection with approval of any of our product candidates, and we do not obtain, or face delays in obtaining, FDA approval of a diagnostic device, we will not be able to commercialize such product candidate and our ability to generate revenue will be materially impaired.
- To date, we have relied on a single-source supplier for bulk drug substance and drug manufacturing. The loss of this supplier or its failure to supply us with bulk drug substance, or BDS, on a timely basis could impair our ability to develop our product candidates or otherwise delay the development process, which could adversely affect our business.
- We rely on third parties for the manufacturing process of our product candidates, and failure by those parties to adequately perform their obligations could harm our business.
- We have entered into a research collaboration and license agreement with Janssen Biotech, Inc. for the development and commercialization of potential product candidates, which may pose a number of risks to our business.
- Licensing of intellectual property is of critical importance to our business and involves complex legal, business and scientific issues. If we breach the license and assignment agreement with Stichting VUmc, or the VUmc Agreement, any of the other agreements under which we acquire or license intellectual property rights from third parties, or otherwise experience disruptions to our business relationships with our licensors, we could lose the ability to continue the development and commercialization of our product candidates.
- If we are unable to obtain and maintain patent and other intellectual property protection for our product candidates and technology, or if the scope of protection obtained is not sufficiently broad or robust, our competitors could develop and commercialize products and technology similar or identical to ours, and our ability to successfully commercialize our product candidates and technology may be adversely affected.
- We are a Dutch public company. The rights of our shareholders may be different from the rights of shareholders in companies governed by the laws of U.S. jurisdictions and may not protect investors in a similar fashion afforded by incorporation in a U.S. jurisdiction.

Implications of being an emerging growth company

As a company with less than \$1.07 billion in revenue during our last fiscal year, we qualify as an “emerging growth company” as defined in the JOBS Act. As an emerging growth company, we may take advantage of specified reduced disclosure and other requirements that are otherwise applicable generally to public companies. These provisions include:

- the ability to present only two years of audited financial statements in addition to any required interim financial statements and correspondingly reduced disclosure in management’s discussion and analysis of financial condition and results of operations in this prospectus;
- exemption from the auditor attestation requirement of Section 404 of the Sarbanes-Oxley Act of 2002, or the Sarbanes-Oxley Act, in the assessment of our internal controls over financial reporting, which would otherwise be applicable beginning with the second annual report following consummation of the offering; and
- to the extent that we no longer qualify as a foreign private issuer, (i) reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements and (ii) exemptions from the requirements of holding a non-binding advisory vote on executive compensation, including golden parachute compensation.

We may take advantage of these exemptions until such time that we are no longer an emerging growth company. We will cease to be an emerging growth company upon the earliest to occur of (i) the last day of the fiscal year in which we have more than \$1.07 billion in annual revenue; (ii) the date we qualify as a “large accelerated filer” with at least \$700 million of equity securities held by non-affiliates; (iii) the issuance, in any three year period, by our company of more than \$1.0 billion in non-convertible debt securities held by non-affiliates; and (iv) the last day of the fiscal year ending after the fifth anniversary of our initial public offering of our common shares.

We may choose to take advantage of some but not all of these reduced burdens. For example, we have presented only two years of audited financial statements and only two years of related “Management’s Discussion and Analysis of Financial Condition and Results of Operations” disclosure in this prospectus, and intend to take advantage of the exemption from auditor attestation on the effectiveness of our internal control over financial reporting. Accordingly, the information that we provide shareholders and holders of our common shares may be different than you might obtain from other public companies.

In addition, Section 107 of the JOBS Act provides that an emerging growth company can use the extended transition period provided in Section 7(a)(2)(B) of the Securities Act for complying with new or revised accounting standards. Given that we currently report and expect to continue to report under IFRS as issued by the IASB, we will not be able to avail ourselves of this extended transition period and, as a result, we will adopt new or revised accounting standards on the relevant dates on which adoption of such standards is required by the IASB.

Implications of being a foreign private issuer

We are also considered a “foreign private issuer” under U.S. securities laws. In our capacity as a foreign private issuer, we are exempt from certain rules under the Exchange Act that impose certain disclosure obligations and procedural requirements for proxy solicitations under Section 14 of the Exchange Act. In addition, members of our board of directors, or Board, and our principal shareholders are exempt from the reporting and “short-swing” profit recovery provisions of Section 16 of the Exchange Act and the rules under the Exchange Act with respect to their purchases and sales of our securities. Moreover, we are not required to file periodic reports and financial statements with the SEC as frequently or as promptly as U.S. companies whose securities are registered under the Exchange Act. In addition, we are not required to comply with Regulation FD, which restricts the selective disclosure of material information.

We may take advantage of these exemptions until such time as we are no longer a foreign private issuer. We will remain a foreign private issuer until the end of the fiscal year following the last date of our second fiscal quarter when more than 50% of our outstanding voting securities are held by U.S. residents and any of the following three circumstances applies: (i) the majority of our members of the Board or executive officers are U.S. citizens or residents; (ii) more than 50% of our assets are located in the United States; or (iii) our business is administered principally in the United States.

Accordingly, the information contained herein may be different from the information you receive from other public companies.

Enforcement of civil liabilities

We are organized and existing under the laws of the Netherlands, and, as such, under Dutch private international law rules the rights of our shareholders and the civil liability of our directors and executive

officers are governed in certain respects by the laws of the Netherlands. The ability of our shareholders in certain countries other than the Netherlands to bring an action against us, our directors and executive officers may be limited under applicable law. In addition, substantially all of our assets are located outside the United States.

As a result, it may not be possible for shareholders to effect service of process within the United States upon us or our directors and executive officers or to enforce judgments against us or them 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 directors and executive officers 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 of the date of this prospectus, the United States and the Netherlands do not have a treaty providing for the reciprocal recognition and enforcement of judgments, other than arbitration awards, in civil and commercial matters. With respect to choice of court agreements in civil or commercial matters, it is noted that the Hague Convention on Choice of Court Agreements entered into force for the Netherlands, but has not entered into force for the United States. Accordingly, a judgment rendered by a court in the United States, whether or not predicated solely upon U.S. securities laws, would not automatically be recognized and enforced by the competent Dutch courts. However, if a person has obtained a judgment rendered by a court in the United States that is enforceable under the laws of the United States and files a claim with the competent Dutch court, the Dutch court will in principle give binding effect to a foreign judgment if (i) the jurisdiction of the foreign court was based on a ground of jurisdiction that is generally acceptable according to international standards, (ii) the judgment by the foreign court was rendered in legal proceedings that comply with the Dutch standards of proper administration of justice including sufficient safeguards (*behoorlijke rechtspleging*), (iii) binding effect of such foreign judgment is not contrary to Dutch public order (*openbare orde*) and (iv) the judgment by the foreign court is not incompatible with a decision rendered between the same parties by a Dutch court, or with a previous decision rendered between the same parties by a foreign court in a dispute that concerns the same subject and is based on the same cause, provided that the previous decision qualifies for recognition in the Netherlands. Even if such a foreign judgement is given binding effect, a claim based thereon may, however, still be rejected if the foreign judgment is not or no longer formally enforceable.

Based on the lack of a treaty as described above, U.S. investors may not be able to enforce against us or our directors, 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 offering

Issuer	LAVA Therapeutics N.V.
Common shares offered by us	6,700,000 shares
Common shares to be outstanding after this offering	25,352,257 shares (26,357,257 shares if the underwriters exercise their option to purchase additional shares from us in full). This includes the issuance of 238,095 common shares to VUmc, as described below.
Underwriters' option to purchase additional shares	1,005,000 shares
Use of proceeds	<p>We estimate that the net proceeds to us from this offering will be approximately \$90.3 million (or approximately \$104.3 million if the underwriters exercise in full their option to purchase up to 1,005,000 additional common shares), based on an assumed initial public offering price of \$15.00 per share, which is the midpoint of the price range set forth on the cover page of this prospectus, after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us.</p> <p>We currently expect to use the net proceeds from the offering, together with a portion of our cash, cash equivalents, short-term investments, and non-current financial assets (in aggregate) to advance the development of LAVA-051 for the treatment of CLL, MM and AML, to advance the development of LAVA 206x207 for the treatment of mCRPC, to advance our other gamma-delta bsTCE product candidates for the treatment of hematologic malignancies and solid tumors and the remainder for working capital and other general corporate purposes.</p> <p>See "Use of Proceeds."</p>
Risk factors	You should read the section titled "Risk Factors" for a discussion of factors to consider carefully, together with all the other information included in this prospectus, before deciding to invest in our common shares.
Dividend policy	We have never paid or declared any cash dividends in the past, and we do not anticipate paying any cash dividends in the foreseeable future. We intend to retain all available funds and any future earnings to fund the further development and expansion of our business. As of the completion of our corporate reorganization, under Dutch law, we may only pay dividends and other distributions from our reserves to the extent our shareholders' equity (<i>eigen vermogen</i>) exceeds the sum of our paid-in and called-up share capital plus the reserves we must maintain under Dutch law or our articles of association and (if it concerns a distribution of profits) after adoption of our statutory annual accounts by our general meeting from which it appears that such dividend distribution is allowed. Subject to those restrictions, any future determination to

pay dividends or other distributions from our reserves will be at the discretion of our board of directors and will depend upon a number of factors, including our results of operations, financial condition, future prospects, contractual restrictions, restrictions imposed by applicable law and other factors we deem relevant. See “Dividend Policy.”

Directed share program

At our request, the underwriters have reserved for sale at the initial public offering price up to 335,000 of our common shares, or 5.0% of our common shares being offered for sale hereby, through a directed share program to certain individuals associated with us. Any directors and officers that buy common shares through the directed share program will be subject to a 180-day lock-up period with respect to such common shares. The number of our common shares available for sale to the general public will be reduced to the extent that such persons purchase such reserved common shares. Any reserved common shares not so purchased will be offered by the underwriters to the general public on the same basis as the other common shares offered hereby.

Jefferies LLC will administer our directed share program. See “Related Party Transactions,” “Shares Eligible for Future Sale,” and “Underwriting—Directed Share Program.”

Proposed Nasdaq symbol

“LVTX”

The number of our common shares to be outstanding immediately after this offering is based on a total of 18,414,162 common shares outstanding immediately prior to the consummation of this offering (which includes (i) 281,775 common shares outstanding as of December 31, 2020, (ii) the issuance of 9,945,221 preferred shares and the repurchase of 718,250 cumulative preference A shares, or Series A Preferred, and 165,750 common shares and (iii) the conversion of all of our outstanding preferred shares into an aggregate of 18,298,137 common shares immediately prior to the consummation of this offering) and the issuance of 238,095 common shares to Stichting VUmc, or VUmc, representing €3.0 million at the assumed offering price of \$15.00 per share and an exchange rate of \$1.19 to €1.00 and excludes:

- 2,146,794 common shares issuable upon the exercise of share options under our 2018 Stock Option Plan and our 2020 U.S. Stock Option Plan, or collectively, the Existing Plans, outstanding as of December 31, 2020 at a weighted average exercise price of \$4.12 per share;
- 207,740 common shares issuable upon the exercise of share options outstanding under the Existing Plans granted subsequent to December 31, 2020, at an exercise price of \$9.33 per share;
- 24,701 common shares reserved for future issuance under the Existing Plans, which shares will cease to be available for issuance at the time our Long-Term Incentive Plan, or the Plan, becomes effective;
- 2,535,226 common shares reserved for future issuance under the Plan, as described in “Management – Equity Incentive Plans;” and
- 253,523 common shares reserved for future issuance following the consummation of this offering under our 2021 Employee Stock Purchase Plan, as described in “Management – Equity Incentive Plans.”

Unless otherwise indicated, all information contained in this prospectus assumes or gives effect to:

- no exercise of the outstanding options described above after December 31, 2020;

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- the completion, prior to the consummation of this offering, of our corporate reorganization, as further described under the section titled “Corporate Reorganization”, which includes the transition from our current two-tier governance system with a separate management and supervisory boards into a one-tier governance system with a board of directors consisting of executive and non-executive directors;
- no exercise by the underwriters of their option to purchase additional common shares in this offering; and
- an initial public offering price of \$15.00 per share, which is the midpoint of the price range set forth on the cover page of this prospectus.

Summary financial data

You should read the following summary financial data together with our financial statements and the related notes thereto included elsewhere in this prospectus and the “Selected Financial Data” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” sections of this prospectus. We have derived the summary financial data as of and for the years ended December 31, 2020 and 2019 from our audited financial statements included elsewhere in this prospectus. Our historical results for any prior period are not necessarily indicative of results to be expected in any future period.

We maintain our books and records in euros and prepare our financial statements in accordance with International Financial Reporting Standards, or IFRS, as adopted by the International Accounting Standards Board, or IASB.

	For the year ended December 31,	
	2020	2019
(amounts in thousands except share and per share data)		
Statement of Profit or Loss and Other Comprehensive Income (Loss) Data:		
Revenue		
Research and license revenue	€ 3,186	€ —
Total revenue	3,186	—
Operating expenses:		
Research and development	(13,639)	(7,470)
General and administrative	(2,344)	(1,111)
Total operating expenses	(15,983)	(8,581)
Operating loss	(12,797)	(8,581)
Interest expense, net	(294)	(78)
Foreign currency exchange loss, net	(458)	(16)
Total non-operating expense	(752)	(94)
Loss before income taxes	(13,549)	(8,675)
Income tax expense	(35)	—
Loss for the period	€ (13,584)	€ (8,675)
Foreign currency translation adjustment	(347)	—
Total comprehensive loss for the period	€ (13,931)	€ (8,675)
Loss per share, basic and diluted	€ (34.04)	€ (19.38)
Weighted average common shares outstanding, basic and diluted	399,126	447,525
Pro forma net loss per share, basic and diluted (unaudited) ⁽¹⁾	€ (0.74)	
Pro forma weighted average common shares outstanding, basic and diluted (unaudited) ⁽¹⁾	18,414,162	

(1) Pro forma to reflect (i) the issuance of Series C Preferred and the required repurchases of Series A Preferred shares as of January 1, 2020 and (ii) the conversion of all of our outstanding preferred shares into an aggregate of 18,298,137 common shares as of January 1, 2020. Pro forma basic net loss per share and diluted net loss per share are the same because outstanding options would be anti-dilutive due to our net loss in this period.

	As of December 31, 2020		
	Actual	Pro forma(1)	Pro forma as adjusted(2)
(euros in thousands)			
Statement of Financial Position Data:			
Cash and cash equivalents	€12,881	€ 60,124	€ 135,795
Total assets	16,683	63,926	139,597
Total equity	6,207	53,450	118,110
Total liabilities	10,476	10,476	21,486
(1)	The pro forma balance sheet data gives effect to (i) the issuance of 9,945,221 preferred shares and the repurchase of 718,250 shares of Series A Preferred and 165,750 common shares in 2021, and (ii) the conversion of all classes of preferred shares into common shares as of January 1, 2020.		
(2)	The pro forma as adjusted balance sheet data give further effect to the sale by us of 6,700,000 common shares in this offering at the initial public offering price of \$15.00 per share, after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us. Each \$1.00 increase or decrease in the assumed initial public offering price of \$15.00 per share, which is the midpoint of the price range set forth on the cover page of this prospectus, would increase or decrease the pro forma as adjusted amount of each of cash and cash equivalents, total assets and total equity by \$6.2 million, assuming that the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting the estimated underwriting discounts and commissions. Each increase or decrease of 1.0 million in the number of shares we are offering would increase or decrease the pro forma as adjusted amount of each of cash and cash equivalents, total assets and total equity by \$13.9 million, assuming no change in the assumed initial public offering price per share and after deducting the estimated underwriting discounts and commissions. This pro forma as adjusted information is illustrative only and will depend on the actual initial public offering price and other terms of this offering determined at pricing. In addition, these figures reflect (i) a payment of €200,000 and the issuance of 238,095 common shares to Stichting VUmc, or VUmc, representing €3.0 million at the assumed offering price of \$15.00 per share and an exchange rate of \$1.19 to €1.00, in connection with the consummation of this offering and (ii) a liability associated with the Exit Payments (as defined in the VUmc Agreement) payable under the agreement with VUmc, or the VUmc Agreement. See Note 22 to our consolidated financial statements.		

Risk factors

Investing in our common shares involves a high degree of risk. You should carefully consider the risks described below, as well as the other information in this prospectus, including our financial statements and the related notes and “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” before deciding whether to invest in our common shares. The occurrence of any of the events or developments described below could harm our business, financial condition, results of operations and prospects. In such an event, the market price of our common shares could decline and you may lose all or part of your investment.

Risks related to our financial position and capital needs

We have incurred significant operating losses since inception and anticipate that we will continue to incur substantial operating losses for the foreseeable future and may never achieve or maintain profitability.

We have incurred significant operating losses since inception. Our net loss was €13.6 million and €8.7 million for the years ended December 31, 2020 and 2019, respectively. As of December 31, 2020, we had an accumulated deficit of €29.4 million. Although we have received milestone payments to date, we have not recorded any revenues from product sales. We expect to continue to incur significant expenses and increasing operating losses for the foreseeable future. Since inception, we have devoted substantially all of our efforts to research and preclinical and clinical development of our product candidates, organizing and staffing our company, business planning, raising capital, establishing our intellectual property portfolio and conducting clinical trials. Prior to the initiation of our Phase 1 clinical trial of LAVA-051, we have never conducted clinical trials, and we have not previously obtained regulatory approval for, or commercialized, any product candidates. It could be several years, if ever, before we have a commercialized product. The net losses we incur may fluctuate significantly from quarter to quarter and year to year. We anticipate that our expenses will increase substantially if, and as, we:

- continue the ongoing and planned development of our product candidates, including LAVA-051 and LAVA-206x207;
- initiate, conduct and complete any ongoing, anticipated or future preclinical studies and clinical trials for our current and future product candidates;
- seek regulatory and marketing approvals for LAVA-051, LAVA-206x207 and any of our other product candidates that successfully complete clinical trials;
- maintain, protect and expand our intellectual property portfolio;
- establish a sales, marketing, manufacturing and distribution, supply chain and other commercial infrastructure in the future to commercialize any current or future product candidate for which we may obtain marketing approval;
- seek to identify, discover, develop and commercialize additional product candidates;
- hire and retain additional clinical, regulatory and scientific personnel;
- add operational, financial and management information systems and personnel, including personnel to support our product development and planned future commercialization efforts;
- acquire or in-license additional product candidates and technologies;
- develop a potential companion diagnostic;

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- scale our business up to commercial manufacturing, if and when applicable, or upon approval from the Food and Drug Administration, or FDA, or the European Commission on the basis of assessments carried out by the European Medicines Agency, or EMA; and
- address any ancillary effects of the COVID-19 pandemic on our business.

To become and remain profitable, we must succeed in developing and eventually commercializing products that generate significant revenue. This will require us to be successful in a range of challenging activities, including completing preclinical studies and clinical trials of our current and future product candidates, obtaining regulatory approval, establishing and validating commercial-scale current good manufacturing practices, or cGMP, facilities, marketing and selling any products for which we obtain regulatory approval (including through third parties), as well as discovering or acquiring and developing additional product candidates. We are only in the preliminary stages of some of these activities. We may never succeed in these activities and, even if we do, may never generate revenues that are sufficient to offset our expenses and achieve profitability.

Because of the numerous risks and uncertainties associated with product candidate development, we are unable to accurately predict the timing or amount of expenses or when, or if, we will be able to achieve profitability. If we are required by regulatory authorities to perform clinical trials or preclinical studies in addition to those currently expected, or if there are any delays in the initiation and completion of our clinical trials or the development of any of our product candidates, our expenses could increase.

Even if we do achieve profitability, we may not be able to sustain or increase profitability on a quarterly or annual basis. Our failure to become and remain profitable would decrease the value of our company and could impair our ability to raise capital, maintain our research and development efforts, expand our business or continue our operations. A decline in the value of our common shares could also cause you to lose all or part of your investment.

We have a limited operating history and have no products approved for commercial sale, which may make it difficult for you to evaluate the success of our business to date and to assess our future viability.

We are a biotechnology company with a limited operating history upon which you can evaluate our business and prospects. Our operations to date have been limited to financing and staffing our company, developing our technology, identifying and developing LAVA-051 and LAVA-206x207 and our other product candidates, undertaking preclinical studies, business planning and raising capital. We are preparing to start enrollment in a clinical trial for LAVA-051. However, all of our other research programs are still in the preclinical or research stage of development, and the risk of failure in the biopharmaceutical industry for programs or products candidates at such stage of development is even higher than those in the clinical stage of development. We have not yet demonstrated an ability to successfully conduct or complete any clinical trials, including large-scale, pivotal clinical trials, obtain marketing approval, manufacture a clinical or commercial scale product or arrange for a third party to do so on our behalf or conduct sales and marketing activities necessary for successful product commercialization. Typically, it takes about six to 10 years to develop a new drug from the time it enters clinical trials to when it is approved for treating patients, but in many cases it may take longer. Consequently, predictions about our future success or viability may not be as accurate as they could be if we had a longer operating history or a history of successfully developing and commercializing genetic medicine product candidates.

In addition, as a business with a limited operating history, we may encounter unforeseen expenses, difficulties, complications, delays and other known and unknown factors. We will eventually need to transition from a company with a research and clinical focus to a company, if any of our product candidates are approved, capable of supporting commercial activities. We may not be successful in such a transition.

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Even if this offering is successful, we will require substantial additional funding to finance our operations. If we are unable to raise capital when needed, we could be forced to delay, reduce or terminate certain of our development programs or other operations.

Developing pharmaceutical products, including conducting preclinical studies and clinical trials, is a very time-consuming, expensive and uncertain process that takes years to complete. Our operations have consumed substantial amounts of cash since inception, and we expect our expenses to increase in connection with our ongoing activities, particularly as we conduct clinical trials of, and seek marketing approval for, our product candidates and advance our other programs. Other unanticipated costs may also arise. Because the design and outcome of our ongoing and anticipated clinical trials are highly uncertain, we cannot reasonably estimate the actual amount of resources and funding that will be necessary to successfully complete the development and commercialization of any product candidate we develop. Based on our research and development plans, we believe that the net proceeds from this offering, together with our existing cash, will be sufficient to fund our operations through at least the next 24 months. Moreover, we will need to obtain substantial additional funding in connection with our continuing operations and planned research and clinical development activities. Our future capital requirements will depend on many factors, including:

- the timing, progress, costs and results of our ongoing preclinical studies and clinical trials of our product candidates, after accounting for any COVID-19-related delays or other effects on our development programs;
- the scope, progress, results and costs of preclinical development, laboratory testing and clinical trials of other product candidates that we may pursue;
- our ability to establish collaborations on favorable terms, if at all;
- the costs, timing and outcome of regulatory review of our product candidates;
- the costs and timing of future commercialization activities, including product manufacturing, marketing, sales and distribution, for any of our product candidates for which we may receive marketing approval;
- the revenue, if any, received from commercial sales of our product candidates for which we may receive marketing approval;
- the cost of any milestone and royalty payments with respect to any approved product candidates;
- the payment of the Exit payment under the VUmc Agreement to the extent we elect to pay it in cash;
- the costs and timing of preparing, filing and prosecuting patent applications, maintaining and enforcing our intellectual property and proprietary rights and defending any intellectual property-related claims;
- the costs of operating as a public company; and
- the extent to which we acquire or in-license other product candidates and technologies.

Identifying potential product candidates and conducting preclinical studies and clinical trials is a time-consuming, expensive and uncertain process that takes years to complete, and we may never generate the necessary data or results required to obtain regulatory approval in order to generate revenue from product sales. In addition, our product candidates, if approved, may not achieve commercial success. Our commercial revenues, if any, will be derived from sales of products that we do not expect to be commercially available for several years, if at all. Accordingly, we will need to continue to rely on additional financing to achieve our business objectives. Adequate additional financing may not be available to us on acceptable terms, or at all. In addition, we may 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. Under the VUmc Agreement, we are obligated to make an Exit payment to VUmc in the amount of mid-single digit millions on each of the first and second anniversaries of this offering. If we are unable to raise capital when needed or on attractive terms, we could be forced to delay, reduce or altogether terminate our research and development programs or future commercialization efforts.

Risks related to the development of our product candidates

Our product candidates and related technologies are novel approaches to cancer treatment that present significant challenges, and our ability to generate product revenue is dependent on the success of one or more of our product candidates, which will require additional clinical testing before we can seek regulatory approval and begin commercial sales.

Our product candidates and related technologies represent novel approaches to cancer treatment generally, and developing and commercializing our product candidates subjects us to a number of challenges. T cell engagers developed by other companies have been observed to cause safety issues, which have resulted in a delay or abandonment of those clinical programs. The commercially available T cell engagers developed by other companies have only been approved for niche indications. Our product candidates could be perceived as having similar complications which could similarly affect their clinical development, and could also be perceived to have additional complications, owing to their unique mechanism of action, or MoA.

We currently generate no revenues from sales of any products, we have never obtained marketing approval for a product candidate and we may never be able to develop a marketable product. Our ability to generate product revenue is highly dependent on our ability to obtain regulatory approval of and successfully commercialize one or more of our lead product candidates, which will require additional clinical and non-clinical development, regulatory review and approval in each jurisdiction in which we intend to market them, substantial investment, access to sufficient commercial manufacturing capacity, and significant marketing efforts before we can generate any revenue from product sales. We cannot be certain that any of our product candidates will be successful in clinical studies and they may not receive regulatory approval even if they are successful in clinical studies.

The success of our product candidates, including our lead product candidates, will depend on several factors, including the following:

- successful and timely completion of our planned clinical trials;
- initiation and successful patient enrollment and completion of additional clinical trials on a timely basis;
- safety, tolerability and efficacy profiles that are satisfactory to the FDA, EMA or any comparable regulatory authority for marketing approval;
- timely receipt of marketing approvals for our lead product candidates from applicable regulatory authorities;
- the performance of our future collaborators, if any;
- the extent of any required post-marketing approval commitments to applicable regulatory authorities;
- establishment of supply arrangements with third-party raw materials and drug product suppliers and manufacturers;
- establishment of scaled production arrangements with third-party manufacturers to obtain finished products that are appropriately packaged for sale;
- obtaining and maintaining patent protection, regulatory exclusivity and other intellectual property-related protection, in the United States, Europe and other target markets;
- enforcing and defending our intellectual property and proprietary rights, including our licensed intellectual property;
- successful launch of commercial sales following any marketing approval;

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- a continued acceptable tolerability profile following any marketing approval;
- commercial acceptance by patients, the medical community and third-party payors; and
- our ability to compete with other therapies.

We do not have complete control over many of these factors, including certain aspects of clinical development and the regulatory submission process, potential threats to our intellectual property and proprietary rights and the manufacturing, marketing, distribution and sales efforts of any future collaborator.

In addition, because our lead product candidates are our most advanced product candidates, and because our other product candidates are based on similar technology, if our lead product candidates encounter safety or efficacy problems, developmental delays, regulatory issues, or other problems, our development plans and business could be significantly harmed. Further, competitors who are developing products with similar technology may experience problems with their products that could identify problems that would potentially harm our business.

We are dependent on the successful clinical development, regulatory approval and commercialization of our product candidates, including gamma-delta T cell engagers, or bsTCEs. We cannot give any assurance that any of our product candidates will receive regulatory approval, and if we are not able to obtain required regulatory approvals, we will not be able to commercialize our product candidates and our ability to generate product revenue will be adversely affected.

Our business is dependent on our ability to successfully complete development of, obtain regulatory approval for, and, if approved, successfully commercialize our product candidates in a timely manner. We may face unforeseen challenges in our product candidate development strategy, and we can provide no assurances that our product candidate or clinical trial design will prove to be effective, that we will be able to take advantage of abbreviated regulatory pathways for any of our product candidates, or that we will ultimately be successful in our future clinical trials. We expect that a substantial portion of our efforts and expenses over the next several years will be devoted to the development of our lead product candidates, LAVA-051 and LAVA-206x207, including initiating enrollment in clinical trials for LAVA-051. Our gamma-delta bsTCEs product candidates, including LAVA-051 and LAVA-206x207, are in early stages of development and may never be commercialized.

We currently anticipate initially seeking regulatory approvals in the United States and Europe, but may in the future submit applications for the regulatory approval of one or more of our product candidates to additional regulatory authorities. We have not applied or obtained regulatory approval for any product candidate in the United States or abroad, and it is possible that neither our current product candidates nor any product candidates we may seek to develop in the future will obtain regulatory approval. Neither we nor any of our partners are permitted to market any of our product candidates in the United States or abroad until we receive regulatory approval from the FDA, EMA or the applicable regulatory agency.

All of our product candidates will require additional clinical and non-clinical development, regulatory review and approval in multiple jurisdictions, substantial investment, access to sufficient commercial manufacturing capacity and significant marketing efforts before they can be successfully commercialized. Prior to obtaining approval to commercialize any product candidate in the United States, Europe or elsewhere, we must demonstrate with substantial evidence from well-controlled clinical trials, and to the satisfaction of the FDA, EMA or comparable regulatory authorities that such product candidate is safe and effective for its intended use(s). Results from preclinical studies and clinical trials can be interpreted in different ways. Even if we believe that the preclinical or clinical data for our product candidates are promising, such data may not be sufficient to support approval by the FDA, EMA and other regulatory authorities. The FDA, EMA or other regulatory authorities may also require us to conduct additional preclinical studies or clinical trials for our product

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candidates either pre- or post-approval, or it may object to elements of our clinical development program, requiring their alteration.

Of the large number of products in development, only a small percentage successfully complete the FDA, EMA or comparable regulatory authorities' approval processes and are commercialized. The lengthy approval or marketing authorization process as well as the unpredictability of future clinical trial results may result in our failing to obtain regulatory approval or marketing authorization to market our product candidates, which would significantly harm our business, financial condition, results of operations and prospects.

Our product candidates could fail to receive regulatory approval from the FDA, EMA or comparable regulatory authority for many reasons, including, among others:

- disagreement with the design or conduct of any of our clinical trials;
- failure to demonstrate to the satisfaction of regulatory agencies that our product candidates are safe and effective, or have a positive benefit/risk profile for its proposed indication;
- failure of clinical trials to meet the level of statistical significance required for approval;
- disagreement with our interpretation of data from preclinical studies or clinical trials;
- the insufficiency of data collected from clinical trials of our product candidates to support the submission and filing of a Biologics License Application, or BLA, with the FDA, marketing authorization application, or MAA, with the EMA or other submission or to obtain regulatory approval;
- failure to obtain approval of our manufacturing processes or facilities of third-party manufacturers with whom we contract for clinical and commercial supplies or our own manufacturing facility; or
- changes in the approval policies or regulations that render our preclinical and clinical data insufficient for approval.

Additionally, any delay in, or termination of, our clinical trials will delay the submission of a BLA to the FDA, MAA to the EMA or other similar applications with other relevant regulatory authorities and, ultimately, our ability to commercialize our product candidates, if approved, and generate product revenue.

Even if we eventually complete clinical testing and receive approval of a BLA, or non-U.S. marketing application for our product candidates, the FDA, EMA or the comparable regulatory authorities may grant approval or other marketing authorization contingent on the performance of costly additional clinical trials, including post-market clinical trials. The FDA, EMA or the comparable regulatory authorities also may approve or authorize for marketing a product candidate for a more limited indication or patient population than we originally request, and the FDA, EMA or comparable regulatory authorities may not approve or authorize the labeling that we believe is necessary or desirable for the successful commercialization of a product candidate. Any delay in obtaining, or inability to obtain, applicable regulatory approval or other marketing authorization would delay or prevent commercialization of that product candidate and would adversely impact our business and prospects.

Moreover, because all of our product candidates are based on the same core gamma-delta bsTCE technology, if any of our product candidates encounter safety or efficacy problems, developmental delays or regulatory issues or other problems, these could impact the development plans for our other product candidates. Our failure to timely complete clinical trials, obtain regulatory approval or, if approved, commercialize our product candidates could adversely affect our business, financial condition and results of operations.

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Our product candidates are in early stages of development, and therefore they will require extensive additional preclinical and clinical testing. Success in preclinical studies or early-stage clinical trials may not be indicative of results in future clinical trials and we cannot assure you that any ongoing, planned or future clinical trials will lead to results sufficient for the necessary regulatory approvals.

In November 2020, we filed a Clinical Trial Application, or CTA, with the Competent Regulatory Authority of the Netherlands (*Centrale Commissie Mensgebonden Onderzoek*), or CCMO, for LAVA-051. We received regulatory authority approval for the CTA to commence our Phase 1/2a clinical trial with LAVA-051 in patients with relapsed and/or refractory chronic lymphocytic leukemia, multiple myeloma and acute myeloid leukemia, which we expect to begin enrolling in the first half of 2021. In addition, we expect to file an Investigational New Drug, or IND, application with the FDA in the first half of 2022. We expect to submit a CTA and/or IND application for LAVA-206x207 in the second half of 2021, and to initiate a Phase 1/2a trial for LAVA-206x207 in PSMA-expressing castration resistant prostate cancer in the second half of 2021.

Because our product candidates are in early stages of development, they will require extensive preclinical and clinical testing. LAVA-051 is our only product candidate currently entering into clinical trials. Success in preclinical testing and early-stage clinical trials does not ensure that later clinical trials will generate the same results or otherwise provide adequate data to demonstrate the efficacy and safety of a product candidate. Preclinical studies and early clinical trials are primarily designed to test safety, to study pharmacokinetics and pharmacodynamics and to understand the side effects of product candidates at various doses and schedules. Success in preclinical studies and earlier clinical trials does not ensure that later efficacy trials will be successful, nor does it predict final results. Our product candidates may fail to show the desired safety and efficacy in clinical development despite positive results in preclinical studies or even if they successfully advance through earlier clinical trials.

For example, although we plan to begin enrolling patients in a Phase 1/2a clinical trial in Europe for LAVA-051, the EMA has not yet made any determination regarding safety and efficacy of such product candidate in the targeted indication. Further, our novel approaches to oncology are unproven and as such, the cost and time needed to develop our product candidates is difficult to predict and our efforts may not be successful. If we do not observe favorable results in clinical trials of our product candidates, we may decide to delay or abandon clinical development of such product candidate. Any such delay or abandonment could harm our business, financial condition, results of operations and prospects.

In addition, the design of a clinical trial can determine whether its results will support approval of a product, and flaws in the design of a clinical trial may not become apparent until the clinical trial is well advanced. As an organization, we have limited experience designing clinical trials and may be unable to design and execute a clinical trial to support regulatory approval. Many companies in the pharmaceutical and biotechnology industries have suffered significant setbacks, including failure in late-stage clinical trials even after achieving promising results in preclinical testing and earlier clinical trials. Data obtained from preclinical and clinical activities are subject to varying interpretations, which may delay, limit or prevent regulatory approval.

Further, we cannot predict with any certainty if or when we might submit a BLA or MAA for regulatory approval for any of our product candidates or whether any such BLA or MAA will be accepted for review by the FDA or EMA, or whether any BLA or MAA will be approved upon review. Even if our clinical trials are completed as planned, we cannot be certain that their results will support our proposed indications. Success in preclinical testing and early clinical trials does not ensure that later clinical trials will be successful, and we cannot be sure that the results of later clinical trials will replicate the results of prior clinical trials and preclinical testing. The clinical trial process may fail to demonstrate that our product candidates are safe and effective for their proposed uses. This failure could cause us to abandon a product candidate and may delay development of other product candidates. Any delay in, or termination of, our clinical trials will delay and possibly preclude the filing

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of any BLAs or MAAs with the FDA or EMA and, ultimately, our ability to commercialize our product candidates and generate product revenues.

The clinical and commercial utility of our gamma-delta bsTCE platform is uncertain and may never be realized. Additionally, certain aspects of the activation and function of gamma-delta T cells are poorly understood or currently unknown, and may only become known through further preclinical and clinical testing.

To date, gamma-delta T cells and products that induce gamma-delta T cell activation have only been evaluated in early clinical trials. These clinical trials were primarily designed to evaluate safety and tolerability, and not designed to produce statistically significant results as to efficacy. Clinical trials thus far have shown the efficacy of gamma-delta T cells, and other clinical trials have produced encouraging results regarding bi-specifics. However, no clinical trials have been conducted regarding our gamma-delta bsTCE platform. Even after the completion of our Phase 1/2a clinical trial for LAVA-051, our gamma-delta bsTCE product candidates will have only been tested in a small number of patients. Results from these clinical trials may not necessarily be indicative of the safety and tolerability or efficacy of our product candidates as we expand into larger clinical trials.

We may not ultimately be able to provide the FDA and EMA with substantial clinical evidence to support a claim of safety, efficacy, purity and potency sufficient to enable the FDA and EMA to approve gamma-delta T cell bsTCE product candidates for any indication. This may be because early clinical trials do not meet their endpoints, because later clinical trials fail to reproduce favorable data obtained in earlier clinical trials, because the results of such trials are not statistically significant, because the FDA or EMA disagrees with how we interpret the data from these clinical trials, or because the FDA or EMA does not accept these therapeutic effects as valid endpoints in pivotal clinical trials necessary for market approval. We will also need to demonstrate that our gamma-delta bsTCE product candidates are safe. We do not have data on possible harmful long-term effects of gamma-delta bsTCE product candidates and do not expect to have this data in the near future. As a result, our ability to generate clinical safety and efficacy data sufficient to support submission of a marketing application or commercialization of our gamma-delta bsTCE product candidates is uncertain and is subject to significant risk.

Moreover, actual or perceived safety issues, including adoption of new therapeutics or novel approaches to treatment, may adversely influence the willingness of subjects to participate in clinical trials, or if approved by applicable regulatory authorities, of physicians to subscribe to the novel treatment mechanics. The FDA, EMA or other applicable regulatory authorities may impose specific post-market requirements, such as establishment of a Risk Evaluation and Mitigation Strategy, or REMS, and request additional information informing benefits or risks of our products may emerge at any time prior to or after regulatory approval.

Physicians, hospitals and third-party payors are often slow to adopt new products, technologies and treatment practices that require additional upfront costs and training. Based on these and other factors, hospitals and payors may decide that the benefits of this new therapy do not or will not outweigh its costs.

Clinical product candidate development involves a lengthy and expensive process and involves uncertain outcomes. We may incur additional costs and encounter substantial delays or difficulties in our clinical trials.

We may not commercialize, market, promote or sell any product candidate without obtaining marketing approval from the FDA, EMA or other comparable regulatory authority, and we may never receive such approvals. It is impossible to predict when or if any of our product candidates will prove effective or safe in humans and will receive regulatory approval. Before obtaining marketing approval from regulatory authorities for the sale of our product candidates, we must complete preclinical development and then conduct extensive clinical trials to demonstrate the safety and efficacy of our product candidates in humans. Clinical testing is

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expensive, is difficult to design and implement, can take many years to complete and is uncertain as to outcome.

A failure of one or more clinical trials can occur at any stage of testing. Moreover, preclinical and clinical data are often susceptible to varying interpretations and analyses, and many companies that have believed their product candidates performed satisfactorily in preclinical studies and clinical trials have nonetheless failed to obtain marketing approval of their products. Additionally, our upcoming Phase 1/2a trial for LAVA-051 involves studying a relatively small patient population, which makes it difficult to predict whether the favorable results observed in such clinical trial will be repeated in larger and more advanced clinical trials.

We may experience numerous unforeseen events prior to, during, or as a result of, clinical trials that could delay or prevent our ability to receive marketing approval or commercialize our product candidates, including the following (among other unforeseen events included in this “—Risks related to the development of our product candidates” subsection):

- delays in reaching a consensus with regulatory authorities on the design, location or implementation of our clinical trials;
- delays or setbacks in patient enrollment;
- clinical trials of our product candidates may produce negative or inconclusive results;
- the number of patients required for clinical trials for our product candidates may be larger than we anticipate, enrollment in these clinical trials may be slower than we anticipate or may be lower than we anticipate due to challenges in recruiting and enrolling suitable patients that meet the study criteria, participants may drop out of these clinical trials at a higher rate than we anticipate or the duration of these clinical trials may be longer than we anticipate;
- the impact of the ongoing COVID-19 pandemic, which may slow potential enrollment, reduce the number of eligible patients for clinical trials, or reduce the number of patients that remain in our trials;
- imposition of a clinical hold by regulatory authorities as a result of, among other reasons, a serious adverse event or a failed inspection of our clinical trial operations, trial sites or manufacturing facilities;
- occurrence of serious adverse events associated with the product candidate that are viewed to outweigh its potential benefits; and
- need to conduct additional clinical trials or abandon product development programs.

Any inability to successfully complete preclinical and clinical development could result in additional costs to us or impair our ability to generate revenue from future product sales or other sources. In addition, if we make manufacturing or formulation changes to our product candidates, we may need to conduct additional testing to bridge our modified product candidate to earlier versions. Clinical trial delays could also shorten any periods during which we may have the exclusive right to commercialize our product candidates, if approved, or allow our competitors to bring competing products to market before we do, which could impair our ability to successfully commercialize our product candidates and may harm our business, financial condition, results of operations and prospects.

In addition, the clinical trial requirements of the FDA and other regulatory authorities and the criteria these regulators use to determine the safety and efficacy of a product candidate vary substantially according to the type, complexity, novelty, and intended use and market of the potential products. The regulatory approval process for product candidates such as ours can be more expensive and take longer than for other, better known, or more extensively studied pharmaceutical or other product candidates. Regulatory agencies

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administering existing or future regulations or legislation may not allow production and marketing of products utilizing gene regulation technology in a timely manner or under technically or commercially feasible conditions. Regulatory action or private litigation could result in expenses, delays or other impediments to our research programs or the commercialization of resulting products.

Further, if the results of our clinical trials are inconclusive or if there are safety concerns or serious adverse events associated with our product candidates, we may be delayed in obtaining marketing approval, or not obtain marketing approval at all, obtain approval with labeling that includes significant use or distribution restrictions or safety warnings, and/or have regulatory authorities withdraw or suspend their approval or impose restrictions on distribution in the form of a modified risk evaluation and mitigation strategy, or REMS, among other results. We could also encounter delays if physicians encounter unresolved ethical issues associated with enrolling patients in clinical trials of our product candidates in lieu of prescribing existing treatments that have established safety and efficacy profiles.

Additionally, the FDA, EMA or an independent institutional review board, or IRB, may also suspend our clinical trials at any time if it appears that we or our collaborators are failing to conduct a trial in accordance with regulatory requirements, including the FDA's current Good Clinical Practice, or GCP, regulations, that we are exposing participants to unacceptable health risks, or if the FDA, EMA or other applicable regulatory authority finds deficiencies in our investigational new drug applications, or INDs, or the conduct of these trials. Therefore, we cannot predict with any certainty the schedule for commencement and completion of future clinical trials. If we experience delays in the commencement or completion of our clinical trials, or if we terminate a clinical trial prior to completion, the commercial prospects of our product candidates could be negatively impacted, and our ability to generate revenues from our product candidates may be delayed.

If we are required by the FDA to obtain approval of a companion diagnostic test in connection with approval of any of our product candidates, and we do not obtain, or face delays in obtaining, FDA approval of a diagnostic device, we will not be able to commercialize such product candidate and our ability to generate revenue will be materially impaired.

If safe and effective use of any of our product candidates depends on a diagnostic, known as a companion diagnostic, that is not otherwise commercially available, then the FDA generally will require approval or clearance of that companion diagnostic, at the same time that the FDA approves our product candidates if at all. According to FDA guidance, if the FDA determines that a companion diagnostic device is essential to the safe and effective use of a novel therapeutic product or indication, the FDA generally will not approve the therapeutic product or new therapeutic product indication if the companion diagnostic is not also approved or cleared for that indication. If a satisfactory companion diagnostic is not commercially available, we may be required to create or obtain one that would be subject to regulatory approval requirements. The process of obtaining or creating such diagnostic is time consuming and costly.

Companion diagnostics are developed in conjunction with clinical programs for the associated product and are subject to regulation as medical devices by the FDA and comparable regulatory authorities, and, to date, the FDA has required premarket approval of all companion diagnostics for cancer therapies. The approval of a companion diagnostic as part of the therapeutic product's labeling limits the use of the therapeutic product to only those patients who express the specific genetic alteration that the companion diagnostic was developed to detect.

If the FDA, EMA or a comparable regulatory authority requires approval of a companion diagnostic for any of our product candidates, whether before or after it obtains marketing approval, we, and/or future collaborators, may encounter difficulties in developing and obtaining approval for such product candidate. Any delay or

failure by us or third-party collaborators to develop or obtain regulatory approval of a companion diagnostic could delay or prevent approval or continued marketing of such product candidate.

We may also experience delays in developing a sustainable, reproducible and scalable manufacturing process for the companion diagnostic or in transferring that process to commercial partners or negotiating insurance reimbursement plans, all of which may prevent us from completing our clinical trials or commercializing our product candidate, if approved, on a timely or profitable basis, if at all.

Development of a product candidate intended for use in combination with an already approved therapy may present increased complexity and more or different challenges than development of a product candidate for use as a single agent or monotherapy.

We are developing certain of our product candidates, including LAVA-051, which may be used in combination with approved therapies, which may present additional challenges. We have not studied the benefits and potential challenges or side effects of combination therapies. For example, the FDA, EMA or other comparable regulatory authority may require us to use more complex clinical trial designs, in order to evaluate the contribution of each product and product candidate to any observed effects. It is possible that the results of these trials could show that most or any positive results are attributable to the already approved product. Moreover, following product approval, the FDA, EMA or other comparable regulatory authority may require that products used in conjunction with each other be cross-labeled. To the extent that we do not have rights to already approved products, this may require us to work with another company to satisfy such a requirement. Moreover, developments related to the already approved therapies may impact our clinical trials for the combination as well as our commercial prospects should we receive marketing approval. Such developments may include changes to the approved therapy's safety or efficacy profile, changes to the availability of the approved therapy, and changes to the standard of care.

If we encounter difficulties in enrolling patients in our clinical trials, our clinical development activities could be delayed or otherwise adversely affected.

The timely completion of clinical trials in part depends on patient enrollment, and as such identifying and qualifying patients to participate in our clinical trials is critical to our success. We may encounter difficulties in enrolling a sufficient number of eligible patients to participate in our clinical trials, thereby delaying or preventing development and approval of our product candidates. Even once enrolled, we may be unable to retain a sufficient number of patients to complete any of our trials. Because our focus could include diseases with limited patient populations, there may be limited patient pools from which to draw in order to complete our clinical trials in a timely and cost-effective manner. If any such patient enrolled in any of our clinical trials has to drop out due to pre-existing health issues or due to a serious adverse effect, or otherwise dies, and we are not able to recruit additional patients in a timely manner, or at all, our clinical trials could be delayed or otherwise halted. As such, despite diligent planning of our clinical trials and analysis of their feasibility regarding patient recruitment, we may experience difficulties, delays or inability in patient enrollment in our clinical trials for a variety of reasons, including:

- the size and nature of the patient population;
- limitations caused by COVID-19 or governmental restrictions imposed in response to the pandemic;
- the severity and incidence of the disease under investigation;
- the design of the trial and the complexity for patients and clinical sites;
- the general health condition of the patient and their immune cells broadly;

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- the risk that patients' general health conditions do not allow the conduct of certain study/screening procedures, the manufacture of therapeutic product or application of the appropriate standard-of-care treatment;
- the ability to consistently manufacture gamma-delta bsTCEs in sufficient quantities at sufficient activity to provide a suitable therapeutic dose;
- competing clinical trials in similar indications for other new therapeutics, new combination treatments, or new medicinal products;
- clinicians' and patients' perceptions as to the potential advantages and side effects of the product candidate being studied in relation to other available therapies, including any new drugs or treatments that may be approved or become standard of care for the indications we are investigating;
- the ability to obtain and maintain patient consents due to various reasons, including but not limited to, patients' unwillingness to participate due to the ongoing COVID-19 pandemic;
- the risk that enrolled subjects will drop out or die before completion of the trial;
- the ability to develop and provide appropriate screening, product characterization and release assays;
- patients failing to complete a clinical trial or returning for post-treatment follow-up;
- our ability to manufacture the requisite materials for a patient and clinical trial; and
- inability of clinical sites to enroll patients as health care capacities are required to cope with natural disasters, epidemics or other health system emergencies, such as the evolving COVID-19 pandemic.

Our efforts to build relationships with patient communities may not succeed, which could result in delays in patient enrollment in our clinical trials. Any negative results we may report in clinical trials of our product candidates may make it difficult or impossible to recruit and retain patients in other clinical trials of that same product candidate. Delays or failures in planned patient enrollment or retention may result in increased costs, program delays or both, which could have a harmful effect on our ability to develop our product candidates or could render further development impossible. In addition, we may rely on clinical research organizations, or CROs, and clinical trial sites to ensure proper and timely conduct of our future clinical trials and, while we intend to enter into agreements governing their services, we will be limited in our ability to ensure their actual performance.

Serious adverse events or undesirable or unexpected side effects of our product candidates may be identified during development or after approval, which could lead to the discontinuation of our clinical development programs, refusal by regulatory authorities to approve our product candidates or, if discovered following marketing approval, revocation of marketing authorizations or limitations on the use of our product candidates thereby limiting the commercial potential of such product candidate.

During the conduct of clinical trials, patients report changes in their health, including illnesses, injuries and discomforts, to their doctor. Often, it is not possible to determine whether or not the product candidate being studied caused these conditions. Regulatory authorities may draw different conclusions or require additional testing to confirm these determinations, if they occur. Many times, side effects are only detectable after investigational drugs are tested in large-scale pivotal trials or, in some cases, after they are made available to patients on a commercial scale after approval. If additional clinical experience indicates that any of our product candidates have side effects or cause serious or life-threatening side effects, the development of the product candidate may fail or be delayed, or, if the product candidate has received regulatory approval, such approval may be revoked, which would harm our business, prospects, operating results and financial condition.

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Undesirable side effects caused by our product candidates, implanted devices, delivery methods or dosage levels could cause us or regulatory authorities to interrupt, delay or halt clinical trials and could result in a more restrictive label or the delay or denial of regulatory approval by the FDA, EMA or other comparable regulatory authority. As a result of safety or toxicity issues that we may experience in our clinical trials, we may be placed on clinical hold and not receive approval to market any product candidates, which could prevent us from ever generating revenues or achieving profitability. Results of our trials could reveal an unacceptably high severity and incidence of side effects, or side effects outweighing the benefits of our product candidates. In such an event, our studies could be delayed, suspended or terminated and the FDA, EMA or comparable regulatory authorities could order us to cease further development of or deny approval of our product candidates for any or all targeted indications. The drug-related side effects could affect patient recruitment or the ability of enrolled subjects to complete the trial or result in potential product liability claims.

To date, we have not tested our product candidates on patients. As we continue developing our lead product candidates and initiate clinical trials of our additional product candidates, serious adverse events, or SAEs, undesirable or potentially fatal side effects, cytokine release syndrome, viral infections, relapse of disease or unexpected characteristics may emerge causing us to abandon these product candidates or limit their development to more narrow uses or subpopulations in which the SAEs or undesirable side effects or other characteristics are less prevalent, less severe or more acceptable from a risk-benefit perspective or in which efficacy is more pronounced or durable. Treatment-related side effects could also affect patient recruitment or the ability of enrolled patients to complete the trial or result in potential product liability claims. In addition, these side effects may not be appropriately recognized or managed by the treating medical staff, and inadequate training in recognizing or managing the potential side effects of our product candidates could result in patient injury or death. Should we observe SAEs in our clinical trials or identify undesirable side effects or other unexpected findings, our trials could be delayed or even terminated and our development programs may be halted entirely.

Additionally, if any of our product candidates receives regulatory approval, and we or others later identify undesirable side effects caused by such product, a number of potentially significant negative consequences could result. For example, the FDA could require us to adopt a REMS to ensure that the benefits of treatment with such product candidate outweigh the risks for each potential patient, which may include, among other things, a communication plan to health care practitioners, patient education, extensive patient monitoring or distribution systems and processes that are highly controlled, restrictive and more costly than what is typical for the industry. We or our collaborators may also be required to adopt a REMS or engage in similar actions, such as patient education, certification of health care professionals or specific monitoring, if we or others later identify undesirable side effects caused by any product that we develop alone or with collaborators.

Any of these events could diminish the usage or otherwise limit the commercial success of our product candidates and prevent us from achieving or maintaining market acceptance of the affected product candidate, if approved by applicable regulatory authorities.

The COVID-19 pandemic could continue to adversely impact our business, including our clinical trials, supply chain and business development activities.

In connection with the COVID-19 pandemic, governments have implemented significant measures, including closures of businesses, quarantines, travel restrictions and other social distancing directives, intended to control the spread of the virus. Companies have also taken precautions, such as requiring employees to work remotely, imposing travel restrictions and temporarily closing businesses. In response to these public health directives and orders, we have implemented certain travel restrictions and work-from-home policies for our employees, and as a result we have experienced limitations on employee resources. The effects of government actions and our own policies and those of third parties to reduce the spread of COVID-19 have not significantly

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impacted our activities to date, but they may in the future and may negatively impact productivity and slow down or delay our future clinical trials, preclinical studies and research and development activities, may cause disruptions to our supply chain, to the administrative functions of clinical trial sites and/or to the operations of our other partners, and as a result may impair our ability to execute our programs and/or business development strategy. In the event that government authorities were to enhance current restrictions, our employees who currently are not telecommuting may no longer be able to access our facilities, including our laboratories and our operations may be further limited or curtailed.

Our clinical trials may be affected, directly or indirectly, by the COVID-19 pandemic. As COVID-19 continues to spread, we may experience other disruptions that could severely impact our business, preclinical studies and clinical trials, including:

- delays in receiving approval from local or federal regulatory authorities to initiate our planned clinical trials;
- delays or difficulties in enrolling and maintaining patients in clinical trials;
- delays or difficulties in shipping and delivering in a timely manner supplies, samples or products required for our clinical trials due to the impact of the COVID-19 pandemic on the United States Postal Service, FedEx, United Parcel Service and/or other commercial shipping organizations;
- delays or difficulties in clinical site initiation, including difficulties completing any required contracts, successfully completing Institutional Review Board review in a timely manner, or in recruiting clinical site investigators and clinical site staff;
- disruptions in our supply chain that result in shortages of reagents or materials to conduct our laboratory experiments and/or clinical trials, including PPE;
- changes in local regulations as part of a response to the COVID-19 outbreak which may require us to change the ways in which our clinical trials are conducted, which may result in unexpected costs, or cause us to discontinue the clinical trials altogether;
- diversion of healthcare resources away from the conduct of clinical trials, including the diversion of hospitals serving as our clinical trial sites and hospital staff supporting the conduct of our clinical trials;
- difficulties in recruiting and retaining principal investigators and site staff who, as healthcare providers, may have heightened exposure to COVID-19;
- difficulties in fundraising efforts to support our business;
- delays in the development of product candidates;
- delays or disruptions in manufacturing our product candidates;
- interruption of key clinical trial activities, such as clinical trial site monitoring, manufacturing and equipment maintenance due to limitations on travel or access imposed or recommended by federal or state governments, hospitals, employers and others, or interruption of clinical trial subject visits and study procedures;
- interruption or delays in the operations of the FDA or other regulatory authorities, which may impact review and approval timelines;
- risk that participants enrolled in our clinical trials will acquire COVID-19 while the clinical trial is ongoing, which could result in the reporting of an SAE, potentially including patient deaths, and impact the results of the clinical trial, including by increasing the number of observed adverse events; and

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- refusal of the FDA to accept data from clinical trials in affected geographies.

These and other disruptions in our operations and the global economy could negatively impact our business, operating results and financial condition.

The spread of COVID-19 and actions taken to reduce its spread may also materially affect us economically. While the potential economic impact brought by, and the duration of, the COVID-19 pandemic may be difficult to assess or predict, there have recently been, and could in the future be, significant disruptions of global financial markets, reducing our ability to access capital, which could in the future negatively affect our liquidity and financial position. In addition, the trading prices for other biopharmaceutical companies have been highly volatile as a result of the COVID-19 pandemic. As a result, we may face difficulties raising capital or such capital raises may be on unfavorable terms.

COVID-19 and actions taken to reduce its spread continue to rapidly evolve. The extent to which COVID-19 may impede the development of our product candidates, reduce the productivity of our employees, disrupt our supply chains, delay our clinical trials, reduce our access to capital or limit our business development activities, will depend on future developments, which are highly uncertain and cannot be predicted with confidence. To the extent the COVID-19 pandemic adversely affects our business and financial results, it may also have the effect of heightening many of the other risks described in this “Risk Factors” section, such as those relating to the timing and results of our clinical trials and our financing needs.

Interim, “top-line” and preliminary data from our clinical trials that we announce or publish from time to time may change as more patient data become available and are subject to audit and verification procedures that could result in material changes in the final data.

From time to time, we may publish interim, “top-line” or preliminary data from future clinical trials. Interim, “top-line” or preliminary data from clinical trials that we may complete are subject to the risk that one or more of the clinical outcomes may materially change as patient enrollment continues and more patient data become available. Interim, “top-line” and preliminary data also remain subject to audit and verification procedures that may result in the final data being materially different from the preliminary data we previously published. As a result, interim, “top-line,” and preliminary data should be viewed with caution until the final data are available. Differences between interim, “top-line” and preliminary data and final data could significantly harm our business prospects and may cause the trading price of our common shares to fluctuate significantly.

Further, others, including regulatory agencies, may not accept or agree with our assumptions, estimates, calculations, conclusions or analyses or may interpret or weigh the importance of data differently, which could impact the value of the particular program, the approvability or commercialization of the particular product candidate or product and our business in general. In addition, the information we choose to publicly disclose regarding a particular study or clinical trial is based on what is typically extensive information, and you or others may not agree with what we determine is the material or otherwise appropriate information to include in our disclosure, and any information we determine not to disclose may ultimately be deemed significant with respect to future decisions, conclusions, views, activities or otherwise regarding a particular product candidate or our business. If the interim, “top-line,” or preliminary data that we report differ from actual results, or if others, including regulatory authorities, disagree with the conclusions reached, our ability to obtain approval for and commercialize our product candidates, our business, operating results, prospects or financial condition may be harmed.

We may seek orphan drug designation for some or all of our current or future product candidates, and may be unsuccessful or may be unable to maintain the benefits associated with orphan drug designation, including the potential for supplemental market exclusivity.

We may seek orphan drug designation for one or more of our current or future product candidates. Regulatory authorities in some jurisdictions, including the United States and Europe, may designate drugs or biologics for relatively small patient populations as orphan drugs. Under the Orphan Drug Act, the FDA may grant orphan designation to a drug intended to treat a rare disease or condition, defined as a disease or condition with a patient population of fewer than 200,000 in the United States, or a patient population greater than 200,000 in the United States when there is no reasonable expectation that the cost of developing and making available the drug in the United States will be recovered from sales in the United States for that drug. In the United States, orphan drug designation entitles a party to financial incentives such as opportunities for grant funding towards clinical trial costs, tax advantages and user-fee waivers. After the FDA grants orphan drug designation, the identity of the biologic and its potential orphan use are disclosed publicly by the FDA. Orphan drug designation does not convey any advantage in, or shorten the duration of, the regulatory review and approval process.

If a product that has orphan drug designation subsequently receives the first FDA approval for a particular active ingredient for the disease for which it has such designation, the product is entitled to orphan product exclusivity, which means that the FDA may not approve any other applications, including a BLA, to market the same product for the same indication for seven years, except in limited circumstances such as a showing of clinical superiority to the product with orphan drug exclusivity or if the FDA finds that the holder of the orphan drug exclusivity has not shown that it can assure the availability of sufficient quantities of the orphan drug to meet the needs of patients with the disease or condition for which the drug was designated. As a result, even if one of our product candidates receives orphan exclusivity, the FDA can still approve other products that have a different active ingredient for use in treating the same indication or disease. Further, the FDA can waive orphan exclusivity if we are unable to manufacture sufficient supply of our product.

We may seek orphan drug designation for LAVA-051 and some or all of our other current or future product candidates in additional orphan indications in which there is a medically plausible basis for the use of these product candidates. Even when we obtain orphan drug designation, exclusive marketing rights in the United States may be limited if we seek approval for an indication broader than the orphan designated indication and may be lost if the FDA later determines that the request for designation was materially defective or if we, through our manufacturer, are unable to assure sufficient quantities of the product to meet the needs of patients with the rare disease or condition. In addition, although we intend to seek orphan drug designation for other product candidates, we may never receive these designations. For example, the FDA has expressed concerns regarding the regulatory considerations for orphan drug designation as applied to tissue agnostic therapies, and the FDA may interpret the Federal Food, Drug and Cosmetic Act, and regulations promulgated thereunder, in a way that limits or blocks our ability to obtain orphan drug designation or orphan drug exclusivity, if our product candidates are approved, for our targeted indications.

We may not be able identify or discover other product candidates and may fail to capitalize on programs or product candidates that may present a commercial opportunity or for which there is a likelihood of success.

Our efforts to identify and develop additional product candidates will require substantial technical, financial and human resources, whether or not any product candidates are ultimately identified. We may also broaden the reach of our platform by selectively in-licensing technologies or product candidates. Our efforts may initially show promise in identifying potential product candidates, yet fail to yield product candidates for clinical development, approved products or commercial revenues for many reasons, including the following:

- the methodology used may not be successful in identifying potential product candidates;

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- competitors may develop alternatives that render any product candidates we develop obsolete;
- any product candidates we develop may be covered by third parties' patents or other exclusive rights;
- a product candidate may demonstrate harmful side effects or other characteristics that indicate it is unlikely to be effective or otherwise does not meet applicable regulatory criteria;
- a product candidate may not be capable of being produced in commercial quantities at an acceptable cost, or at all; and
- a product candidate may not be accepted as safe and effective by physicians, patients, the medical community or third-party payors.

We have limited financial and management resources and, as a result, we may forego or delay pursuit of opportunities with other product candidates or for other indications that later prove to have greater market potential. Our resource allocation decisions may cause us to fail to capitalize on viable commercial products, including attractive or profitable market opportunities. If we do not accurately evaluate the commercial potential or target market for a particular product candidate, we may relinquish valuable rights to that product candidate through collaboration, licensing or other royalty arrangements in circumstances under which it would have been more advantageous for us to retain sole development and commercialization rights to such product candidate. In addition, we may not be successful in replicating our approach to product candidate development for other disease indications. If we are unsuccessful in identifying and developing additional product candidates or are unable to do so, our business may be harmed.

We face significant competition, and many of our competitors have substantially greater experience and resources than we have.

The clinical and commercial landscape in the indications we are targeting, as well as in the field of immuno-oncology, is highly competitive. We may face potential competition with respect to our current product candidates and may face competition with respect to any other product candidates that we may seek to develop or commercialize in the future from pharmaceutical and biotechnology companies, academic institutions, government agencies and other public and private research institutions.

Many of our current or potential competitors have greater financial and other resources, larger research and development staffs, and more experienced capabilities in researching, developing and testing products than we do. Many of these companies also have more experience in conducting clinical trials, obtaining FDA and other regulatory approvals, and manufacturing, marketing and distributing therapeutic products. Smaller companies like us may successfully compete by establishing collaborative relationships with larger pharmaceutical companies or academic institutions. Mergers and acquisitions in the pharmaceutical and biotechnology industries may result in even more resources being concentrated among a smaller number of our competitors. Large competitors with greater resources are able to incorporate more quality checks and build greater scale. 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. Furthermore, currently approved products could be discovered to have application for treatment of cancer and other diseases, which could give such products significant regulatory and market timing advantages over any of our product candidates. In addition, large pharmaceutical companies or other companies with greater resources or experience than us may choose to forgo therapy opportunities that would have otherwise been complementary to our product development and collaboration plans. Our competitors may succeed in

developing, obtaining patent protection for, or commercializing their products more rapidly than us, which could result in our competitors establishing a strong market position before we are able to enter the market. A competing company developing or acquiring rights to a more effective therapeutic product for the same diseases targeted by us, or one that offers significantly lower costs of treatment could render our products noncompetitive or obsolete. We may not be successful in marketing any product candidates we may develop against competitors.

Risks related to manufacturing

We rely on third parties for the manufacturing process of our product candidates, and failure by those parties to adequately perform their obligations could harm our business.

We do not currently own any facility that may be used as our clinical or commercial-scale manufacturing and processing facility and expect that we will rely on outside vendors for at least a portion of the manufacturing process of our product candidates that we develop. The facilities used by our contract manufacturers must be approved by the FDA, EMA and other regulatory agencies pursuant to inspections that will be conducted after we submit an application for approval to the FDA, EMA or other regulatory agencies. To the extent that we engage third parties for manufacturing services, we will not control the manufacturing process of, and will be completely dependent on, our contract manufacturing partners for compliance with confidentiality agreements and the cGMP requirements for manufacture of our product candidates. Stability data is collected after subjecting our batches to various conditions, such as refrigeration, room temperature, and high temperatures, and it is possible that impurities, particulates, leachables, microbiology, and/or degradation of the active pharmaceutical ingredients could occur or other issues could be detected. If the stability data is not acceptable, we may need to change our manufacturing process, which could result in a delay and could materially harm our business.

Growth in the costs and expenses of components or raw materials may also adversely influence our business, financial condition and results of operations. Supply sources could be interrupted from time to time and, if interrupted, there is no guarantee that supplies could be resumed (whether in part or in whole) within a reasonable timeframe and at an acceptable cost or at all. Furthermore, subsequent orders of the same supplies may be according to different specifications, which could cause delays in our manufacturing process.

We have not yet caused any product candidates to be manufactured or processed on a commercial scale and may not be able to do so. We will make changes as we work to optimize the manufacturing process, and we cannot be sure that even minor changes in the process will result in products that are capable or safe and effective. If such contract manufacturers cannot successfully manufacture material that conforms to our specifications and the strict regulatory requirements of the FDA, EMA or other regulatory authorities, we will not be able to secure and/or maintain regulatory approval for our product candidates. In addition, we have no control over the ability of third parties to maintain adequate quality control, quality assurance and qualified personnel. If the FDA, EMA or other applicable regulatory authority does not approve these facilities for the manufacture of our product candidates or if it withdraws any such approval in the future, we may need to find alternative manufacturing facilities, which would significantly impact our ability to develop, obtain regulatory approval for or market our product candidates, if approved. Any significant delay in the supply of a product candidate, or the raw material components thereof, for an ongoing clinical trial due to the need to replace a third-party manufacturer could considerably delay completion of our clinical trials, product testing and potential regulatory approval of our product candidates.

We also intend to rely on third-party manufacturers to supply us with additional quantities of our product candidates to be used, if approved, for commercialization. We do not yet have a commercial supply agreement for commercial quantities of product. If we are not able to meet market demand for any approved product, it

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would negatively impact our ability to generate revenue, harm our reputation, and could have an adverse effect on our business and financial condition.

Further, our reliance on third-party manufacturers entails risks to which we would not be subject if we manufactured product candidates ourselves, including:

- inability to meet our product specifications and quality requirements consistently;
- delay or inability to procure or expand sufficient manufacturing capacity;
- issues related to scale-up of manufacturing;
- costs and validation of new equipment and facilities required for scale-up;
- our third-party manufacturers may not be able to execute our manufacturing procedures and other logistical support requirements appropriately;
- our third-party manufacturers may fail to comply with cGMP requirements and other inspections by the FDA, EMA or other comparable regulatory authorities;
- our inability to negotiate manufacturing agreements with third parties under commercially reasonable terms, if at all;
- breach, termination or nonrenewal of manufacturing agreements with third parties in a manner or at a time that is costly or damaging to us;
- reliance on single sources for reagents and components;
- lack of qualified backup suppliers for those components that are currently purchased from a sole or single-source supplier;
- our third-party manufacturers may not devote sufficient resources to our product candidates;
- we may not own, and may not have exclusive rights to, the intellectual property and proprietary rights in any improvements made by our third-party manufacturers in the manufacturing process for our product candidates;
- operations of our third-party manufacturers or suppliers could be disrupted by conditions unrelated to our business or operations, including the bankruptcy of the manufacturer or supplier;
- carrier disruptions or increased costs that are beyond our control; and
- delays or disruptions as a result of the COVID-19 pandemic.

In addition, if we enter into a strategic collaboration with a third party for the commercialization of our current or any future product candidates, we will not be able to control the amount of time or resources that they devote to such efforts. If any strategic collaborator does not commit adequate resources to the marketing and distribution of our current or any future product candidates, it could limit our potential revenues.

Any adverse developments affecting manufacturing operations for our product candidates may result in lot failures, inventory shortages, shipment delays, product withdrawals or recalls or other interruptions in the supply of our drug product which could prevent the administration to patients and delay the development of our product candidates. We may also have to write off inventory, incur other charges and expenses for supply of drug product that fails to meet specifications, undertake costly remediation efforts, or seek more costly manufacturing alternatives.

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Any of these events could lead to clinical trial delays or failure to obtain regulatory approval, or may impact our ability to successfully commercialize our current or any future product candidates once approved. Some of these events could be the basis for FDA, EMA or other regulatory action, including injunction, request for recall, seizure, or total or partial suspension of production.

To date, we have relied on a single-source supplier for bulk drug substance and drug manufacturing. The loss of this supplier or its failure to supply us with bulk drug substance, or BDS, on a timely basis could impair our ability to develop our product candidates or otherwise delay the development process, which could adversely affect our business.

We currently depend on one single-source supplier for BDS. Although we believe that we have a substantial reserve of BDS to support our current clinical trial programs, there can be no assurance that our supply of BDS will not be limited, interrupted, or of satisfactory quality or continue to be available at acceptable prices. Additionally, we do not have any control over the process or timing of the acquisition or manufacture of materials by our supplier, and cannot ensure that it will deliver to us the BDS we order on time, or at all. The loss of BDS provided by this supplier could require us to change the design of our product candidate development process based on the functions, limitations, features and specifications of the replacement.

In addition, the lead time needed to establish a relationship with a new supplier can be lengthy, and we may experience delays in meeting demand in the event we must switch to a new supplier. The time and effort to qualify a new supplier could result in additional costs, diversion of resources or reduced manufacturing yields, any of which would negatively impact our operating results. Our reliance on this single-source supplier exposes us to certain risks, including the following:

- our supplier may cease or reduce production or deliveries, raise prices or renegotiate terms;
- we may be unable to locate a suitable replacement on acceptable terms or on a timely basis, if at all;
- if there is a disruption to our single-source supplier's operations, and if we are unable to enter into arrangements with alternative suppliers, we may need to halt our clinical trial programs;
- delays caused by supply issues may harm our reputation, frustrate our customers and cause them to turn to our competitors for future projects; and
- our ability to develop our product candidates could be materially and adversely impacted if the single-source supplier upon which we rely were to experience a significant business challenge, disruption or failure due to issues such as financial difficulties or bankruptcy, issues relating to other customers such as regulatory or quality compliance issues, or other financial, legal, regulatory or reputational issues.

Moreover, to meet anticipated demand, our single-source supplier may need to increase manufacturing capacity, which could involve significant challenges. This may require us and our supplier to invest substantial additional funds and hire and retain the technical personnel who have the necessary experience. Neither we nor our supplier may successfully complete any required increase to existing manufacturing capacity in a timely manner, or at all.

We and our third-party manufacturers may encounter difficulties in the production of our product candidates. If we encounter any such difficulties, our ability to supply our product candidates for clinical trials or, if approved, for commercial sale could be delayed or halted entirely.

The manufacture of biopharmaceutical products is complex and requires significant expertise and capital investment, including the development of advanced manufacturing techniques and process controls. The process of manufacturing our product candidates is extremely susceptible to product loss due to contamination,

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equipment failure or improper installation or operation of equipment, vendor or operator error, inconsistency in yields, variability in product characteristics and difficulties in scaling the production process. Even minor deviations from normal manufacturing processes could result in reduced production yields, product defects and other supply disruptions. If microbial, viral or other contaminations are discovered in our product candidates or in the manufacturing facilities in which our product candidates are made, such manufacturing facilities may need to be closed for an extended period of time to investigate and remedy the contamination.

All of our bsTCEs are manufactured from a vial of a master cell bank of that antibody's production cell line. We have or intend to have one master cell bank for each bsTCE that was or will be produced and tested in accordance with cGMP and applicable regulations. Any adverse developments affecting manufacturing operations for our product candidates while they are undergoing clinical trials could delay the timeline on which such trials are being conducted. Any adverse developments affecting manufacturing operations for our product candidates, if any are approved, may result in shipment delays, inventory shortages, lot failures, product withdrawals or recalls, or other interruptions in the supply of our products. We may also have to take inventory write-offs and incur other charges and expenses for products that fail to meet specifications as a result of defects or storage over an extended period of time, undertake costly remediation efforts or seek more costly manufacturing alternatives.

Our business involves the use of hazardous materials and we and our third-party manufacturers and suppliers must comply with environmental, health and safety laws and regulations, which can be expensive and restrict or interrupt our business.

Our research and development activities and our third-party manufacturers' and suppliers' activities involve the generation, storage, use and disposal of hazardous materials, including the components of our product candidates, such as genetically modified cells, and other hazardous compounds and wastes. We and our manufacturers and suppliers are subject to environmental, health and safety laws and regulations governing, among other matters, the use, manufacture, generation, storage, handling, transportation, discharge and disposal of these hazardous materials and wastes and worker health and safety. In some cases, these hazardous materials and various wastes resulting from their use are stored at our and our manufacturers' facilities pending their use and disposal. We cannot eliminate the risk of contamination or injury, which could result in an interruption of our commercialization efforts, research and development efforts and business operations, damages and significant cleanup costs and liabilities under applicable environmental, health and safety laws and regulations. We also cannot guarantee that the safety procedures utilized by our third-party manufacturers for handling and disposing of these materials and wastes generally comply with the standards prescribed by these laws and regulations. We may be held liable for any resulting damages costs or liabilities, which could exceed our resources, and state or federal or other applicable authorities may curtail our use of certain materials and/or interrupt our business operations. Furthermore, environmental, health and safety laws and regulations are complex, change frequently and have tended to become more stringent. We cannot predict the impact of such changes and cannot be certain of our future compliance. Failure to comply with these environmental, health and safety laws and regulations may result in substantial fines, penalties or other sanctions. We do not currently carry hazardous waste insurance coverage.

Risks related to the clinical development of our product candidates

We intend to partner with third parties to conduct, supervise and monitor our preclinical studies and clinical trials, and if those third parties perform in an unsatisfactory manner, it may harm our business and delay or impair our ability to obtain regulatory approval or otherwise commercialize our product candidates.

We intend to rely upon CROs to monitor and manage data for our clinical programs, as well as the execution of future preclinical studies. We expect to control only certain aspects of the activities of our third-party service

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providers, including investigators and CROs. Nevertheless, we will be responsible for ensuring that each of our preclinical studies and clinical trials is conducted in accordance with the applicable protocol, legal, regulatory and scientific standards, and our reliance on third parties does not relieve us of our regulatory responsibilities.

We are, and our future CROs will be, required to comply with the good laboratory practices, or GLPs, and GCPs, which are regulations and guidelines enforced by the FDA and comparable regulatory authorities in the form of International Council for Harmonization guidelines for any of our product candidates that are in preclinical and clinical development. The regulatory authorities enforce GCPs through periodic inspections of trial sponsors, principal investigators and clinical trial sites. Although we rely on CROs to conduct GCP-compliant clinical trials, we remain responsible for ensuring that each of our GLP preclinical studies and clinical trials is conducted in accordance with its investigational plan and protocol and applicable laws and regulations. If we or our future CROs fail to comply with GCPs, the clinical data generated in our clinical trials may be deemed unreliable, and the FDA or comparable regulatory authorities may require us to perform additional clinical trials before approving our marketing applications. Accordingly, if CROs fail to comply with these regulations or fail to recruit a sufficient number of subjects, we may be required to repeat clinical trials, which would delay the regulatory approval process.

Further, these investigators and CROs are not our employees and we will not be able to control, other than by contract, the amount of resources, including time, which they devote to our product candidates and clinical trials. If independent investigators or CROs fail to devote sufficient resources to the development of our product candidates, or if their performance is substandard, it may delay or compromise the prospects for approval and commercialization of any product candidates that we develop. In addition, the use of third-party service providers may require us to disclose our proprietary or confidential information to these parties, which could increase the risk that this information will be misappropriated.

Our reliance on third parties to conduct clinical trials will result in less direct control over the management of data developed through clinical trials than would be the case if we were relying entirely upon our own staff. Communicating with CROs and other third parties can be challenging, potentially leading to mistakes as well as difficulties in coordinating activities. Such parties may:

- have staffing difficulties;
- fail to comply with contractual obligations, including with respect to confidentiality;
- experience regulatory compliance issues; or
- undergo changes in priorities or become financially distressed.

These factors may adversely affect the willingness or ability of third parties to conduct our clinical trials and may subject us to unexpected cost increases that are beyond our control. If our future CROs, or hospitals where we conduct our clinical trials, do not successfully carry out their contractual duties or obligations with us or regulatory agencies, fail to meet necessary safety measures and protocols, fail to meet expected deadlines, or fail to comply with regulatory and/or IRB requirements, or if the quality or accuracy of the clinical data they obtain is compromised due to the failure to adhere to our clinical protocols or regulatory requirements or for any other reasons, our clinical trials may be extended, delayed or terminated, and we may not be able to obtain regulatory approval for, or successfully commercialize, any product candidate that we develop. As a result, our financial results and the commercial prospects for any product candidate that we develop would be harmed, our costs could increase, and our ability to generate revenue could be delayed. While we will have agreements governing their activities, our CROs will not be our employees, and we will not control whether or not they devote sufficient time and resources to our future clinical and preclinical programs. These CROs may also have relationships with other commercial entities, including our competitors, for whom they may also be conducting clinical trials, or other drug development activities which could harm our business. We face the risk of potential unauthorized disclosure or misappropriation of our intellectual property and proprietary or confidential

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information by CROs, which may compromise our trade secret protection and allow our potential competitors to access and exploit our proprietary technology.

Additionally, the FDA, EMA or other regulatory authorities may disagree with the sufficiency of our right of reference to the preclinical, manufacturing or clinical data generated by investigator-initiated trials or our interpretation of preclinical, manufacturing or clinical data from these investigator-initiated trials. If so, regulatory authorities may require us to obtain and submit additional preclinical, manufacturing or clinical data before we may initiate further clinical trials and/or obtain any regulatory approvals.

If our relationships with any CROs or hospitals where we conduct our current clinical trials terminate, we may not be able to enter into arrangements with alternative CROs and other third parties or do so on commercially reasonable terms. Switching or adding additional CROs involves substantial cost and requires management time and focus. In addition, there is a natural transition period when a new CRO commences work. As a result, delays occur, which can negatively impact our ability to meet our desired clinical development timelines. While we intend to carefully manage our relationships with our CROs, there can be no assurance that we will not encounter challenges or delays in the future or that these delays or challenges will not have a negative impact on our business, financial condition and prospects.

In addition, principal investigators for our clinical trials may serve as scientific advisors or consultants to us from time to time and receive compensation in connection with such services. Under certain circumstances, we may be required to report some of these relationships to the FDA, EMA or other regulatory authorities, which may conclude that a financial relationship between us and a principal investigator has created a conflict of interest or otherwise affected interpretation of the trial. Such regulatory authority may therefore question the integrity of the data generated at the applicable clinical trial site and the utility of the clinical trial itself may be jeopardized. This could result in a delay in approval, or rejection, of our marketing applications by the applicable regulatory authority and may ultimately lead to the denial of marketing approval of our product candidates.

Our employees, principal investigators, consultants and commercial partners may engage in misconduct or other improper activities, including noncompliance with regulatory standards and requirements and insider trading.

We are exposed to the risk of fraud or other misconduct by our employees, collaborators, principal investigators, consultants, commercial partners and outside actors. Misconduct by these parties could include intentional failures to comply with FDA regulations or the regulations applicable in other jurisdictions, provide accurate information to the FDA and other regulatory authorities, comply with healthcare fraud and abuse laws and regulations in the United States and abroad, report financial information or data accurately or disclose unauthorized activities to us. In particular, sales, marketing and business arrangements in the healthcare industry are subject to extensive laws and regulations intended to prevent fraud, misconduct, kickbacks, self-dealing and other abusive practices. These laws and regulations restrict or prohibit a wide range of pricing, discounting, marketing and promotion, sales commission, customer incentive programs, and other business arrangements. Such misconduct also could involve the improper use of information obtained in the course of clinical trials or interactions with the FDA or other regulatory authorities, which could result in regulatory sanctions and cause serious harm to our reputation. It is not always possible to identify and deter employee misconduct, and the precautions we take to detect and prevent this activity may not be effective in controlling unknown or unmanaged risks or losses or in protecting us from government investigations or other actions or lawsuits stemming from a failure to comply with these laws or regulations. If any such actions are instituted against us and we are not successful in defending ourselves or asserting our rights, those actions could result in significant civil, criminal and administrative penalties, damages, fines, disgorgement, imprisonment, exclusion from participating in government-funded healthcare programs, such as Medicare and Medicaid, additional

reporting requirements and oversight if we become subject to a corporate integrity agreement or similar agreement to resolve allegations of noncompliance with these laws, contractual damages, reputational harm and the curtailment or restructuring of our operations, any of which could have a negative impact on our business, financial condition, results of operations and prospects.

Disruptions at the FDA and other government agencies caused by funding shortages or global health concerns could hinder their ability to hire, retain or deploy key leadership and other personnel, or otherwise prevent new or modified products from being advanced, developed, cleared or approved or commercialized in a timely manner or at all, which could negatively impact our business.

The ability of the FDA to review and approve new products or regulatory submissions can be affected by a variety of factors, including government budget and funding levels, statutory, regulatory, and policy changes, the FDA's ability to hire and retain key personnel and accept the payment of user fees, and other events, such as the ongoing COVID-19 pandemic, that may otherwise affect the FDA's ability to perform routine functions. Average review times at the agency have fluctuated in recent years as a result. In addition, government funding of other government agencies that fund research and development activities is subject to the political process, which is inherently fluid and unpredictable. Disruptions at the FDA and other agencies may also slow the time necessary for new biologics or modifications to cleared or approved biologics to be reviewed and/or approved by necessary government agencies, which would adversely affect our business. For example, over the last several years, including for 35 days beginning on December 22, 2018, the U.S. government has shut down several times and certain regulatory agencies, such as the FDA, have had to furlough critical FDA employees and stop critical activities.

Separately, in response to the COVID-19 pandemic, in March 2020, the FDA announced its intention to postpone most inspections of foreign manufacturing facilities, and on March 18, 2020, the FDA temporarily postponed routine surveillance inspections of domestic manufacturing facilities. Subsequently, on July 10, 2020 the FDA announced its intention to resume certain on-site inspections of domestic manufacturing facilities subject to a risk-based prioritization system. The FDA intends to use this risk-based assessment system to identify the categories of regulatory activity that can occur within a given geographic area, ranging from mission critical inspections to resumption of all regulatory activities. Regulatory authorities outside the United States may adopt similar restrictions or other policy measures in response to the COVID-19 pandemic. If a prolonged government shutdown occurs, or if global health concerns continue to prevent the FDA or other regulatory authorities from conducting their regular inspections, reviews, or other regulatory activities, it could significantly impact the ability of the FDA or other regulatory authorities to timely review and process our regulatory submissions, which could have a material adverse effect on our business.

Risks related to our intellectual property

Licensing of intellectual property is of critical importance to our business and involves complex legal, business and scientific issues. If we breach the license and assignment agreement with Stichting VUmc, or the VUmc Agreement, or any of the other agreements under which we acquire or license intellectual property rights from third parties, or otherwise experience disruptions to our business relationships with our licensors, we could lose the ability to continue the development and commercialization of our product candidates.

The licensing of intellectual property is of critical importance to our business and to our current and future product candidates. We have entered into license agreements and agreements where we have received a contingent assignment to certain patent rights with third parties and we expect to enter into additional such agreements in the future to advance our research or allow commercialization of LAVA-051, LAVA-206x207 or any future product candidates we may develop. These license agreements impose financial and other obligations on us that are relevant to our business and financial operations, and if we fail to comply with our

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obligations under these agreements, including obligations to make various milestone and royalty payments and other obligations, we could lose our rights, or face further liability, under such license agreements. If these agreements are terminated, we could lose intellectual property rights that are important to our business, be liable for damages to such licensors or be prevented from developing and commercializing our product candidates. Termination of these agreements or reduction or elimination of our rights under these agreements may also result in our being required to negotiate new or reinstated agreements with less favorable terms, and it is possible that we may be unable to obtain any such additional licenses at a reasonable cost or on reasonable terms, if at all. In that event, we may be required to expend significant time and resources to redesign our product candidates or the methods for manufacturing them or to develop or license replacement technology, all of which may not be feasible on a technical or commercial basis.

In particular, an important aspect of our platform technology and product candidates derives from rights under the VUmc Agreement. Under the VUmc Agreement, we received a contingent assignment of certain patent rights relevant to LAVA-051 and LAVA-206x207 product candidates. If we fail to meet our obligations under the VUmc Agreement in any material respect, and fail to cure such breach in a timely fashion, then VUmc may terminate the agreement, and we would be obligated to transfer back to VUmc the assigned patent rights. If the VUmc Agreement is terminated, and we lose our intellectual property rights thereunder, this may result in a complete termination of our product development and any commercialization efforts for LAVA-051 or LAVA-206x207. While we would expect to exercise all rights and remedies available to us, including seeking to cure any breach by us, and otherwise seek to preserve our rights under the agreement, we may not be able to do so in a timely manner, at an acceptable cost or at all. For more information on the VUmc Agreement, see the section titled "Business—License Agreements."

License agreements we enter into in the future may not provide exclusive rights to use intellectual property and technology in all relevant fields of use and in all territories in which we may wish to develop or commercialize our technology and products. As a result, we may not be able to prevent competitors from developing and commercializing competitive products in territories included in all of our licenses.

In addition, the research resulting in certain of our in-licensed patent rights may have been funded in part by the U.S. federal or state governments. As a result, the government may have certain rights, including march-in rights, to such patent rights.

Disputes may arise between us and our current or future licensors regarding intellectual property subject to a license agreement, including:

- the scope of rights granted under the license agreement and other interpretation-related issues;
- whether and the extent to which our technology and processes infringe on intellectual property of the licensor that is not subject to the licensing agreement;
- our right to sublicense patents and other rights to third parties;
- our diligence obligations under the license agreement and what activities satisfy those diligence obligations;
- our right to transfer or assign the license;
- the inventorship and ownership of inventions and know-how resulting from the joint creation or use of intellectual property by our licensors and us and our partners; and
- the priority of invention of patented technology.

In addition, the agreements under which we license intellectual property or technology from third parties are complex, and certain provisions in such agreements may be susceptible to multiple interpretations. The

resolution of any contract interpretation disagreement that may arise could narrow what we believe to be the scope of our rights to the relevant intellectual property or technology, or increase what we believe to be our financial or other obligations under the relevant agreement, either of which could significantly harm our business, financial condition, results of operations and prospects. Moreover, if disputes over intellectual property that we have licensed prevent or impair our ability to maintain our current licensing arrangements on commercially acceptable terms, we may be unable to successfully develop and commercialize the affected product candidates, which could significantly harm our competitive position, business, financial condition, results of operations and prospects.

If we are unable to obtain and maintain patent and other intellectual property protection for our product candidates and technology, or if the scope of protection obtained is not sufficiently broad or robust, our competitors could develop and commercialize products and technology similar or identical to ours, and our ability to successfully commercialize our product candidates and technology may be adversely affected.

Our success depends, in large part, on our ability to obtain and maintain patent and other intellectual property protection in the United States and other countries with respect to our product candidates and our technology. We and our licensors have sought, and intend to seek, to protect our proprietary position by filing patent applications in the United States and abroad related to our product candidates and our technology that are important to our business including LAVA-051 and LAVA-206x207. We may also seek to protect our proprietary position by acquiring or in-licensing additional issued patents or pending patent applications from third parties. As of December 31, 2020, we own, co-own or exclusively license two issued U.S. patents, two pending U.S. patent applications, four pending European regional-phase patent applications, four pending PCT patent applications, four issued patents in other territories and 17 pending patent applications in other territories, which are important to the development of our business. For more information relating to our patent portfolio, see the section titled “Business—Intellectual Property.” We also rely on trade secrets, know-how and continuing technological innovation to develop and maintain our proprietary and intellectual property position. If we or our licensors are unable to obtain and maintain intellectual property protection with respect to inventions and technology important to our business, our competitive position, financial condition, results of operations and prospects may be significantly harmed.

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. Since patent applications in the United States and most other countries are confidential for a period of time after filing, and some remain so until issued, we cannot be certain that we or our licensors were the first to file a patent application relating to any particular aspect of a product candidate or technology. As a result of these and other factors, the issuance, scope, validity, enforceability, and commercial value of our patent rights are highly uncertain. Our and our licensors’ pending and future patent applications may not result in patents being issued which 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 United States and other countries may also diminish the value of our patents or narrow the scope of our patent protection.

Pending patent applications cannot be enforced against third parties practicing the technology claimed in such applications unless, and until, patents issue from such applications, and then only to the extent the issued claims cover the technology. Although we enter into non-disclosure and confidentiality agreements with parties who have access to confidential or patentable aspects of our research and development activities, any of these parties may breach the agreements and disclose such activities before a patent application is filed, thereby jeopardizing our ability to seek patent protection.

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Moreover, we may be subject to a third-party pre-issuance submission of prior art or become involved in opposition, derivation, reexamination, inter partes review, post-grant review, interference or other similar proceedings, or litigation, challenging our patent rights or the patent rights of our licensors. The costs of defending our patents or enforcing our proprietary rights in such administrative proceedings or litigation can be substantial and the outcome can be uncertain. An adverse determination in any such submission, 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, regardless of the outcome, it could dissuade companies from collaborating with us to license, develop or commercialize current or future product candidates or could embolden competitors to launch products or take other steps that could disadvantage us in the marketplace or draw us into additional expensive and time-consuming disputes.

The patent prosecution process is expensive, time-consuming and complex, and we may not be able to file, prosecute, maintain, enforce or license all necessary or desirable patent applications at a reasonable cost or in a timely manner or in all jurisdictions where protection may be commercially advantageous. 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.

We or our licensors have not pursued or maintained, and may not pursue or maintain in the future, patent protection for our product candidates in every country or territory in which we may sell our products, if approved. In addition, the laws of some foreign countries do not protect intellectual property rights to the same extent as federal and state laws in the United States. Consequently, we may not be able to prevent third parties from infringing our patents in all countries outside the United States, or from selling or importing products that infringe our patents in and into the United States or other jurisdictions.

Moreover, the coverage claimed in a patent application can be significantly reduced before the patent is issued, and its scope can be reinterpreted after issuance. Even if the patent applications we license or own do issue as patents, they may not issue in a form that will provide us with any meaningful protection, prevent competitors or other third parties from competing with us or otherwise provide us with any competitive advantage. Our competitors or other third parties may be able to circumvent our patents by developing similar or alternative products in a non-infringing manner.

The issuance of a patent is not conclusive as to its inventorship, scope, validity or enforceability, and our patents may be challenged in the courts or patent offices in the United States and abroad. Such challenges may result in loss of exclusivity or in patent claims being narrowed, invalidated or held unenforceable, 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 product candidates. 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 intellectual property may not provide us with sufficient rights to exclude others from commercializing products similar or identical to ours.

In addition, in some circumstances, we may not have the right to control the preparation, filing, prosecution, maintenance, enforcement and defense of patents and patent applications covering technology that we license from third parties. Therefore, these patents and applications may not be prepared, filed, prosecuted, maintained, enforced and defended in a manner consistent with the best interests of our business. If our licensors fail to prosecute, maintain, enforce or defend such patents, are not fully cooperative or disagree with us as to the prosecution, maintenance or enforcement of any patent rights, or lose rights to those patents or patent applications, the rights we have licensed may be reduced or eliminated and our right to develop and commercialize our product candidates that are subject to such license rights could be adversely affected.

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Furthermore, we may develop, acquire or license intellectual property rights that have been generated through the use of U.S. government funding. As a result, the U.S. government may have certain rights, or march-in rights, to such patent rights and technology. When new technologies are developed with U.S. government funding, the U.S. government generally obtains certain rights in any resulting patents, including a non-exclusive, irrevocable, worldwide license authorizing the U.S. government to use the inventions for non-commercial purposes. These rights may permit the government to disclose our confidential information to third parties and to exercise march-in rights to use or allow third parties to use our licensed technology. The U.S. government can exercise its march-in rights if it determines that action is necessary because we fail to achieve practical application of the government-funded technology, because action is necessary to alleviate health or safety needs, to meet requirements of federal regulations, or to give preference to U.S. industry. The U.S. government also has the right to take title to these inventions if the grant recipient fails to disclose the invention to the government or fails to file an application to register the intellectual property within specified time limits. In addition, our rights in such inventions may be subject to certain requirements to manufacture products embodying such inventions in the United States. Any exercise by the government of such rights could harm our competitive position, business, financial condition, results of operations and prospects.

We may also be subject to claims challenging the inventorship or ownership of our patents and other intellectual property. It is possible that we do not perfect our ownership of all patents, patent applications and other intellectual property. This possibility includes the risk that we do not identify all inventors, or identify incorrect inventors, which may lead to claims disputing inventorship or ownership of our patents, patent applications or other intellectual property by former employees or other third parties. There is also a risk that we do not establish an unbroken chain of title from inventors to us. Errors in inventorship or ownership can sometimes also impact priority claims. If we were to lose ability to claim priority for certain patent filings, intervening art or other events may preclude us from issuing patents. Litigation may be necessary to defend against these and other claims challenging inventorship or ownership. If we fail in defending any such claims, in addition to paying monetary damages, we may lose valuable intellectual property rights. Such an outcome could significantly harm our business, financial condition, results of operations and prospects.

Obtaining and maintaining our patent rights depends on compliance with various procedural, document submission, fee payment and other requirements imposed by government patent agencies, and our patent protection could be reduced or eliminated for noncompliance with these requirements.

The United States Patent and Trademark Office, or USPTO, and various foreign governmental patent agencies require compliance with a number of procedural, documentary, fee payment and other similar provisions during the patent application process. In addition, periodic maintenance fees, renewal fees, annuity fees and various other government fees on patents and/or patent applications will have to be paid to the USPTO and various government patent agencies outside the United States over the lifetime of our owned and licensed patents and/or applications and any patent rights we may own or license in the future. We employ reputable law firms and other professionals to help us comply with these requirements and pay these fees when due, and we are also dependent on our licensors to take the necessary action to comply with these requirements with respect to our licensed intellectual property. Noncompliance events that could result in abandonment or lapse of a patent or patent application include, but are not limited to, failure to respond to official actions within prescribed time limits, nonpayment of fees and failure to properly legalize and submit formal documents. If we, our service providers or our licensors fail to maintain the patents and patent applications covering our products or technologies, our patent protection could be reduced or eliminated and we may not be able to stop a competitor from marketing products that are the same as or similar to our product candidates, which would have an adverse effect on our competitive position, business, financial condition, results of operations and prospects. In some cases, an inadvertent lapse can be cured by payment of a late fee or by other means in accordance with the applicable rules. There are situations, however, in which noncompliance can result in

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abandonment or lapse of a patent or patent application, resulting in a partial or complete loss of patent rights in the relevant jurisdiction. In such an event, potential competitors might be able to enter the market and this circumstance could harm our business.

In addition, if we fail to apply for or otherwise fail to obtain applicable patent term extensions or adjustments as a result of such noncompliance, we will have a more limited time during which we can enforce our granted patent rights. In addition, if we are responsible for patent prosecution and maintenance of patent rights in-licensed to us, any of the foregoing could expose us to liability to the applicable patent owner.

Patent terms may be inadequate to protect our competitive position on our product candidates for an adequate amount of time.

Patents have a limited lifespan. In the United States, if all maintenance fees are timely paid, the natural expiration of a patent is generally 20 years from its earliest U.S. non-provisional filing date. Various extensions may be available, but there can be no assurance that any such extensions will be obtained, and the life of a patent, and the protecting it affords, is limited. Given the amount of time required for the development, testing and regulatory review of product candidates such as LAVA-051 and LAVA-206x207, patents protecting such candidates might expire before or shortly after such candidates are commercialized. At the time of expiration of the relevant patents, the underlying technology covered by such patents can be used by any third party, including competitors. As a result, our patent portfolio may not provide us with sufficient rights to exclude others from commercializing products similar or identical to ours.

We expect to seek extensions of patent terms in the United States and, if available, in other countries where we have or may obtain patent rights. Depending upon the timing, duration and specifics of FDA marketing approval of any product candidates we may develop, one or more of our U.S. patents may be eligible for a limited patent term extension under the Drug Price Competition and Patent Term Restoration Act of 1984, or the Hatch-Waxman Amendments. The Hatch-Waxman Amendments permit a patent term extension of up to five years beyond the normal expiration of the patent as compensation for patent term lost during product development and the FDA regulatory review process. However, the extension cannot extend the total patent term beyond 14 years from the date of product approval, and is limited to the approved indication (or any additional indications approved during the period of extension). Furthermore, only one patent per approved product can be extended and only those claims covering the approved product, a method for using it or a method for manufacturing it may be extended. Similar provisions are available in Europe, Japan and other jurisdictions to extend the term of a patent that covers an approved drug, for example, Supplementary Protection Certificates in Europe. In particular, a maximum of five and a half years of supplementary protection can be achieved in Europe for an active ingredient or combinations of active ingredients of a medicinal product protected by a basic patent, if a valid marketing authorization exists (which must be the first authorization to place the product on the market as a medicinal product) and if the product has not already been the subject of supplementary protection. However, the applicable authorities, including the FDA and the USPTO in the United States, and any equivalent regulatory authority in other countries, may not agree with our assessment of whether such extensions are available, and may refuse to grant extensions to our patents, because of, for example, failing to exercise due diligence during the testing phase or regulatory review process, failing to apply within applicable deadlines, failing to apply prior to expiration of relevancy patents or otherwise failing to satisfy applicable requirements, or may grant more limited extensions than we request. If this occurs, the period during which we can enforce our patent rights for the applicable product candidate will be shortened and our competitors may obtain approval to market competing products sooner. Additionally, our competitors may be able to take advantage of our investment in development and clinical trials by referencing our clinical and preclinical data and launch their product earlier than might otherwise be the case, any of which could harm our competitive position, business, financial condition, results of operations and prospects.

Third parties may initiate legal proceedings alleging that we are infringing, misappropriating or otherwise violating their intellectual property or other proprietary rights, the outcome of which would be uncertain and could have a negative impact on the success of our business.

Our commercial success depends, in part, upon our ability and the ability of others with whom we may collaborate to develop, manufacture, market and sell our current and any future product candidates and use our proprietary technologies without infringing, misappropriating or otherwise violating the intellectual property and other proprietary rights of third parties. The biotechnology and pharmaceutical industries are characterized by extensive and complex litigation regarding patents and other intellectual property rights. We may in the future become party to, or be threatened with, adversarial proceedings or litigation regarding intellectual property rights with respect to our current and any future product candidates and technology, including oppositions, interference proceedings, reexaminations, post grant review, inter partes review or derivation proceedings before the USPTO in the United States, or any equivalent regulatory authority in other countries. Third parties may assert infringement claims against us based on existing patents or patents that may be granted in the future, regardless of their merit. There is a risk that third parties may choose to engage in litigation with us to enforce or to otherwise assert their patent rights against us. These proceedings can be expensive and time-consuming, and many of our adversaries in these proceedings may have the ability to dedicate substantially greater resources to prosecuting these legal actions. Even if we believe such claims are without merit, there is no assurance that a court would find in our favor on questions of validity, enforceability, priority or non-infringement. A court of competent jurisdiction could hold that these third-party patents are valid, enforceable and infringed, which could have a negative impact on our ability to commercialize our current and any future product candidates. In order to successfully challenge the validity of any such U.S. patent in federal court, we would need to overcome a presumption of validity. As this is a high burden and requires us to present clear and convincing evidence as to the invalidity of any such U.S. patent claim, there is no assurance that a court of competent jurisdiction would invalidate the claims of any such U.S. patent. Moreover, given the vast number of patents in our field of technology, we cannot be certain that we do not infringe existing patents or that we will not infringe patents that may be granted in the future. Other companies and research institutions have filed, and may file in the future, patent applications related to gamma-delta T cell immunotherapy. Some of these patent applications have already been allowed or issued, and others may issue in the future. While we may decide to initiate proceedings to challenge the validity of these or other patents in the future, we may be unsuccessful, and courts or patent offices in the United States and abroad could uphold the validity of any such patent. Furthermore, because patent applications can take many years to issue and may be confidential for 18 months or more after filing, and because pending patent claims can be revised before issuance, there may be applications now pending which may later result in issued patents that may be infringed by the manufacture, use or sale of our product candidates. Regardless of when filed, we may fail to identify relevant third-party patents or patent applications, or we may incorrectly conclude that a third-party patent is invalid or not infringed by our product candidates or activities. If a patent holder believes that our product candidate infringes its patent, the patent holder may sue us even if we have received patent protection for our technology. Moreover, we may face patent infringement claims from non-practicing entities that have no relevant drug revenue and against whom our own patent portfolio may thus have no deterrent effect. If a patent infringement suit were threatened or brought against us, we could be forced to stop or delay research, development, manufacturing or sales of the drug or product candidate that is the subject of the actual or threatened suit.

If we are found to infringe, misappropriate or otherwise violate a third party's valid and enforceable intellectual property or other proprietary rights, we could be required to obtain a license from such third party to continue developing, manufacturing and marketing our product candidate(s) and technology. Under any such license, we would most likely be required to pay various types of fees, milestones, royalties or other amounts. Moreover, we may not be able to obtain any required license on commercially reasonable terms or at all.

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The licensing or acquisition of third-party intellectual property rights is a competitive area, and more established companies may also pursue strategies to license or acquire third-party intellectual property rights that we may consider attractive or necessary. These established companies may have a competitive advantage over us due to their size, capital resources and greater clinical development and commercialization capabilities. In addition, companies that perceive us to be a competitor may be unwilling to assign or license rights to us. We also may be unable to license or acquire third-party intellectual property rights on terms that would allow us to make an appropriate return on our investment or at all. If we are unable to successfully obtain rights to required third-party intellectual property rights or maintain the existing intellectual property rights we have, we may have to abandon development of the relevant program or product candidate, which could have an adverse effect on our business, financial condition, results of operations and prospects. Furthermore, even if we were able to obtain a license, it could be non-exclusive, thereby giving our competitors and other third parties access to the same technologies licensed to us, and it could require us to make substantial licensing and royalty payments.

We could be forced, including by court order, to cease developing, manufacturing and commercializing the infringing technology or product candidate. In addition, we could be found liable for monetary damages, including treble damages and attorneys' fees, if we are found to have willfully infringed a patent or other intellectual property right. We may also be required to indemnify collaborators or contractors against such claims. A finding of infringement, misappropriation or other violation of third-party intellectual property could prevent us from manufacturing and commercializing our current or any future product candidates or force us to cease some or all of our business operations, which could harm our business.

Even if we are successful in defending against such claims, litigation or other legal proceedings relating to intellectual property claims can be expensive and time-consuming and would divert management's attention from our core business. In addition, the uncertainties associated with litigation could compromise our ability to raise the funds necessary to continue our clinical trials, continue our internal research programs or in-license needed technology. Many of our competitors are larger than we are and have substantially greater resources. They are, therefore, likely to be able to sustain the costs of complex intellectual property litigation or proceedings more effectively than we can because of their greater financial resources and more mature and developed intellectual property portfolios. Furthermore, because of the substantial amount of discovery required in connection with intellectual property litigation, there is a risk that some of our confidential information could be compromised by disclosure during this type of litigation. There could also be public announcements of the results of hearings, motions or other interim proceedings or developments. If securities analysts or investors perceive these results to be negative, it could have an adverse effect on the price of our common 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.

Claims that we have misappropriated the confidential information or trade secrets of third parties could have a similar negative impact on our business, financial condition, results of operations and prospects.

We may be subject to claims asserting that our employees, consultants or advisors have wrongfully used or disclosed alleged trade secrets of their current or former employers or claims asserting ownership of what we regard as our own intellectual property.

Certain of our employees, consultants and advisors are currently, or were previously, employed at universities or other biotechnology or pharmaceutical companies, including our competitors or potential competitors. Although we try to ensure that our employees, consultants and advisors do not use the proprietary information or know-how of others in their work for us, we may be subject to claims that these individuals, or we, have used or disclosed intellectual property, including trade secrets or other proprietary information, of any such individual's current or former employer. Litigation may be necessary to defend against these claims, regardless

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of their merit, and we cannot predict whether we would prevail in any such actions. Our failure in defending any such claims, in addition to paying monetary damages, may cause us to lose valuable intellectual property rights or personnel and may prevent or delay our development and commercialization efforts, which could significantly harm our business, financial condition, results of operation and prospects. Even if we are successful in defending against such claims, litigation could result in substantial costs and be a distraction to management, and may cause negative publicity.

In addition, we may in the future be subject to claims by our former employees or consultants asserting an ownership right in our patents or patent applications, as a result of the work they performed on our behalf. Although it is our policy to require our employees and contractors who may be involved in the conception or development of intellectual property to execute agreements assigning such intellectual property to us, we may be unsuccessful in executing such an agreement with each party who, in fact, conceives or develops intellectual property that we regard as our own, and we cannot be certain that our agreements with such parties will be upheld in the face of a potential challenge. The assignment of intellectual property rights may not be self-executing or the assignment agreements may be breached, for which we may not have an adequate remedy, and we may be forced to bring claims against third parties, or defend claims that they may bring against us, to determine the ownership of what we regard as our intellectual property. Such claims could have an adverse effect on our business, financial condition, results of operations and prospects.

We may be involved in lawsuits to protect or enforce our patents, the patents of our licensors or our other intellectual property or proprietary rights, which could be expensive, time-consuming and unsuccessful.

Competitors or other third parties may infringe, misappropriate or otherwise violate our patents, the patents of our licensors or our other intellectual property or proprietary rights. To counter infringement, misappropriation or unauthorized use, we may be required to file infringement or other intellectual property claims, which can be expensive and time-consuming and are likely to divert significant resources from our core business, including distracting our technical and management personnel from their normal responsibilities. In addition, in a patent infringement proceeding, a court may decide that a patent of ours or our licensors is not valid, is unenforceable, and/or is not infringed, or may refuse to stop the other party from using the technology at issue on the grounds that our owned or licensed patents do not cover the technology in question. An adverse result in any litigation or defense proceedings could put one or more of our owned or licensed patents at risk of being invalidated or interpreted narrowly, and could put our owned or licensed patent applications at risk of not issuing. The initiation of a claim against a third party might also cause the third party to bring counterclaims against us, such as claims asserting that our patent rights are invalid or unenforceable. In patent litigation in the United States, defendant counterclaims alleging invalidity or unenforceability are commonplace. Grounds for a validity challenge could be an alleged failure to meet any of several statutory requirements, including lack of novelty, obviousness, non-enablement or lack of statutory subject matter. Grounds for an unenforceability assertion could be an allegation that someone connected with prosecution of the patent withheld relevant material information from the USPTO, or made a materially misleading statement, during prosecution. Third parties may also raise similar validity claims before the USPTO in post-grant proceedings such as ex parte reexaminations, inter partes review, post-grant review or oppositions, or in similar proceedings outside the United States, in parallel with litigation or even outside the context of litigation. Such proceedings could result in the revocation of, cancellation of, or amendment to our patents in such a way that they no longer cover our technology or platform, or any product candidates that we may develop. The outcome following legal assertions of invalidity and unenforceability is unpredictable. We cannot be certain that there is or will be no invalidating prior art, of which we and the patent examiner were unaware during prosecution. For the patents and patent applications that we have licensed, we may have limited or no right to participate in the defense of any licensed patents against challenge by a third party. If a defendant were to prevail on a legal assertion of invalidity or unenforceability, we would lose at least part, and perhaps all, of any future patent protection on our current or future product candidates. Such a loss of patent protection could harm our business.

We may not be able to prevent, alone or with our licensors, infringement, misappropriation or other violations of our intellectual property and proprietary rights, particularly in countries where the laws may not protect those rights as fully as in the United States. Any litigation or other proceedings to enforce our intellectual property and proprietary rights may fail, and even if successful, may result in substantial costs and distract our management and other employees.

Furthermore, because of the substantial amount of discovery required in connection with intellectual property litigation, there is a risk that some of our confidential information could be compromised by disclosure during this type of litigation. There could also be public announcements of the results of hearings, motions or other interim proceedings or developments. If securities analysts or investors perceive these results to be negative, it could have an adverse effect on the price of our common shares.

We may not have sufficient financial or other resources to adequately conduct such litigation or proceedings. 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 and more mature and developed intellectual property portfolios.

Accordingly, despite our efforts, we may not be able to prevent third parties from infringing, misappropriating or otherwise violating or from successfully challenging our intellectual property and proprietary rights. Uncertainties resulting from the initiation and continuation of patent litigation or other proceedings could have an adverse effect on our ability to compete in the marketplace.

Changes in U.S. patent law or the patent law of other countries or jurisdictions could diminish the value of patents in general, thereby impairing our ability to protect our current and any future product candidates.

Changes in either the patent laws or interpretation of the patent laws in the United States and other countries could increase the uncertainties and costs surrounding the prosecution of patent applications and the enforcement or defense of issued patents. For example, assuming that other requirements for patentability are met, prior to March 2013, in the United States, the first to invent the claimed invention was entitled to the patent, while outside the United States, the first to file a patent application was entitled to the patent. After March 2013, under the Leahy-Smith America Invents Act, or the America Invents Act, the United States transitioned to a first inventor to file system in which, assuming that other requirements for patentability are met, the first inventor to file a patent application will be entitled to the patent on an invention regardless of whether a third party was the first to invent the claimed invention. The America Invents Act also includes a number of significant changes that affect the way patent applications are prosecuted and also may affect patent litigation. These include allowing third-party submission of prior art to the USPTO during patent prosecution and additional procedures to attack the validity of a patent by USPTO-administered post-grant proceedings, including post-grant review, inter partes review, and derivation proceedings. The America Invents 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 an adverse effect on our business, financial condition, results of operations, and prospects.

In addition, the U.S. Supreme Court has ruled on several patent cases in recent years, either narrowing the scope of patent protection available in certain circumstances or weakening the rights of patent owners in certain situations. In addition to increasing uncertainty with regard to our ability to obtain patents in the future, this combination of events has created uncertainty with respect to the value of patents, once obtained. Depending on future actions by the U.S. Congress, the federal courts, and the USPTO, or similar authorities in foreign jurisdictions, the laws and regulations governing patents could change in unpredictable ways that could weaken our ability to obtain new patents or to enforce patents that we own, have licensed or might obtain in the future. Changes in patent law and regulation in other countries or jurisdictions, changes in the

governmental bodies that enforce them or changes in how the relevant governmental authority enforces patent laws or regulations may weaken our ability to obtain new patents or to enforce patents that we own or have licensed or that we may obtain in the future.

We may not be able to protect our intellectual property rights throughout the world, which could negatively impact our business.

Filing, prosecuting and defending patents covering our current and any future product candidates in all countries throughout the world would be prohibitively expensive, and our and our licensors' intellectual property rights in some countries outside the United States may be less extensive than those in the United States. Competitors may use our technologies in jurisdictions where we or our licensors have not obtained patent protection to develop their own products and, further, may export otherwise infringing products to territories where we may obtain patent protection but where patent enforcement is not as strong as that in the United States. These products may compete with our products in jurisdictions where we do not have any issued or licensed patents, and any future patent claims or other intellectual property rights may not be effective or sufficient to prevent them from so competing.

Many companies have encountered significant problems in protecting and defending intellectual property rights in foreign jurisdictions. The legal systems of certain countries, particularly certain developing countries, do not favor the enforcement of patents, trade secrets and other intellectual property protection, particularly those relating to biotechnology products, which could make it difficult for us to stop the infringement, misappropriation or other violation of our or our licensors' patents or marketing of competing products in violation of our intellectual property and proprietary rights generally. Proceedings to enforce our intellectual property and proprietary rights in foreign jurisdictions could result in substantial costs and divert our efforts and attention from other aspects of our business, could put our patents or the patents of our licensors at risk of being invalidated or interpreted narrowly, could put our patent applications or the patent applications of our licensors at risk of not issuing, and could provoke third parties to assert claims against us. We may not prevail in any lawsuits that we initiate, and the damages or other remedies awarded, if any, may not be commercially meaningful. Accordingly, our efforts to enforce our intellectual property and proprietary rights around the world may be inadequate to obtain a significant commercial advantage from the intellectual property that we develop or license.

Many countries have compulsory licensing laws under which a patent owner may be compelled to grant licenses to third parties. In addition, many countries limit the enforceability of patents against government agencies or government contractors. In these countries, the patent owner may have limited remedies, which could materially diminish the value of such patent. If we or any of our licensors is forced to grant a license to third parties with respect to any patents relevant to our business, our competitive position may be impaired, and our business, financial condition, results of operations and prospects may be adversely affected.

Reliance on third parties requires us to share our trade secrets, which increases the possibility that a competitor will discover them or that our trade secrets will be misappropriated or disclosed.

Since we rely on third parties to help us discover, develop and manufacture our current and any future product candidates, or if we collaborate with third parties for the development, manufacturing or commercialization of our current or any future product candidates, we must, at times, share trade secrets with them. We may 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. We seek to protect our proprietary technology in part by entering into confidentiality agreements and, if applicable, material transfer agreements, consulting agreements or other similar agreements with our advisors, employees, third-party contractors and consultants prior to beginning research or disclosing proprietary information. These agreements typically limit

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the rights of the third parties to use or disclose our confidential information, including our 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 could have an adverse effect on our business and results of operations. In addition, from time to time, we may hire scientists or other employees or consultants who originate from jurisdictions, including China, that have a history of engaging in misappropriation or theft of trade secrets or other acts of trade secret espionage. If any such individuals are found to be engaging in such illegal behavior, it could have a material adverse effect on our ability to protect our intellectual property and our business prospects more generally.

In addition, these agreements typically restrict the ability of our advisors, employees, third-party contractors and consultants to publish data potentially relating to our trade secrets. Despite our efforts to protect our trade secrets, we may not be able to prevent the unauthorized disclosure or use of our technical know-how or other trade secrets by the parties to these agreements. Moreover, we cannot guarantee that we have entered into such agreements with each party that may have or have had access to our confidential information or proprietary technology and processes. Monitoring unauthorized uses and disclosures is difficult, and we do not know whether the steps we have taken to protect our proprietary technologies will be effective. If any of the collaborators, scientific advisors, employees, contractors and consultants who are parties to these agreements breaches or violates the terms of any of these agreements, we may not have adequate remedies for any such breach or violation, and we could lose our trade secrets as a result. Moreover, if confidential information that is licensed or disclosed to us by our partners, collaborators, or others is inadvertently disclosed or subject to a breach or violation, we may be exposed to liability to the owner of that confidential information. Enforcing a claim that a third-party illegally or unlawfully obtained and is using our trade secrets, like patent litigation, is expensive and time-consuming, and the outcome is unpredictable. In addition, courts outside the United States are sometimes less willing to protect trade secrets.

If we are unable to protect the confidentiality of our trade secrets, our business and competitive position would be harmed.

In addition to seeking patent protection for our product candidates, we also rely on trade secrets, including unpatented know-how, technology and other proprietary or confidential information, to maintain our competitive position. We seek to protect our trade secrets, in part, by entering into nondisclosure and confidentiality agreements with parties who have access to them, such as our employees, corporate collaborators, CROs, contract manufacturers, consultants, advisors and other third parties. We also enter into confidentiality and invention or patent assignment agreements with our employees, advisors and consultants. Despite these efforts, any of these parties may breach the agreements and disclose our proprietary or confidential information, including our trade secrets. Further, we cannot guarantee that we have entered into such agreements with each party that may have or has had access to our trade secrets or other proprietary information. Monitoring unauthorized uses and disclosures of our intellectual property is difficult, and we do not know whether the steps we have taken to protect our intellectual property will be effective. In addition, we may not be able to obtain adequate remedies for any such breaches. Enforcing a claim that a party illegally disclosed or misappropriated a trade secret is difficult, expensive and time-consuming, and the outcome is unpredictable. In addition, some courts inside and outside the United States are less willing or unwilling to protect trade secrets.

Moreover, our competitors may independently develop knowledge, methods and know-how equivalent to our trade secrets. Competitors could purchase our products and replicate some or all of the competitive advantages

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we derive from our development efforts for technologies on which we do not have patent protection. If any of our trade secrets were to be lawfully obtained or independently developed by a competitor or third party, we would have no right to prevent them, or those to whom they communicate such trade secrets, from using that technology or information to compete with us. If any of our trade secrets were to be disclosed to or independently developed by a competitor, or if we otherwise lose protection for our trade secrets, the value of this information may be greatly reduced and our competitive position would be harmed.

We also seek to preserve the integrity and confidentiality of our data and other confidential information by maintaining physical security of our premises and physical and electronic security of our information technology systems. While we have confidence in these individuals, organizations and systems, agreements or security measures may be breached, and detecting the disclosure or misappropriation of confidential information and enforcing a claim that a party illegally disclosed or misappropriated confidential information is difficult, expensive and time-consuming, and the outcome is unpredictable. Further, we may not be able to obtain adequate remedies for any breach. In addition, our confidential information may otherwise become known or be independently discovered by competitors, in which case 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.

If our trademarks are not adequately protected, then we may not be able to build name recognition in our markets of interest, resulting in harm to our business.

We expect to rely on trademarks as one means to distinguish our product candidates that are approved for marketing from the products of our competitors. We have not yet selected trademarks for our product candidates and have not yet begun the process of applying to register trademarks for any of our current or future product candidates. Once we select trademarks and apply to register them, our trademark applications may not be approved. Third parties may oppose our trademark applications or otherwise challenge our use of the trademarks. In the event that our trademarks are successfully challenged, we could be forced to rebrand our products, which could result in loss of brand recognition and could require us to devote resources to advertising and marketing new brands. Our competitors may infringe our trademarks, or adopt trademarks similar to ours, and there may be trademark infringement claims brought by owners of other registered trademarks or trademarks that incorporate variations of our registered or unregistered trademarks, and we may not have adequate resources to enforce our rights in such trademarks. Over the long term, if we are unable to establish name recognition based on our trademarks, then we may not be able to compete effectively, and our competitive position, business, financial condition, results of operations and prospects may be significantly harmed.

In addition, any proprietary name we propose to use with our current or any other product candidates in the United States must be approved by the FDA, regardless of whether we have registered it, or applied to register it, as a trademark. The FDA typically conducts a review of proposed product names, including an evaluation of the potential for confusion with other product names. If the FDA objects to any of our proposed proprietary product names, we may be required to expend significant additional resources in an effort to identify a suitable proprietary product name that would qualify under applicable trademark laws, not infringe the existing rights of third parties and be acceptable to the FDA.

Intellectual property rights do not necessarily address all potential threats to our business.

The degree of future protection afforded by our intellectual property rights is uncertain because intellectual property rights have limitations and may not adequately protect our business or permit us to maintain our competitive advantage. For example:

- others may be able to make compounds or formulations that are similar to our product candidates but that are not covered by the claims of any patents, should they issue, that we own or license;

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- we or our licensors might not have been the first to make the inventions covered by the issued patents or pending patent applications that we own or license;
- we or our licensors might not have been the first to file patent applications covering certain of our or their inventions;
- others may independently develop similar or alternative technologies or duplicate any of our technologies without infringing our intellectual property rights;
- we or our licensors may not be able to detect infringement of issued patents we own or license;
- it is possible that pending patent applications we own or in-license will not lead to issued patents;
- issued patents that we own or license may not provide us with any competitive advantages, or may be held invalid or unenforceable as a result of legal challenges;
- issued patents that we own or license may not have sufficient term or geographic scope to provide meaningful protection;
- our competitors might conduct research and development activities in the United States and other countries that provide a safe harbor from patent infringement claims for certain research and development activities, as well as in countries where we do not have patent rights, and then use the information learned from such activities to develop competitive drugs for sale in our major commercial markets;
- we may not develop additional proprietary technologies that are patentable;
- the patents of others may have an adverse effect on our business; and
- we may choose not to file a patent in order to maintain certain trade secrets, and a third party may subsequently file a patent covering such intellectual property.

Should any of these events occur, it could significantly harm our business, financial condition, results of operation and prospects.

Risks related to our business operations, employee matters and managing growth

We are highly dependent on the services of our senior management team and if we are not able to retain our current management team or recruit and retain additional management, clinical and scientific personnel, our business will be harmed.

We are highly dependent on senior management team. Each of them may currently terminate their employment with us at any time and will continue to be able to do so after the completion of this offering. The loss of the services of these persons could impede the achievement of our research, development and commercialization objectives.

Recruiting and retaining other senior executives, qualified scientific and clinical personnel and, if we progress the development of any of our product candidates, commercialization, manufacturing and sales and marketing personnel, will be critical to our success. 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 managers 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 of skills and experience required to successfully lead, develop, gain regulatory approval of and commercialize our product candidates. Competition to hire from this

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limited pool is intense, and we may be unable to hire, train, retain or motivate these key personnel on acceptable terms given the competition among numerous pharmaceutical and biotechnology companies for similar personnel. 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 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.

Our future performance will also depend, in part, on our ability to successfully integrate newly hired senior employees into our management team and our ability to develop an effective working relationship among senior management. Our failure to integrate these individuals and create effective working relationships among them and other members of management could result in inefficiencies in the development and commercialization of our product candidates, harming future regulatory approvals, sales of our product candidates and our results of operations. Additionally, we do not maintain "key person" life insurance for any of our executive officers.

We plan to expand our organization, and we may experience difficulties in managing this growth, which could disrupt our operations.

As of December 31, 2020, we had 28 full-time employees. As the clinical development of our product candidates progresses, we also expect to experience significant growth in the number of our employees and the scope of our operations, particularly in the areas of research, drug development, regulatory affairs and, if any of our product candidates receives marketing approval, sales, marketing and distribution. To manage our anticipated future growth, we must continue to implement and improve our managerial, operational and financial systems, expand our facilities, and continue to recruit and train additional qualified personnel. Due to our limited financial resources and the limited experience of our management team in managing a company with such anticipated growth, we may not be able to effectively manage the expansion of our operations or recruit and train additional qualified personnel. The expansion of our operations may lead to significant costs and may divert our management and business development resources. Any inability to manage growth could delay the execution of our business plans or disrupt our operations.

We have entered into a research collaboration and license agreement with Janssen Biotech, Inc. for the development and commercialization of potential product candidates, which may pose a number of risks to our business.

We have entered into a research collaboration and license agreement with Janssen Biotech, Inc., or Janssen, for the potential discovery and development of multi-specific antibody products that are directed to a specified target in all fields of use. Our existing collaboration arrangement may pose a number of risks, including that Janssen:

- may not have sufficient resources or decide not to devote the necessary resources to our collaboration arrangement due to internal constraints such as budget limitations, lack of human resources, or a change in strategic focus;
- may believe our intellectual property is not valid or is unenforceable, or that the product candidate(s) subject to the collaboration arrangement infringes, misappropriates or otherwise violates the intellectual property rights of others;
- may dispute their responsibility to conduct development and commercialization activities, including the payment of related costs or the division of any revenues;
- may decide to pursue a competitive product developed outside of the collaboration arrangement;

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- may not be able to obtain, or believe they cannot obtain, the necessary regulatory approvals or certifications; or
- may delay the development or commercialization of our product candidates in favor of developing or commercializing another party's product candidate.

For more information on the Janssen Agreement, see the section titled "Business—License Agreements."

We may explore strategic collaborations that may never materialize or we may be required to relinquish important rights to and control over the development and commercialization of our product candidates to any future collaborators.

Our business strategy includes broadening our platform by exploring strategic partnerships that maximize the potential of our gamma-delta bsTCE programs. As a result, for some of our product candidates, we may in the future determine to collaborate with additional pharmaceutical and biotechnology companies for development and potential commercialization of one or more therapeutic products. At the current time however, we cannot predict what form such a strategic collaboration might take. We are likely to face significant competition in seeking appropriate strategic collaborators, and strategic collaborations can be complicated and time consuming to negotiate and document.

We may not be able to negotiate strategic collaborations on acceptable terms, if at all. 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. 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 one or more of our other development programs, delay our 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 technology platforms and our business may be materially and adversely affected.

If and when we collaborate with a third party for development and commercialization of a product candidate, we can expect to relinquish some or all of the control over the future success of that product candidate to the third party. We are unable to predict when, if ever, we will enter into any strategic partnerships because of the numerous risks and uncertainties associated with establishing them, including:

- expenditure of substantial operational, financial and management resources;
- dilutive issuances of our securities;
- substantial actual or contingent liabilities; and
- termination or expiration of the arrangement, which would delay the development and may increase the cost of developing our product candidates.

Strategic partners may also delay clinical trials, experience financial difficulties, provide insufficient funding, terminate a clinical trial or abandon a product candidate, which could negatively impact our development efforts. Additionally, strategic partners may not properly maintain, enforce or defend our intellectual property

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rights or may use our proprietary information in a manner that could jeopardize or invalidate our proprietary information or expose us to potential litigation, any of which could adversely affect our business, financial position and operations.

If our therapeutic 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. All of the risks relating to product development, regulatory approval and commercialization described in this prospectus also apply to the activities of our program collaborators. Additionally, subject to its contractual obligations to us, if one of our collaborators is involved in a business combination, the collaborator may deemphasize or terminate the development or commercialization of any product candidate licensed to it by us. If our collaborator terminates its agreement with us, it may find it more difficult to attract new collaborators.

If the security of the personal information that we (or our vendors, collaborators, contractors, or consultants) collect, store or process is compromised or is otherwise accessed without authorization, or if we fail to comply with our commitments and assurances regarding the privacy and security of such information, our reputation may be harmed and we may be exposed to liability and loss of business. Security breaches of our systems (or our vendors', collaborators', contractors', or consultants' systems) could create operational disruptions, compromise the security of personal information, trigger contractual and legal obligations, harm our reputation, subject us to significant liability, and/or adversely affect our business, including the ability to conduct or continue clinical trials, and financial results.

Our internal computer systems, cloud-based computing services and those of our current and any future vendors, collaborators, contractors, or consultants, are vulnerable to damage or interruption from natural disasters, fire, power loss, telecommunications failures, server malfunction, software or hardware failures, traditional computer "hackers," malicious code (such as viruses and worms), phishing attacks, employee theft or misuse, denial-of-service attacks, adware, malware installation, sophisticated nation-state and nation-state supported actors and other cyberattacks. Cyberattacks and other malicious internet-based activity continue to increase in frequency, sophistication and intensity, and are becoming increasingly difficult to detect. Historically, we have not conducted any information security audits or evaluations on our internal computer systems and we cannot guarantee that our or our vendors', collaborators', contractors', or consultants' security measures will be sufficient to protect against unauthorized access to, or other compromise of, our systems and our confidential, financial or proprietary data, including personal information, that is stored in or otherwise processed by such systems. Due to the COVID-19 pandemic, our employees are temporarily working remotely, which may pose additional data security risks. While we have security measures in place designed to protect our confidential and proprietary information and prevent data loss and other security breaches, there can be no assurance that our security measures or those of our third-party service providers that store or otherwise process certain of our confidential, financial or proprietary data on our behalf will be effective in protecting against unauthorized access to our platform or such data, particularly given that our ability to monitor our third-party service providers' data security is limited. The techniques used to sabotage or to obtain unauthorized access to our or our third party service providers' platform, systems, networks and/or physical facilities in which data is stored or through which data is transmitted change frequently, may not be recognized until launched, and can originate from a wide variety of sources, and we and our third-party services providers may be unable to implement adequate preventative measures or stop security breaches while they are occurring. The recovery systems, security protocols, network protection mechanisms and other security measures that we have integrated into our platform, systems, networks and physical facilities, which are designed to protect against, detect and minimize security breaches, may not be adequate to prevent or detect service interruption, system failure or data loss. Our platform, systems, networks, and physical facilities could be breached, or confidential or proprietary information could be otherwise compromised due to employee error

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or malfeasance, if, for example, third parties attempt to fraudulently induce our employees or third-party service providers to disclose information or usernames and/or passwords, or otherwise compromise the security of our platform, networks, systems and/or physical facilities. Third parties may also exploit vulnerabilities in, or obtain unauthorized access to, platforms, systems, networks and/or physical facilities utilized by our third-party service providers.

If a cyberattack or other security incident were to occur and cause interruptions in our operations, it could result in a disruption of our development programs and our business operations, whether due to a loss of our trade secrets or other confidential or proprietary information or other similar disruptions. For example, the loss of clinical trial data could result in delays in our regulatory approval efforts and significantly increase our costs to recover or reproduce the data. Furthermore, if the confidentiality, integrity or availability of personal information stored or otherwise processed by us was disrupted, we could incur significant liability, or our platform, systems or networks may be perceived as less desirable, which could negatively affect our business and damage our reputation. The costs to respond to a security breach and/or to mitigate any security vulnerabilities that may be identified could be significant, our efforts to address these issues may not be successful, and these issues could result in interruptions, delays, cessation of service, negative publicity, loss of public trust, delays in the development and commercialization of our product candidates, as well as other harms to our business and our competitive position. Remediation of a security breach may involve significant time, resources, and expenses. Any security breach may also result in regulatory inquiries or action, litigation, or other investigations, fines, penalties, and damages, any of which can affect our financial and operational condition.

We are required to comply with laws, rules and regulations that require us to maintain the security of personal information that we collect, store, use, disclose and otherwise process, and may have contractual and other legal obligations to notify relevant stakeholders of security breaches. Failure to prevent or mitigate cyberattacks could result in the unauthorized access to our confidential and proprietary data, including personal information. Most jurisdictions have enacted laws requiring companies to notify individuals, regulatory authorities, and others of security breaches involving certain types of data. In addition, our agreements with certain counterparties and partners may require us to notify them in the event of a security breach. Such mandatory disclosures are costly, could lead to negative publicity, may cause the public to lose confidence in the effectiveness of our security measures and require us to expend significant capital and other resources to respond to and/or alleviate problems caused by an actual or perceived security breach.

A security breach may also cause us to breach our contractual obligations. Our agreements with certain counterparties may require us to use industry-standard or reasonable measures to safeguard personal information. A security breach, or our failure to otherwise comply with such contractual obligations, could lead to claims by our contractual counterparties or other relevant stakeholders. In addition, our inability to flow down such contractual obligations to our vendors, collaborators, other contractors, or consultants may also cause us to breach our contracts. As a result, we could be subject to legal action or our contractual counterparties could end their relationships with us. There can be no assurance that the limitations of liability or any indemnification provisions in our contracts would be enforceable or adequate, or would otherwise protect us from liabilities or damages.

Further, security compromises experienced by our collaborators, business partners, patients or employees with respect to data hosted on our platform, internal computer systems, and/or cloud-based computing services, even if caused by third-party misuse or negligence, may lead to loss, unauthorized access, or public disclosures of such data, which could harm our reputation, erode confidence in the effectiveness of our security measures, negatively impact our ability to attract new collaborators or other business relationships, or cause existing contractual counterparties to elect not to renew their agreements with us. We may be subject to indemnity demands, regulatory proceedings, audits, penalties, fines or litigation based on misuse of our platform with

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respect to such sensitive information and defending against such litigation and otherwise addressing such matters may be expensive, cause distraction and result in us incurring liability, all of which may affect our business, results of operations and financial condition. For example, under EU data protection laws, we may be required to notify European Data Protection Authorities and the affected individuals, within strict time periods, about any personal information breaches, and may be subject to significant fines if such breaches are found to have resulted from inadequate security measures. Any data breach by service providers that are acting as data processors and processing personal information on our behalf could also mean that we are subject to these fines and have to comply with the notification obligations set out above.

Unauthorized access to our platform, systems, networks, or physical facilities could result in litigation with our contractual counterparties or other relevant stakeholders, which may adversely affect our business. These proceedings could force us to spend money in defense or settlement, divert management's time and attention, increase our costs of doing business, or adversely affect our reputation. We could be required to fundamentally change our business activities and practices or modify our products and/or platform capabilities in response to such litigation, which could have an adverse effect on our business.

While we maintain general liability insurance coverage and coverage for errors or omissions, we cannot assure you that such coverage will be adequate or otherwise protect us from all liabilities or damages, or all types of liability, with respect to claims associated with security incidents, breaches or other compromises of personal information or that such coverage will continue to be available on acceptable terms or at all. The successful assertion of one or more large claims against us that exceeds our available insurance coverage, or results in changes to our insurance policies (including premium increases or the imposition of large deductible or co-insurance requirements), could have an adverse effect on our business. In addition, we cannot be sure that our existing insurance coverage and coverage for errors and omissions will continue to be available on acceptable terms or that our insurers will not deny coverage as to any future claim. Our risks are likely to increase as we continue to expand, and process, store, and transmit increasingly large amounts of proprietary and sensitive data.

We may be classified as a passive foreign investment company, or PFIC, for U.S. federal income tax purposes, which could result in adverse U.S. federal income tax consequences to U.S. investors in the common shares.

Based on the estimated composition of our income, assets and operations, we do not believe that we were classified as a PFIC for U.S. federal income tax purposes for the taxable year ending December 31, 2020. A non-U.S. company will be considered a PFIC for any taxable year if (i) at least 75% of its gross income is passive income (including interest income), or (ii) at least 50% of the value of its assets (generally based on an average of the quarterly values of the assets during a taxable year) is attributable to assets that produce or are held for the production of passive income. In addition, for purposes of the above calculations, a non-U.S. corporation that directly or indirectly owns at least 25% by value of the shares of another corporation is treated as if it held its proportionate share of the assets and received directly its proportionate share of the income of such other corporation. The value of our assets generally is determined by reference to the market price of our common shares, which may fluctuate considerably. In addition, the composition of our income and assets is affected by how, and how quickly, we spend the cash we raise, including the proceeds from this offering. If we were to be treated as a PFIC for any taxable year during which a U.S. Holder (as defined in the section entitled "Material U.S. Federal Income Tax Considerations for U.S. Holders" hereof) held a common share, certain adverse U.S. federal income tax consequences could apply to such U.S. Holder, including (1) the treatment of all or a portion of any gain on disposition of a common share as ordinary income, (2) the application of an interest charge with respect to such gain and certain dividends and (3) compliance with certain reporting requirements. See the section titled "Material U.S. Federal Income Tax Considerations for U.S. Holders."

If a United States person is treated as owning at least 10% of the value or voting power of our common shares, it may be subject to adverse U.S. federal income tax consequences.

If a U.S. Holder (as defined in the section entitled “Material U.S. Federal Income Tax Considerations for U.S. Holders” hereof) is treated as owning (directly, indirectly or constructively) at least 10% of the value or voting power of our common shares, such U.S. Holder may be treated as a “United States shareholder” with respect to each “controlled foreign corporation” in our group (if any). Because our group includes at least one U.S. subsidiary, if we were to form or acquire any non-U.S. subsidiaries in the future, they may be treated as controlled foreign corporations of any U.S. Holder owning (directly, indirectly or constructively) at least 10% of the value or voting power of our common shares. A United States shareholder of a controlled foreign corporation may be required to report annually and include in its U.S. taxable income its *pro rata* share of certain “Subpart F income,” “global intangible low-taxed income” and investments of earnings in “United States property” by a controlled foreign corporation, regardless of whether the controlled foreign corporation makes any distributions of profits or income to such United States shareholder. An individual that is a United States shareholder with respect to a controlled foreign corporation generally will not be allowed certain tax deductions or foreign tax credits in respect of its income that would be allowed to a United States shareholder that is a U.S. corporation. We cannot provide any assurances that we will assist investors in determining whether any non-U.S. subsidiaries that we may form or acquire in the future would be treated as a controlled foreign corporation or whether such investor would be treated as a United States shareholder with respect to any of such controlled foreign corporations. Further, we cannot provide any assurances that we will furnish to any U.S. shareholder information that may be necessary to comply with the reporting and tax paying obligations discussed above. The Internal Revenue Service, or IRS, has provided limited guidance on situations in which investors may rely on publicly available information to comply with their reporting and taxpaying obligations with respect to foreign-controlled controlled foreign corporations. Failure to comply with these reporting obligations may subject you to significant monetary penalties and may prevent the statute of limitations with respect to your U.S. federal income tax return for the year for which reporting was due from starting. U.S. Holders should consult their tax advisers regarding the potential application of these rules to their investment in our common shares.

Tax authorities may disagree with our positions and conclusions regarding certain tax positions, resulting in unanticipated costs, taxes or non-realization of expected benefits.

A tax authority may disagree with tax positions that we have taken, which could result in increased tax liabilities. For example, the IRS or another tax authority could challenge our allocation of income by tax jurisdiction and the amounts paid between our affiliated companies pursuant to our intercompany arrangements and transfer pricing policies, including amounts paid with respect to our intellectual property development. Similarly, a tax authority could assert that we are subject to tax in a jurisdiction where we believe we have not established a taxable nexus, often referred to as a “permanent establishment” under international tax treaties, and such an assertion, if successful, could increase our expected tax liability in one or more jurisdictions. A tax authority may take the position that material unanticipated income taxes, interest and penalties are payable by us, and we might contest such assessment. Contesting such an assessment may be lengthy and costly and if we were unsuccessful in disputing the assessment, the implications could increase our anticipated effective tax rate, where applicable.

Future changes to tax laws could materially adversely affect our company and reduce net returns to our shareholders.

The tax treatment of the company is subject to changes in tax laws, regulations and treaties, or the interpretation thereof, tax policy initiatives and reforms under consideration and the practices of tax

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authorities in jurisdictions in which we operate, as well as tax policy initiatives and reforms related to the Organization for Economic Co-Operation and Development's, or OECD, Base Erosion and Profit Shifting, or BEPS Project, the work of the OECD/G20 Inclusive Framework on Pillar One and Pillar Two, the European Commission's state aid investigations and other initiatives.

Such changes may include (but are not limited to) the taxation of operating income, investment income, dividends received or (in the specific context of withholding tax) dividends paid. We are unable to predict what tax reform may be proposed or enacted in the future, possibly with retroactive effect, or what effect such changes would have on our business, but such changes, to the extent they are enacted in future tax legislation, regulations, policies or practices, could affect our financial position and overall or effective tax rates in the future in countries where we have operations, reduce post-tax returns to our shareholders, and increase the complexity, burden and cost of tax compliance.

There are risks inherent in our business that may subject us to potential product liability suits and other claims, which may require us to engage in expensive and time-consuming litigation or pay substantial damages and may harm our reputation and reduce the demand for our product.

Our business exposes us to product liability risks, which are inherent in the testing, manufacturing, marketing and sale of biopharmaceutical products. For example, we may be sued if any product we develop allegedly causes or is perceived to cause injury or is found to be otherwise unsuitable during product testing, manufacturing, marketing or sale. Any such product liability claims may include allegations of defects in manufacturing, defects in design, a failure to warn of dangers inherent in the product, negligence, strict liability and a breach or violation of warranties and/or trademarks. Claims could also be asserted under state consumer protection acts. If we cannot successfully defend ourselves against product liability claims, we may incur substantial liabilities or be required to limit commercialization of our products. Even a successful defense would require significant financial and management resources.

Gamma-delta bSTCEs may cause unforeseen harmful side effects, such as CRS and on-target/off-tumor side effects.

Regardless of merit or eventual outcome, product liability or other claims may, among other things, result in:

- decreased demand for any approved products;
- injury to our reputation and significant negative media attention;
- withdrawal of clinical trial participants or cancellation of clinical trials;
- costs to defend the related litigation;
- a diversion of management's time and our resources;
- substantial monetary awards to clinical trial participants or patients;
- regulatory investigations, product recalls, withdrawals or labeling, marketing or promotional restrictions;
- exhaustion of any available insurance and our capital resources;
- loss of revenue;
- a potential decrease in our share price; and
- the inability to commercialize any products we develop.

Our inability to obtain and maintain sufficient product liability insurance at an acceptable cost and scope of coverage to protect against potential product liability claims could prevent or inhibit the commercialization of our products. We obtained product liability insurance covering our clinical trials with policy limits that we believe are customary for similarly situated companies and adequate to provide us with coverage for foreseeable risks. Although we maintain such insurance, any claim that may be brought against us could result in a court judgment or settlement in an amount that is not covered, in whole or in part, by our insurance or that

is in excess of the limits of our insurance coverage. Moreover, in the future, we may not be able to maintain insurance coverage at a reasonable cost or in sufficient amounts to protect us against losses. If we determine that it is prudent to increase our product liability coverage due to the commercial launch of any approved product, we may be unable to obtain such increased coverage on acceptable terms, or at all. Our insurance policies also have various exclusions and deductibles, and we may be subject to a product liability claim for which we have no coverage. We will have to pay any amounts awarded by a court or negotiated in a settlement that exceed our coverage limitations or that are not covered by our insurance, and we may not have, or be able to obtain, sufficient capital to pay such amounts.

Risks related to commercialization and regulatory compliance

The FDA regulatory approval process is lengthy and time-consuming, and we may experience significant delays in the clinical development and regulatory approval of our product candidates.

The research, testing, manufacturing, labeling, approval, selling, import, export, marketing, and distribution of drug products, including biologics, are subject to extensive regulation by the FDA and other regulatory authorities in the United States. We are not permitted to market any biological drug product in the United States until we receive approval of a BLA from the FDA. We have not previously submitted a BLA to the FDA, or similar approval filings to comparable foreign authorities. A BLA must include extensive preclinical and clinical data and sufficient supporting information to establish the product candidate's safety and effectiveness for each desired indication. The BLA must also include significant information regarding the chemistry, manufacturing and controls for the product.

We expect the novel nature of our product candidates to create further challenges in obtaining regulatory approval. For example, the FDA has limited experience with commercial development of allogeneic T cell therapies for cancer. We may also request regulatory approval of future product candidates by target, regardless of cancer type or origin, which the FDA may have difficulty accepting if our clinical trials only involved cancers of certain origins. The FDA may also require a panel of experts, referred to as an Advisory Committee, to deliberate on the adequacy of the safety and efficacy data to support licensure. The opinion of the Advisory Committee, although not binding, may have a significant impact on our ability to obtain licensure of the product candidates based on the completed clinical trials, as the FDA often adheres to the Advisory Committee's recommendations. Accordingly, the regulatory approval pathway for our product candidates may be uncertain, complex, expensive and lengthy, and approval may not be obtained.

We may also experience delays in obtaining regulatory approvals, including but not limited to:

- obtaining regulatory authorization to begin a trial, if applicable;
- redesigning our study protocols and need to conduct additional studies as may be required by a regulator;
- governmental or regulatory delays and changes in regulation or policy relating to the development and commercialization of our product candidate by the FDA or other comparable foreign regulatory authorities;
- the outcome, timing and cost of meeting regulatory requirements established by the FDA, and other comparable foreign regulatory authorities;
- the availability of financial resources to commence and complete the planned trials;
- negotiating the terms of any collaboration agreements we may choose to initiate or conclude;
- reaching agreement on acceptable terms with prospective CROs and clinical trial sites, the terms of which can be subject to extensive negotiation and may vary significantly among different CROs and trial sites;

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- failure of third-party contractors, such as CROs, or investigators to comply with regulatory requirements, including GCPs;
- clinical sites deviating from trial protocol or dropping out of a trial;
- delay or failure in obtaining the necessary approvals from regulators or institutional review boards, or IRBs, in order to commence a clinical trial at a prospective trial site, or their suspension or termination of a clinical trial once commenced;
- Inability to recruit and enroll suitable patients to participate in a trial;
- having patients complete a trial, including having patients enrolled in clinical trials dropping out of the trial before the product candidate is manufactured and returned to the site, or return for post-treatment follow-up;
- difficulty in having patients complete a trial or return for post-treatment follow-up;
- addressing any patient safety concerns that arise during the course of a trial;
- inability to add new clinical trial sites;
- varying interpretations of the data generated from our preclinical or clinical trials;
- the cost of defending intellectual property disputes, including patent infringement actions brought by third parties;
- the effect of competing technological and market developments;
- the cost and timing of establishing, expanding and scaling manufacturing capabilities;
- inability to manufacture, or obtain from third parties, sufficient quantities of qualified materials under cGMPs, for the completion in pre-clinical and clinical studies;
- problems with biopharmaceutical product candidate storage, stability and distribution resulting in global supply chain disruptions;
- the cost of establishing sales, marketing and distribution capabilities for any product candidate for which we may receive regulatory approval in regions where we choose to commercialize our products on our own; or
- potential unforeseen business disruptions or market fluctuations that delay our product development or clinical trials and increase our costs or expenses, such as business or operational disruptions, delays, or system failures due to malware, unauthorized access, terrorism, war, natural disasters, strikes, geopolitical conflicts, restrictions on trade, import or export restrictions, or public health crises, such as the current COVID-19 pandemic.

We could also encounter delays if physicians encounter unresolved ethical issues associated with enrolling patients in clinical trials of our product candidates in lieu of prescribing existing treatments that have established safety and efficacy profiles. Further, a clinical trial may be suspended or terminated by us, the IRBs for the institutions in which such trials are being conducted or by the FDA or other regulatory authorities due to a number of factors, including failure to conduct the clinical trial in accordance with regulatory requirements or our clinical protocols, inspection of the clinical trial operations or trial site by the FDA or other regulatory authorities resulting in the imposition of a clinical hold, safety issues or adverse side effects, failure to demonstrate a benefit from using a product candidate, changes in governmental regulations or administrative actions, lack of adequate funding to continue the clinical trial, or based on a recommendation by the Data

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Safety Monitoring Committee. If we experience termination of, or delays in the completion of, any clinical trial of our product candidates, the commercial prospects for our product candidates will be harmed, and our ability to generate product revenue will be delayed. In addition, any delays in completing our clinical trials will increase our costs, slow down our product development and approval process and jeopardize our ability to commence product sales and generate revenue.

Many of the factors that cause, or lead to, a delay in the commencement or completion of clinical trials may ultimately lead to the denial of regulatory approval of our product candidates.

Even if we obtain regulatory approvals for our product candidates, they will remain subject to ongoing regulatory oversight.

Even if we obtain regulatory approvals for our product candidates, such approvals will be subject to ongoing regulatory requirements for manufacturing, labeling, packaging, storage, advertising, promotion, sampling, record keeping and submission of safety and other post-market information. Any regulatory approvals that we receive for our product candidates may also be subject to a REMS, to limitations on the approved indicated uses for which the product candidate may be marketed or to the conditions of approval, or may contain requirements for potentially costly post-marketing testing, including Phase 4 trials, and for surveillance to monitor the quality, safety and efficacy of the product candidate. Such regulatory requirements may differ from country to country depending on where we have received regulatory approval.

In addition, product candidate manufacturers and their facilities are subject to payment of user fees and continual review and periodic inspections by the FDA and other regulatory authorities for compliance with cGMP requirements and adherence to commitments made in the BLA or foreign marketing application. If we, or a regulatory authority, discover previously unknown problems with a product candidate, such as adverse events of unanticipated severity or frequency, or problems with the facility where the product candidate is manufactured or if a regulatory authority disagrees with the promotion, marketing or labeling of that product candidate, a regulatory authority may impose restrictions relative to that product candidate, the manufacturing facility or us, including requesting a recall or requiring withdrawal of the product candidate from the market or suspension of manufacturing.

If we fail to comply with applicable regulatory requirements following approval of our product candidates, a regulatory authority may, among other things, issue warning letters or untitled letters, mandate modifications to promotional materials or require us to provide corrective information to healthcare practitioners, or require other restrictions on the labeling or marketing of such products, require us to enter into a consent decree, which can include imposition of various fines, reimbursements for inspection costs, required due dates for specific actions and penalties for noncompliance, seek an injunction or impose administrative, civil or criminal penalties or monetary fines, suspend or modify any ongoing clinical trials, or suspend, modify withdraw regulatory approval or restrict the marketing or manufacturing of the product candidate.

Moreover, the FDA and other regulatory authorities strictly regulate the promotional claims that may be made about biologic products. In particular, a product may not be promoted for uses that are not approved by the FDA as reflected in the product's approved labeling. The FDA and other agencies actively enforce the laws and regulations prohibiting the promotion of off-label uses, and a company that is found to have improperly promoted off-label uses may be subject to significant civil, criminal and administrative penalties.

Any government investigation of alleged violations of law could require us to expend significant time and resources in response and could generate negative publicity. The occurrence of any event or penalty described above may inhibit our ability to commercialize our product candidates and harm our business, financial condition, results of operations and prospects.

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The FDA's and other regulatory authorities' policies may change and additional government regulations may be enacted that could prevent, limit or delay regulatory approval of our product candidates.

We cannot predict the likelihood, nature or extent of government regulation that may arise from future legislation or administrative or executive action, either in the United States or abroad.

Even if any product candidate receives marketing approval, it may fail to achieve market acceptance by physicians, patients, third-party payors or others in the medical community necessary for commercial success.

Even if any product candidate receives marketing approval, it may fail to gain market acceptance by physicians, patients, third-party payors and others in the medical community. If any such product candidate does not achieve an adequate level of acceptance, we may not generate significant product revenue and may not become profitable. The degree of market acceptance of any product candidate, if approved for commercial sale, will depend on a number of factors, including but not limited to:

- the cost, efficacy, safety profile, convenience, ease of administration and other potential advantages compared to alternative treatments and therapies;
- the willingness of the target patient population to try new therapies and of physicians to prescribe these therapies;
- the strength of our relationships with patient communities;
- the availability of third-party coverage and adequate reimbursement and patients' willingness to pay out-of-pocket in the absence of such coverage and adequate reimbursement;
- the prevalence and severity of any side effects; and
- any restrictions on the use of the product candidate together with other medications.

Our efforts to educate physicians, patients, third-party payors and others in the medical community on the benefits of our product candidates may require significant resources and may never be successful. Such efforts may require more resources than are typically required due to the complexity and uniqueness of our product candidates. Because we expect sales of our product candidates, if approved, to generate substantially all of our revenues for the foreseeable future, the failure of our product candidates to find market acceptance would harm our business.

Because we are subject to environmental, health and safety laws and regulations, we may become exposed to liability and substantial expenses in connection with environmental compliance or remediation activities which may adversely affect our business and financial condition.

Our operations, including our research, development, testing and manufacturing activities, are subject to numerous environmental, health and safety laws and regulations. These laws and regulations govern, among other things, the controlled use, handling, release and disposal of, and the maintenance of a registry for, hazardous materials and biological materials, such as chemical solvents, human cells, carcinogenic compounds, mutagenic compounds and compounds that have a toxic effect on reproduction, laboratory procedures and exposure to blood-borne pathogens. If we fail to comply with such laws and regulations, we could be subject to fines or other sanctions. Although we believe our procedures for using, handling, storing and disposing of these materials comply with legally prescribed standards, we cannot completely eliminate the risk of contamination or injury resulting from hazardous and biological materials. As a result of any such contamination or injury, we may incur liability or local, city, state or federal authorities may curtail the use of these materials and interrupt our business operations. In the event of an accident, we could be held liable for damages or penalized with fines, and the liability could exceed our resources.

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As with other companies engaged in activities similar to ours, we face a risk of environmental liability inherent in our current and historical activities, including liability relating to releases of or exposure to hazardous or biological materials. Environmental, health and safety laws and regulations are becoming more stringent. We may be required to incur substantial expenses in connection with future environmental compliance or remediation activities, in which case, our production and development efforts may be interrupted or delayed and our financial condition and results of operations may be materially adversely affected.

We expect that the product candidates we develop will be regulated as biologics, and therefore they may be subject to competition sooner than anticipated.

The Biologics Price Competition and Innovation Act of 2009, or BPCIA, was enacted as part of the Affordable Care Act to establish an abbreviated pathway for the approval of biosimilar and interchangeable biological products. The regulatory pathway establishes legal authority for the FDA to review and approve biosimilar biologics, including the possible designation of a biosimilar as “interchangeable” based on its similarity to an approved biologic. Under the BPCIA, an application for a biosimilar product cannot be approved by the FDA until 12 years after the reference product was approved under a BLA. The law is complex and is still being interpreted and implemented by the FDA. As a result, its ultimate impact, implementation, and meaning are subject to uncertainty. While it is uncertain when processes intended to implement BPCIA may be fully adopted by the FDA, any of these processes could have a material adverse effect on the future commercial prospects for our biological products.

We believe that any of the product candidates we develop that is approved in the United States as a biological product under a BLA should qualify for the 12-year period of exclusivity. However, there is a risk that this exclusivity could be shortened due to congressional action or otherwise, or that the FDA will not consider the subject product candidates to be reference products for competing products, potentially creating the opportunity for generic competition sooner than anticipated. Moreover, the extent to which a biosimilar, once approved, will be substituted for any one of the reference products in a way that is similar to traditional generic substitution for non-biological products is not yet clear, and will depend on a number of marketplace and regulatory factors that are still developing.

In addition, the approval of a biologic product biosimilar to one of our products could have a material adverse impact on our business as it may be significantly less costly to bring to market and may be priced significantly lower than our products.

European drug marketing and reimbursement regulations may materially affect our ability to market and receive coverage for our products in the European member states.

We intend to seek approval to market our product candidate in the United States as well as select foreign jurisdictions. If we obtain approval in one or more foreign jurisdictions for our product candidates, we will be subject to rules and regulations in those jurisdictions. In some foreign countries, particularly those in Europe, the pricing of biologics is subject to governmental control and other market regulations which could put pressure on the pricing and usage of our product candidate. In these countries, pricing negotiations with governmental authorities can take considerable time after obtaining marketing approval of a product candidate. In addition, market acceptance and sales of our product candidate will depend significantly on the availability of adequate coverage and reimbursement from third-party payors for our product candidate and may be affected by existing and future health care reform measures.

Much like the Anti-Kickback Statute prohibition in the United States, the provision of benefits or advantages to physicians to induce or encourage the prescription, recommendation, endorsement, purchase, supply, order or use of medicinal products is also prohibited in Europe. The provision of benefits or advantages to physicians is

governed by the national anti-bribery laws of European Union member states. Infringement of these laws could result in substantial fines and imprisonment.

Payments made to physicians in certain European Union member states must be publicly disclosed. Moreover, agreements with physicians often must be the subject of prior notification and approval by the physician's employer, his or her competent professional organization and/or the regulatory authorities of the individual European Union member states. These requirements are provided in the national laws, industry codes or professional codes of conduct, applicable in the European Union Member States. Failure to comply with these requirements could result in reputational risk, public reprimands, administrative penalties, fines or imprisonment.

In addition, in most foreign countries, including in Europe, the proposed pricing for a drug must be approved before it may be lawfully marketed. The requirements governing drug pricing and reimbursement vary widely from country to country. For example, the European Union provides options for its member states to restrict the range of medicinal products for which their national health insurance systems provide reimbursement and to control the prices of medicinal products for human use. Reference pricing used by various European Union member states and parallel distribution, or arbitrage between low-priced and high-priced member states, can further reduce prices. A member state may approve a specific price for the medicinal product, or it may instead adopt a system of direct or indirect controls on the profitability of the company placing the medicinal product on the market. In some countries, we may be required to conduct a clinical study or other studies that compare the cost-effectiveness of our product candidate to other available therapies in order to obtain or maintain reimbursement or pricing approval. There can be no assurance that any country that has price controls or reimbursement limitations for pharmaceutical products will allow favorable reimbursement and pricing arrangements for our product. Historically, products launched in the European Union do not follow price structures of the United States and generally prices tend to be significantly lower. Publication of discounts by third-party payors or authorities may lead to further pressure on the prices or reimbursement levels within the country of publication and other countries. If pricing is set at unsatisfactory levels or if reimbursement of our products is unavailable or limited in scope or amount, our revenues from sales by us or our strategic partners and the potential profitability of our product candidate in those countries would be negatively affected.

If we are unable to establish sales and marketing capabilities or enter into agreements with third parties to market and sell our product candidates, we may not be successful in commercializing them, if and when they are approved.

To successfully commercialize any product candidate that may result from our development programs, we will need to build out our sales and marketing capabilities, either on our own or with others. The establishment and development of our own commercial team or the establishment of a contract sales force to market any product candidate we may develop will be expensive and time-consuming and could delay any product launch. Moreover, we cannot be certain that we will be able to successfully develop this capability. We may seek to enter into collaborations with other entities to utilize their established marketing and distribution capabilities, but we may be unable to enter into such agreements on favorable terms, if at all. If any current or future collaborators do not commit sufficient resources to commercialize our product candidates, or we are unable to develop the necessary capabilities on our own, we may be unable to generate sufficient revenue to sustain our business. We compete with many companies that currently have extensive, experienced and well-funded marketing and sales operations to recruit, hire, train and retain marketing and sales personnel. We will likely also face competition if we seek third parties to assist us with the sales and marketing efforts of our product candidates. Without an internal team or the support of a third party to perform marketing and sales functions, we may be unable to compete successfully against these more established companies.

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Our relationships with customers, physicians, and third-party payors are subject, directly or indirectly, to federal and state healthcare fraud and abuse laws, including anti-kickback and false claims laws, transparency laws, local and foreign environmental and safety laws, and other healthcare laws and regulations. If we are unable to comply, or have not fully complied, with such laws, we could face substantial penalties.

Healthcare providers, including physicians, and third-party payors in the United States and elsewhere will play a primary role in the recommendation and prescription of any product candidates for which we obtain marketing approval. Our current and future arrangements with healthcare professionals, principal investigators, consultants, customers and third-party payors subject us to various federal and state fraud and abuse laws and other healthcare laws, including, without limitation, the federal Anti-Kickback Statute, the federal civil and criminal false claims laws and the law commonly referred to as the Physician Payments Sunshine Act and regulations. For additional information on the healthcare laws and regulations that we may be subject to, see section titled “Business—Government Regulation and Product Approval.”

Ensuring that our business arrangements with third parties comply with applicable healthcare laws and regulations will likely be costly. It is possible that governmental authorities will conclude that our business practices, including our relationships with physicians, some of whom are compensated with a stipend or share options for services performed for the Company, 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 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, disgorgement, imprisonment, exclusion from participating in government-funded healthcare programs, such as Medicare and Medicaid, additional reporting requirements and oversight if we become subject to a corporate integrity agreement or similar agreement to resolve allegations of noncompliance with these laws, contractual damages, reputational harm and the curtailment or restructuring of our operations. If the physicians or other providers or entities with whom we expect to do business are found not to be in compliance with applicable laws, they may be subject to significant criminal, civil or administrative sanctions, including exclusions from government-funded healthcare programs.

Litigation or other legal proceedings relating to healthcare laws and regulations 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. If securities analysts or investors perceive these results to be negative, it could have a substantial adverse effect on the price of our common shares. Such litigation or proceedings could substantially increase our operating losses and reduce the resources available for development, manufacturing, sales, marketing or distribution activities. Uncertainties resulting from the initiation and continuation of litigation or other proceedings relating to applicable healthcare laws and regulations could have an adverse effect on our ability to compete in the marketplace.

Coverage and adequate reimbursement may not be available for our product candidates, which could make it difficult for us to sell profitably, if approved.

Market acceptance and sales of any product candidates that we commercialize, if approved, will depend in part on the extent to which reimbursement for these products and related treatments will be available from third-party payors, including government health administration authorities, managed care organizations and other private health insurers. Third-party payors decide which therapies they will pay for and establish reimbursement levels. While no uniform policy for coverage and reimbursement exists in the United States, third-party payors often rely upon Medicare coverage policy and payment limitations in setting their own coverage and reimbursement policies. However, decisions regarding the extent of coverage and amount of reimbursement to be provided for any product candidates that we develop will be made on a payor-by-payor

basis. Therefore, one payor's determination to provide coverage for a product does not assure that other payors will also provide coverage, and adequate reimbursement, for the product. Additionally, a third-party payor's decision to provide coverage for a therapy does not imply that an adequate reimbursement rate will be approved. Each payor determines whether or not it will provide coverage for a therapy, what amount it will pay the manufacturer for the therapy, and on what tier of its formulary it will be placed. The position on a payor's list of covered products, or formulary, generally determines the co-payment that a patient will need to make to obtain the therapy and can strongly influence the adoption of such therapy by patients and physicians. Patients who are prescribed treatments for their conditions and providers prescribing such services generally rely on third-party payors to reimburse all or part of the associated healthcare costs. Patients are unlikely to use our products unless coverage is provided and reimbursement is adequate to cover a significant portion of the cost of our products.

Third-party payors have attempted to control costs by limiting coverage and the amount of reimbursement for particular medications. Currently, in the allogeneic transplant setting, reimbursement is often made based on a capitated payment system, and obtaining reimbursement for our products may be particularly difficult because of the higher prices often associated with drugs administered under the supervision of a physician. Therefore, our product candidates may not be reimbursed separately but their cost may instead be bundled as part of a capitated payment received by the provider for the procedure only. We cannot be sure that the clinical results of our trials will be sufficient or meaningful to convince hospitals and/or clinicians to utilize our product or to get third-party payors to change reimbursement to separate outside of the current bundle. A decision by a third-party payor not to cover or separately reimburse for our product candidates or procedures using our product candidates, could reduce physician utilization of our products once approved. We cannot be sure that coverage and reimbursement will be available for any product that we commercialize and, if reimbursement is available, what the level of reimbursement will be. Inadequate coverage and reimbursement may impact the demand for, or the price of, any product for which we obtain marketing approval. Additionally, any companion diagnostic test that we develop will be required to obtain coverage and reimbursement separate and apart from the coverage and reimbursement we seek for our product candidates, if approved. If coverage and adequate reimbursement are not available, or are available only at limited levels, we may not be able to successfully commercialize any product candidates that we develop.

Healthcare legislative reform measures may have a negative impact on our business and results of operations.

In the United States and some foreign jurisdictions, there have been, and continue to be, legislative and regulatory changes and proposed changes regarding the healthcare system that could prevent or delay marketing approval of product candidates, restrict or regulate post-approval activities, and affect our ability to profitably sell any product candidates for which we obtain marketing approval. In particular, there have been and continue to be a number of initiatives at the federal and state levels in the United States that seek to reduce healthcare costs and improve the quality of healthcare.

For example, in March 2010, the Patient Protection and Affordable Care Act of 2010, as amended by the Health Care and Education Reconciliation Act of 2010, or, collectively, the ACA, was passed, which substantially changed the way healthcare is financed by both governmental and private payors in the United States. Since its enactment, however, there have been executive, judicial and Congressional challenges to the ACA. For example, legislation enacted in 2017, informally titled the Tax Cuts and Jobs Act, or the Tax Act includes a provision that repealed, effective January 1, 2019, the tax-based shared responsibility payment imposed by the ACA on certain individuals who fail to maintain qualifying health coverage for all or part of a year, which is commonly referred to as the "individual mandate." In addition, the 2020 federal spending package permanently eliminated, effective January 1, 2020, the ACA-mandated "Cadillac" tax on high-cost employer-sponsored health coverage and medical device tax and, effective January 1, 2021, also eliminates the health insurer tax.

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On December 14, 2018, a U.S. District Court Judge in the Northern District of Texas, or Texas District Court Judge, ruled that the individual mandate is a critical and inseparable feature of the ACA, and therefore, because it was repealed as part of the Tax Act, the remaining provisions of the ACA are invalid as well. Additionally, on December 18, 2019, the U.S. Court of Appeals for the 5th Circuit upheld the District Court ruling that the individual mandate was unconstitutional and remanded the case back to the District Court to determine whether the remaining provisions of the ACA are invalid as well. The United States Supreme Court is currently reviewing this case, although it remains unclear when or how the Supreme Court will rule. Although the Supreme Court has not yet ruled on the constitutionality of the ACA, on January 28, 2021, President Biden issued an executive order to initiate a special enrollment period from February 15, 2021 through May 15, 2021 for purposes of obtaining health insurance coverage through the ACA marketplace. The executive order also instructs certain governmental agencies to review and reconsider their existing policies and rules that limit access to healthcare, including among others, reexamining Medicaid demonstration projects and waiver programs that include work requirements, and policies that create unnecessary barriers to obtaining access to health insurance coverage through Medicaid or the ACA. It is also unclear how other challenges to the ACA and the healthcare reform measures of the Biden administration will impact the ACA or our business.

Other legislative changes have been proposed and adopted since the ACA was enacted. These changes include aggregate reductions to Medicare payments to providers of 2% per fiscal year pursuant to the Budget Control Act of 2011, which began in 2013, and due to subsequent legislative amendments to the statute, including the BBA, which will remain in effect through 2030, with a temporary suspension from May 1, 2020 through March 31, 2021, unless additional Congressional action is taken. The American Taxpayer Relief Act of 2012, among other things, further reduced Medicare payments to several providers, including hospitals and cancer treatment centers, and increased the statute of limitations period for the government to recover overpayments to providers from three to five years.

Additional changes that may affect our business include the expansion of new programs such as Medicare payment for performance initiatives for physicians under the Medicare Access and CHIP Reauthorization Act of 2015. At this time, it is unclear how the introduction of the Medicare quality payment program will impact overall physician reimbursement.

Further, in the United States there has been heightened governmental scrutiny over the manner in which manufacturers set prices for their marketed products, which has resulted in several Congressional inquiries and proposed and enacted federal and state legislation designed to, among other things, bring more transparency to drug pricing, reduce the cost of prescription drugs under government payor programs, and review the relationship between pricing and manufacturer patient programs. For example, the Trump administration used several means to propose or implement drug pricing reform, including through federal budget proposals, executive orders and policy initiatives. It is unclear whether the Biden administration will work to reverse these measures or pursue similar policy initiatives. We expect that additional U.S. federal healthcare reform measures will be adopted in the future, any of which could limit the amounts that the U.S. federal government will pay for healthcare products and services, which could result in reduced demand for our current or any future product candidates or additional pricing pressures. We cannot predict the likelihood, nature or extent of government regulation that may arise from future legislation or administrative action in the United States or any other jurisdiction, particularly in light of the recent presidential election. If we or any third parties we may engage are slow or unable to adapt to changes in existing or new requirements or policies, or if we or such third parties are not able to maintain regulatory compliance, our current or any future product candidates we may develop may lose any regulatory approval that may have been obtained and we may not achieve or sustain profitability.

We expect that these and 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

drug, which could have an adverse effect on demand for our product candidates. Any reduction in reimbursement from Medicare or other 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 revenue, attain profitability or commercialize our products. Further, it is possible that additional governmental action is taken in response to the COVID-19 pandemic. For additional information on healthcare reform, see the section titled “Business—Government Regulation and Product Approval.”

We are subject to stringent and changing laws, regulations and standards, and contractual obligations related to data privacy and security. The actual or perceived failure to comply with applicable data protection, privacy and security laws, regulations, standards and other requirements could adversely affect our business, results of operations, and financial condition.

Data privacy and security has become a significant focus in the United States and abroad. The regulatory framework for privacy issues is rapidly evolving and is likely to remain uncertain for the foreseeable future. Many government bodies and agencies have adopted or are considering adopting laws and regulations regarding the collection, use, processing, storage, transmission, destruction, and disclosure of personal information and breach notification procedures. We are also required to comply with laws, rules and regulations relating to data security. Interpretation of these laws, rules and regulations in applicable jurisdictions is ongoing and cannot be fully determined at this time.

In the United States, these include rules and regulations promulgated under the authority of the Federal Trade Commission, the Electronic Communications Privacy Act, the Computer Fraud and Abuse Act, the Health Insurance Portability and Accountability Act of 1996, or HIPAA, the Gramm-Leach-Bliley Act, the California Consumer Privacy Act of 2018, or the CCPA, and other state and federal laws relating to data privacy and security. The CCPA requires covered businesses to provide new disclosures to California residents, provide them new ways to opt-out of the sale of personal information, and provides a private right of action and statutory damages for data breaches. Although there are limited exemptions under the CCPA (for example, business-to-business communications), and an exception for protected health information that is subject to HIPAA, the CCPA could impact our business depending on how the CCPA will be interpreted and exemplifies the vulnerability of our business to the evolving regulatory environment related to personal information. As we expand our operations, the CCPA may increase our compliance costs and potential liability. Other states in the United States are beginning to propose laws similar to the CCPA. Some observers have noted that the CCPA could mark the beginning of a trend toward more stringent privacy legislation in the United States, which could increase our potential liability and adversely affect our business, results of operations and financial condition. In addition, California voters recently approved the California Privacy Rights Act of 2020, or CPRA, which goes into effect on January 1, 2023. It is expected that the CPRA would, among other things, give California residents the ability to limit the use of their personal information, further restrict the use of cross-contextual advertising, establish restrictions on the retention of personal information, expand the types of data breaches subject to the CCPA's private right of action, provide for increased penalties for CPRA violations concerning California residents under the age of 16, and establish a new California Privacy Protection Agency to implement and enforce the new law.

Compliance with these and any other applicable privacy and data security laws and regulations is a rigorous and time-intensive process, and we may be required to put in place additional mechanisms to ensure compliance with these and new data protection rules. If we fail to comply with any such laws or regulations, we may face significant fines and penalties that could adversely affect our business, financial condition and results of operations. Furthermore, the laws are not consistent, and compliance in the event of a widespread data breach is costly. Additionally, the costs of compliance with, and other burdens imposed by, the laws, regulations, and policies that are applicable to the businesses of our customers may limit the use of, and reduce the overall demand for, our platform. Privacy concerns, whether valid or not, may inhibit market adoption of our platform particularly in certain countries.

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Internationally, virtually every jurisdiction in which we operate has established or is in the process of establishing data security and privacy legal frameworks with which we, and vendors, processing personal information on our behalf must comply. For example, the European Union adopted the General Data Protection Regulation, or the GDPR, which went into effect in May 2018 and applies throughout the European Economic Area, or EEA or Europe, and contains strict requirements for processing the personal information of individuals residing in Europe. The GDPR has increased, and will continue to increase, our compliance burdens, including by mandating potentially burdensome documentation requirements and granting certain rights to individuals to control how we collect, use, disclose, retain, and process personal information about them. In particular, under the GDPR, fines of up to 20 million Euros or up to 4% of the annual global turnover of the preceding financial year of the noncompliant company, whichever is greater, could be imposed for violations of certain of the GDPR's requirements. Such penalties are in addition to any civil litigation claims, e.g. by data subjects. The GDPR requirements apply to any processing of personal data wholly or partly by automated means by us or on our behalf, irrespective of the location of the processing or the nationality of the individuals whose personal data we process, and therefore include not only to third-party transactions, but also to transfers of information between us and our subsidiaries, including employee information. In addition, Europe and other foreign jurisdictions have enacted laws, regulations, standards and common practices that relate to the privacy of clinical trial data, including as a condition to approve clinical trials. These requirements are evolving and uncertain and they may result in delays to our ability to launch clinical trials or limit the jurisdictions in which we may conduct clinical trials.

European data protection laws including the GDPR also generally prohibit the transfer of personal information from Europe to the United States and most other non-EEA countries unless the parties to the transfer have implemented specific safeguards to protect the transferred personal information. The Court of Justice of the European Union, or "CJEU," recently raised questions about whether the European Commission's Standard Contractual Clauses, one of the primary mechanisms used by U.S. companies to import personal information from Europe, complies with the GDPR. While the CJEU upheld the validity of Standard Contractual Clauses, the CJEU ruled that the underlying data transfers must be assessed on a case-by-case basis by the data controller to determine whether the personal information will be adequately protected. Further, the European Commission recently proposed updates to the Standard Contractual Clauses. At present, there are few if any viable alternatives to the Standard Contractual Clauses and, therefore, there is uncertainty regarding how to ensure that transfers of personal information from Europe to the United States comply with the GDPR. As such, any transfers by us, or our vendors, of personal information from Europe may not comply with European data protection laws; may increase our exposure to the GDPR's heightened sanctions for violations of its cross-border data transfer restrictions; and may reduce demand for our services from companies subject to European data protection laws. Loss of our ability to transfer personal information from Europe may also require us to increase our data processing capabilities in those jurisdictions at significant expense.

Further, the United Kingdom's decision to leave the EU, often referred to as Brexit, has created uncertainty with regard to data protection regulation in the United Kingdom. In particular, it is still unclear whether the transfer of personal information from the EU to the United Kingdom will in the future remain lawful under the GDPR. The United Kingdom-EU post-Brexit trade deal provides that transfers of personal information to the United Kingdom will not be treated as restricted transfers to a non-EU country for a period of up to six months from January 1, 2021. However, unless the EU Commission adopts an "adequacy decision" with respect to the United Kingdom before the end of that transition period, from that date the United Kingdom will be a "third country" under the GDPR and transfers of personal information from the EU to the United Kingdom will require an "adequacy mechanism," such as the Standard Contractual Clauses. Additionally, other countries outside of Europe have enacted or are considering enacting similar cross-border data transfer restrictions and laws requiring local data residency, which could increase the cost and complexity of delivering our services and operating our business. For example, Brazil enacted the General Data Protection Law, New Zealand enacted the New Zealand Privacy Act, China released its draft Personal Information Protection Law, and Canada introduced the Digital Charter Implementation Act.

Complying with the GDPR and other related foreign privacy laws and regulations may cause us to incur substantial operational costs or require us to change our business practices. Despite our efforts to bring our practices into compliance with these laws and regulations, we may not be successful in our efforts to achieve compliance either due to internal or external factors such as resource allocation limitations or a lack of vendor cooperation. Non-compliance could result in proceedings against us by governmental entities, customers, data subjects or others, and we may face significant fines and penalties. We may also experience difficulty retaining or obtaining new European or multi-national business partners due to the legal requirements, compliance cost, potential risk exposure, and uncertainty for these entities, and we may experience significantly increased liability with respect to these entities pursuant to the terms set forth in our engagements with them. In addition to government regulation, privacy advocates and industry groups may propose new and different self-regulatory standards that may apply to us. Because the interpretation and application of privacy and data protection laws are still uncertain, it is possible that these laws and other actual or alleged legal obligations, such as contractual or self-regulatory obligations, may be interpreted and applied in a manner that is inconsistent with our existing data management practices or the features of our platform. If so, in addition to the possibility of fines, lawsuits and other claims, we could be required to fundamentally change our business activities and practices, which could have an adverse effect on our business. Any inability to adequately address privacy concerns, even if unfounded, or comply with applicable privacy or data protection laws, regulations and policies, could result in additional cost and liability to us, damage our reputation, inhibit sales and adversely affect our business, results of operations and financial condition.

Risks related to this offering and ownership of our common shares

No public market for our common shares currently exists, and a public market may not develop or be liquid enough for you to sell your shares quickly or at market price.

Prior to this offering, there has not been a public market for our common shares. If an active trading market for our common shares does not develop following this offering, you may not be able to sell your shares quickly or at the market price. An inactive market may also impair our ability to raise capital to continue to fund operations by selling shares of our common shares and may impair our ability to acquire other companies or technologies by using our common shares as consideration. The initial public offering price of our common shares will be determined by negotiations between us and representatives of the underwriters and may not be indicative of the market prices of our common shares that will prevail in the trading market.

The market price of our common shares may be volatile and fluctuate substantially, which could result in substantial losses for purchasers of our common shares in this offering and may subject us to securities litigation suits.

The market price of our common shares is likely to be volatile. The stock market in general and the market for biopharmaceutical and pharmaceutical companies in particular, has 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 common shares at or above the initial public offering price. In addition to the factors discussed in this "Risk Factors" section and elsewhere in this prospectus, the market price for our common shares may be influenced by, among others, the following:

- the commencement, enrollment or results of our clinical trials of our product candidates or those of our competitors;
- the success of competitive products or therapies or announcements by potential competitors of their product development efforts;

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- regulatory or legal developments in the United States, the Netherlands, Europe more broadly and other jurisdictions;
- developments or disputes concerning patent applications, issued patents or other proprietary rights;
- actual or anticipated changes in estimates as to financial results, development timelines or recommendations by securities analysts;
- disputes or other developments relating to proprietary rights, including patents, litigation matters and our ability to obtain patent protection for our technologies;
- significant lawsuits, including patent or shareholder litigation;
- market volatility due to the continued effects of and responses to the COVID-19 pandemic;
- share price and volume fluctuations attributable to inconsistent trading volume levels of our common shares;
- announcement or expectation of additional financing efforts or sales by our shareholders;
- general economic, political, and market conditions and overall fluctuations in the financial markets in the United States, Europe and elsewhere;
- changes in the structure of healthcare payment systems; and
- investors' general perception of us and our business.

In addition, some companies that have experienced volatility in the trading price of their shares have been the subject of securities class action litigation. Any lawsuit to which we are a party, with or without merit, may result in an unfavorable judgment. We also may decide to settle lawsuits on unfavorable terms. Any such negative outcome could result in payments of substantial damages or fines, damage to our reputation or adverse changes to our business practices. Defending against litigation is costly and time-consuming, and could divert our management's attention and our resources. Furthermore, during the course of litigation, there could be negative public announcements of the results of hearings, motions or other interim proceedings or developments, which could have a negative effect on the market price of our common shares.

Investors may have difficulty enforcing civil liabilities against us or the members of our board of directors.

We are organized and existing under the laws of the Netherlands, and, as such, under Dutch private international law rules the rights of our shareholders and the civil liability of our directors and executive officers are governed in certain respects by the laws of the Netherlands. The ability of our shareholders in certain countries other than the Netherlands to bring an action against us, directors and executive officers may be limited under applicable law. In addition, substantially all of our assets are located outside the United States.

As a result, it may not be possible for shareholders to effect service of process within the United States upon us or our directors and executive officers or to enforce judgments against us or them 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 directors and executive officers 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 of the date of this prospectus, the United States and the Netherlands do not have a treaty providing for the reciprocal recognition and enforcement of judgments, other than arbitration awards, in civil and commercial matters. With respect to choice of court agreements in civil or commercial matters, it is noted that the Hague Convention on Choice of Court Agreements entered into force for the Netherlands, but has not entered into

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force for the United States. Accordingly, a judgment rendered by a court in the United States, whether or not predicated solely upon U.S. securities laws, would not automatically be recognized and enforced by the competent Dutch courts. However, if a person has obtained a judgment rendered by a court in the United States that is enforceable under the laws of the United States and files a claim with the competent Dutch court, the Dutch court will in principle give binding effect to a foreign judgment if (i) the jurisdiction of the foreign court was based on a ground of jurisdiction that is generally acceptable according to international standards, (ii) the judgment by the foreign court was rendered in legal proceedings that comply with the Dutch standards of proper administration of justice including sufficient safeguards (*behoorlijke rechtspleging*), (iii) binding effect of such foreign judgment is not contrary to Dutch public order (*openbare orde*) and (iv) the judgment by the foreign court is not incompatible with a decision rendered between the same parties by a Dutch court, or with a previous decision rendered between the same parties by a foreign court in a dispute that concerns the same subject and is based on the same cause, provided that the previous decision qualifies for recognition in the Netherlands. Even if such a foreign judgement is given binding effect, a claim based thereon may, however, still be rejected if the foreign judgment is not or no longer formally enforceable.

Based on the lack of a treaty as described above, U.S. investors may not be able to enforce against us or our directors, 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.

Shareholders may not be able to exercise pre-emption rights and, as a result, may experience substantial dilution upon future issuances of common shares or grants of rights to subscribe for shares.

In the event of an issuance of common shares or a grant of rights to subscribe for common shares, subject to certain exceptions, each shareholder will have a pro rata pre-emption right in proportion to the aggregate nominal value of such holder's common shares. These pre-emption rights may be restricted or excluded by a resolution of the general meeting or by another corporate body designated by the general meeting. Prior to the closing of this offering, our board of directors will be authorized for a period of five years from the completion of our corporate reorganization to issue shares or grant rights to subscribe for shares up to our authorized share capital from time to time and to limit or exclude pre-emption rights in connection therewith. This could cause existing shareholders to experience substantial dilution of their interest in us.

Concentration of ownership of our common shares among our existing executive officers, directors and principal shareholders may prevent new investors from influencing significant corporate decisions.

Based upon our shares outstanding as of February 28, 2021, as adjusted for the funding of the second and third tranches of the cumulative preference C shares, or Series C Preferred, financing and the repurchase of 718,250 cumulative preference A shares, or Series A Preferred, and 165,750 common shares that occurred on March 17, 2021, and upon the completion of this offering and without giving effect to any purchases in this offering, our executive officers, directors and shareholders who owned more than 5% of our outstanding common shares before this offering will, in the aggregate, beneficially own shares representing approximately 68.4% of our outstanding common shares (or 65.8% if the underwriters exercise in full their option to purchase additional shares to cover over-allotments, if any). If our executive officers, directors and shareholders who owned more than 5% of our outstanding common shares acted together, they may be able to significantly influence all matters requiring shareholder approval, including the election and removal of directors and approval of any merger, consolidation or sale of all or substantially all of our assets. The concentration of voting power and transfer restrictions could delay or prevent an acquisition of our company on terms that other shareholders may desire or result in the management of our company in ways with which other shareholders disagree.

If research analysts do not publish research or reports, or publish unfavorable research or reports, about us, our business or our market, our share price and trading volume could decline.

The trading market for our common shares will be influenced by the research and reports that industry or financial analysts publish about us or our business. We do not currently have, and may never obtain, research coverage by industry or financial analysts. Equity research analysts may elect not to provide research coverage of our common shares after the completion of this offering, and such lack of research coverage may adversely affect the market price of our common shares. In the event we do have equity research analyst coverage, we will not have any control over the analysts or the content and opinions included in their reports. The price of our shares could decline if one or more equity research analysts downgrade our shares or issue other unfavorable commentary or research about us. If one or more equity research analysts cease coverage of us or fail to publish reports on us regularly, demand for our shares could decrease, which in turn could cause the trading price or trading volume of our common shares to decline.

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

Until such time, if ever, as we can generate substantial product revenue, we expect to finance our cash needs through public or private equity or debt financings, third-party funding, marketing and distribution arrangements, as well as other collaborations, strategic alliances and licensing arrangements, or any combination of these approaches. We do not have any committed external source of funds. To the extent that we raise additional capital, if available, through the sale of equity or convertible debt securities, your ownership interest in our company may be diluted, and the terms of these securities may include liquidation or other preferences that adversely affect your rights as a shareholder. Debt and equity financings, if available, may involve agreements that include covenants limiting or restricting our ability to take specific actions, such as redeeming our shares, making investments, incurring additional debt, making capital expenditures, declaring dividends or placing limitations on our ability to acquire, sell or license intellectual property rights.

If we raise additional capital through future collaborations, strategic alliances or third-party licensing arrangements, we may have to relinquish valuable rights to our intellectual property, future revenue streams, research programs or product candidates, or grant licenses on terms that may not be favorable to us, if at all. If we are unable to raise additional capital when needed, we may be required to delay, limit, reduce or terminate our product candidate development or future commercialization efforts, or grant rights to develop and market product candidates that we would otherwise develop and market ourselves.

Because we do not anticipate paying any cash dividends on our shares in the foreseeable future, capital appreciation, if any, will be your sole source of gain.

You should not rely on an investment in our common shares to provide dividend income. We have never declared or paid cash dividends on our shares. We currently intend to retain all of our future earnings, if any, to finance the expansion and development of our business. In addition, the terms of any future debt agreements may preclude us from paying dividends. As a result, capital appreciation, if any, and taking into account the requirements as described in the section titled “Dividend Policy”, of our common shares will be your sole source of gain for the foreseeable future. Investors seeking cash dividends should not purchase our common shares in this offering.

Dividends distributed on our common shares to certain related parties in low-taxed jurisdictions might in the future become subject to an additional Dutch withholding tax on dividends.

We have not paid a dividend on our common shares in the past and we do not intend to pay any dividends to holders of our common shares. See “Risk Factors—Because we do not anticipate paying any cash dividends on

our shares in the foreseeable future, capital appreciation, if any, will be your sole source of gain.” However, if we ever do pay dividends, then under current Dutch tax law, dividends paid on the common shares are subject to Dutch dividend withholding tax at a rate of 15% under the Dutch Dividend Withholding Tax Act (*Wet op de dividendbelasting 1965*), unless a domestic or treaty exemption applies. See the section titled “Material Dutch Tax Considerations.”

In a letter to the Dutch parliament dated May 29, 2020, the Dutch State Secretary for Finance announced that the government intends to introduce an additional withholding tax on dividends paid (i) to related entities in jurisdictions that have a corporate income tax rate below 9%, (ii) to related entities in jurisdictions that are included on the EU’s blacklist of non-cooperative jurisdictions or (iii) in certain abusive situations, effective January 1, 2024. On September 25, 2020, the Dutch government launched an internet consultation to provide interested parties the opportunity to respond to the draft legislative proposal to introduce the conditional withholding tax on dividends. Pursuant to the proposal published for consultation purposes, the conditional withholding tax on dividend payments will be implemented in the form of an amendment to the recently passed conditional withholding tax on interest and royalty payments pursuant to the Dutch Withholding Tax Act 2021 (*Wet bronbelasting 2021*), which act became effective January 1, 2021. The proposal published for consultation purposes stipulates that the rate will be equal to the highest Dutch corporate income tax rate (currently 25% (2021)) at the time of the dividend payment. At the same time, the current Dutch dividend withholding tax regime is anticipated to remain in place. However, if the dividend withholding tax and the conditional withholding tax on dividends cumulate, the proposal published for consultation purposes stipulates that the conditional withholding tax will be reduced by the dividend withholding tax levied. As a result, if the shareholder being a related entity (A) is established or has a permanent establishment in a jurisdiction that has a corporate tax rate below 9% or in a jurisdiction included on the EU’s blacklist of non-cooperative jurisdictions, (B) is a hybrid entity or a reverse hybrid entity or (C) is interposed to avoid tax otherwise due by another entity, the tax rate on dividends may rise from 15% to the highest corporate tax rate (currently 25% (2021)). For these purposes, an entity is considered a related entity if (i) such entity has a Qualifying Interest (as defined below) in us or (ii) a third party has a Qualifying Interest in both such entity and us. The term “Qualifying Interest” means a directly or indirectly held interest – either individually or jointly as part of a collaborating group (*samenwerkende groep*) – that enables the holder of such interest to exercise a decisive influence on the decisions that can determine the activities of the entity in which the interest is held. An interest of more than 50% is in any event considered a Qualifying Interest. The internet consultation closed on October 23, 2020. After the internet consultation, the Dutch government aims to prepare the final legislative proposal in early 2021.

One or more taxing authorities could challenge our Dutch tax residency, and if such challenge were to be successful, we could be subject to increased and/or different taxes than we expect, including potentially to a proposed Dutch dividend withholding tax in respect of a deemed distribution of our entire market value less paid-up capital in the event we would relocate to another jurisdiction than the Netherlands.

As a company incorporated under the laws of the Netherlands, we are deemed to be a resident for Dutch corporate income tax and Dutch dividend withholding tax purposes (regardless our place of effective management) and thus throughout our existence subject to Dutch corporate income tax as a resident taxpayer and our shareholders are generally subject to Dutch dividend withholding tax. Depending on the way we conduct ourselves, however, tax authorities of other jurisdictions may claim that we are also a tax resident in their jurisdiction, for example, if our place of effective management is in that jurisdiction. Based on our current management structure and the current tax laws of the Netherlands and the United States as well as applicable income tax treaties and current interpretations thereof, we should qualify solely as a tax resident of the Netherlands. The applicable tax laws or interpretations thereof may change. Furthermore, whether we have our place of effective management in the Netherlands and are as such solely tax resident in the Netherlands is

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largely a question of fact and degree based on all the circumstances, rather than a question of law, which facts and degree may also change. Changes to applicable laws or interpretations thereof, changes to applicable facts and circumstances (for example, a change of directors or the place where board meetings take place), or changes to applicable income tax treaties may result in us becoming (also) a tax resident of another jurisdiction. As a consequence, our overall effective income tax rate and income tax expense could materially increase, which could have a material adverse effect on our business, results of operations, financial condition and prospects, which could cause our share price and trading volume to decline. In addition, as a consequence, dividends distributed by us, if any, may become subject to dividend withholding tax in more than one jurisdiction. The double taxation of income and the double withholding tax on dividends may be reduced or avoided entirely under the applicable double tax treaties. The United States currently do not claim tax residency from companies incorporated outside the United States, like us. However, in the event the United States tax laws would change and we would be considered a tax resident of both the United States and the Netherlands under the domestic laws by reason of our domicile, residence, place of effective management, place of incorporation or other criterion of a similar nature, the double tax treaty between the United States and the Netherlands provides that the competent authorities of the United States and the Netherlands shall endeavor to settle the tax residency by mutual agreement, having regard to the relevant factors mentioned above. In the absence of such agreement, we shall, subject to certain limited exceptions, not be entitled to claim any benefits under the double tax treaty between the United States and the Netherlands. In addition, we may become subject to limited income tax liability in other countries with regard to the income generated in the respective other country, for example, due to the existence of a permanent establishment or a permanent representative in such other country.

In addition, a proposal of law is currently pending before the Dutch parliament, the Emergency act conditional exit tax dividend tax (*Spoedwet conditionele eindafrekening dividendbelasting*), or DWT Exit Tax, to counter the loss of Dutch dividend withholding tax claims, which may occur when companies/head offices are relocated from the Netherlands to certain other jurisdictions by way of a cross-border merger, demerger or migration or, in the case of a share-for-share exchange. The aim of the proposal is to discourage multinational companies with head offices in the Netherlands to relocate to a jurisdiction where there is no dividend withholding tax, or where the applicable dividend withholding tax does not apply to earnings attributable to the Dutch period. The proposed bill was announced on July 10, 2020 shortly after Unilever announced the planned relocation of its

head office in the Netherlands to the United Kingdom and Royal Dutch Shell confirmed it was considering to do the same. Under the proposed DWT Exit Tax, we will be deemed to have distributed an amount equal to our entire market value less paid-up capital immediately before the occurrence of certain events, including if we cease to be a Dutch tax resident and become a tax resident of a jurisdiction that does not impose a withholding tax on dividends which is comparable to the Dutch dividend withholding tax or that does impose such a tax, but does not impose such tax on market value created during the period during which we were a tax resident of the Netherlands. This deemed distribution will be subject to a 15% tax. An automatic interest free unconditional indefinite extension for payment of the tax will be granted. However, the extension will expire, inter alia, if and to the extent we would make distributions after the move of our tax residence. In that event, the proposed DWT Exit Tax rules prescribes that we have a right to recover the amount of deferred tax that has been become due from our shareholders through compensation with the shareholder's dividend receivable, irrespective whether that shareholder held the shares in us at the time we became a tax resident of the other jurisdiction. If we do not recover this amount from our shareholders, we will have to pay such part of the deferred tax ourselves. The Dutch parliament has started to debate the DWT Exit Tax in December 2020. It is not certain whether the DWT Exit Tax will be enacted, whether in its present form or with amendments. If enacted in the form in which it is presently pending before the Dutch parliament, however, the DWT Exit Tax will have retroactive effect to 18 September 2020.

We have broad discretion in the use of our cash resources, including the net proceeds from this offering, and may use them ineffectively, in ways with which you do not agree or in ways that do not increase the value of your investment.

Our management will have broad discretion in the application of our cash, including 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 common shares. The failure by our management to apply these funds effectively could result in additional operating losses that could have a negative impact on our business, cause the price of our common shares to decline and delay the development of our product candidates. Pending their use, we may invest our cash, including the net proceeds from this offering, in a manner that does not produce income or that loses value. See the section titled “Use of Proceeds” herein for additional information.

A significant portion of our total outstanding shares are restricted or will be restricted from immediate resale but may be sold into the market in the near future, which could cause the market price of our common shares to drop significantly, even if our business is performing well.

Sales of a substantial number of shares of our common shares in the public market could occur at any time, subject to certain restrictions described below. These sales, or the perception in the market that holders of a large number of shares intend to sell shares, could reduce the market price of our common shares. After this offering, we will have outstanding 25,352,257 common shares based on the number of shares outstanding as of March 17, 2021 and assuming no exercise by the underwriters’ over-allotment option. This includes the 6,700,000 shares that we are selling in this offering, which may be resold in the public market immediately without restriction, unless purchased by our affiliates. Substantially all of the remaining shares are currently restricted as a result of securities laws or lock-up agreements but will be able to be sold after the offering, as further described in the sections titled “Shares Eligible for Future Sale” and “Underwriting” herein. Moreover, upon the completion of this offering, holders of an aggregate of approximately 18,414,162 of our common shares will have rights, subject to some conditions, to require us to file registration statements covering their shares or to include their shares in registration statements that we may file for ourselves or other shareholders. We further intend to register all common shares that we may issue in the future or have issued to date under our equity compensation plans. Once we register these shares, they can be freely sold in the public market upon issuance, subject to volume limitations applicable to affiliates and the lock-up agreements.

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.

As a public company, and particularly after we are no longer an EGC or smaller reporting company, we will incur significant legal, accounting and other expenses that we did not incur as a private company. In addition, the Sarbanes-Oxley Act of 2002, or the Sarbanes-Oxley Act, and rules subsequently implemented by the Securities and Exchange Commission, or the SEC, The Nasdaq Stock Market LLC, the Dutch Civil Code and the Dutch Corporate Governance Code, or DCGC 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 comply with these requirements. Moreover, these rules and regulations will increase our legal and financial compliance costs and will make some activities more time-consuming and costly.

Pursuant to Section 404 of the Sarbanes-Oxley Act, or Section 404, we will be required to furnish a report by our management on our internal control over financial reporting, including an attestation report on internal control over financial reporting issued by our independent registered public accounting firm. However, while we remain an EGC or a smaller reporting company with less than \$100 million in annual revenue, we will not be

required to include an attestation report on internal control over financial reporting issued by our independent registered public accounting firm. We could be an EGC for up to five years. To achieve compliance with Section 404 within the prescribed period, we will be engaged in a process to document and evaluate our internal control over financial reporting, which is both costly and challenging. In this regard, we will need to continue to dedicate internal resources, potentially engage outside consultants and adopt a detailed work plan to assess and document the adequacy of internal control over financial reporting, continue steps to improve control processes as appropriate, validate through testing that controls are functioning as documented and implement a continuous reporting and improvement process for internal control over financial reporting. Despite our efforts, there is a risk that neither we nor our independent registered public accounting firm will be able to conclude within the prescribed timeframe that our internal control over financial reporting is effective as required by Section 404. This could result in an adverse reaction in the financial markets due to a loss of confidence in the reliability of our financial statements.

Pursuant to the Dutch Civil Code, Dutch limited liability companies may qualify as a so-called structure company (*structuurvennootschap*) to which the structure regime (*structuurregime*) is applicable. Currently, the requirements to qualify as such are that a company has filed a statement with the trade register of the Dutch Chamber of Commerce, for a consecutive period of three years, that it meets the following criteria (i) according to our balance sheet with explanatory notes, our issued share capital together with our reserves amounts to at least EUR 16 million, (ii) we, or any of our dependent companies (as defined by Dutch law), has established a Dutch works council pursuant to statutory requirements under Dutch law and (iii) we and our dependent companies (as defined by Dutch law) together regularly employ at least 100 employees in the Netherlands. The qualification as a structure company may affect the governance structure of our company. Among other things, our executive directors would then be appointed by our non-executive directors (instead of the general meeting) and certain nomination rights (including for the Dutch works council) would apply to the appointment of our non-executive directors. We have never filed a statement that we meet the criteria of the structure regime and do not expect to qualify as a structure company for at least the next three years.

If we fail to maintain an effective system of internal control over financial reporting, we may not be able to accurately report our financial results. As a result, shareholders could lose confidence in our financial and other public reporting, which would harm our business and the trading price of our common shares.

Effective internal controls over financial reporting are necessary for us to provide reliable financial reports. Any failure to implement required new or improved controls, or difficulties encountered in their implementation could cause us to fail to meet our reporting obligations. In addition, any testing by us conducted in connection with Section 404, or any subsequent testing by our independent registered public accounting firm, may reveal deficiencies in our internal control over financial reporting that are deemed to be material weaknesses that were not previously identified. Inferior internal controls could also cause investors to lose confidence in our reported financial information, which could harm our business and have a negative effect on the trading price of our shares.

We will be required to disclose changes made in our internal controls and procedures and our management will be required to assess the effectiveness of these controls annually. Our assessment of internal controls and procedures may not detect material weaknesses in our internal control over financial reporting. Undetected material weaknesses in our internal control over financial reporting could lead to financial statement restatements and require us to incur the expense of remediation, which could have a negative effect on the trading price of our shares.

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We have identified material weaknesses in our internal control over financial reporting. If our remediation of the material weaknesses is not effective, or if we experience additional material weaknesses in the future or otherwise fail to maintain an effective system of internal controls in the future, we may not be able to accurately or timely report our financial condition or results of operations, which may adversely affect investor confidence in us and, as a result, the value of our common shares.

After the closing of this offering, we will be subject to the reporting requirements of the Exchange Act, the Sarbanes-Oxley Act and the rules and regulations of Nasdaq. The Sarbanes-Oxley Act requires, among other things, that we maintain effective disclosure controls and procedures and internal controls over financial reporting. Prior to the closing of this offering, we have been a private company with limited accounting personnel to adequately execute our accounting processes and other supervisory resources with which to address our internal control over financial reporting and, as a result, we may experience difficulty in meeting these reporting requirements in a timely manner. To date, we have never conducted a review of our internal control for the purpose of reporting pursuant to Section 404(a) of the Sarbanes-Oxley Act.

In connection with the preparation of our financial statements as of and for the years ended December 31, 2020 and 2019, we identified control deficiencies that we concluded represented material weaknesses in our internal control over financial reporting across the principles for each component of the COSO framework at the entity level (*i.e.* control environment, risk assessment, monitoring, information & communication and control activities) and accordingly, across our business and IT processes. The material weaknesses that we identified related to:

- the lack of consistent and documented risk assessment procedures and control activities related to our financial reporting, among which are a sufficient level of (management) review and approval, manual processes, roles and responsibilities, and adequate application and controls over information technology; and
- our failure to maintain a sufficient complement of personnel commensurate with our accounting and reporting requirements as we continue to grow as a company, and ability to: (i) design and maintain formal accounting policies, procedures and controls over the fair presentation of our financial statements; (ii) analyze, record and disclose complex accounting matters timely and accurately, including share-based compensation arrangements and other non-routine transactions; and (iii) design and maintain controls over the preparation and review of journal entries and financial statements, including maintaining appropriate segregation of duties.

Although several oversight and control activities are performed, not all activities are formalized and documented properly. In addition, where control activities are dependent on information used in a control, we do not perform or document controls to determine the completeness and accuracy of such information. We also did not have controls in place to monitor control activities and identify control deficiencies. To address these material weaknesses, we will need to add personnel and continue to develop and implement new financial processes. We have taken steps to remediate the material weaknesses described above through hiring additional qualified accounting and financial reporting personnel including hiring our Chief Financial Officer, Edward Smith, and a controller in the Netherlands, and further evolving our accounting processes and policies. We also intend to continue hiring additional personnel in 2021. We will not be able to fully remediate these material weaknesses until these steps have been completed and have been operating effectively for a sufficient period of time.

We may discover additional weaknesses in our system of internal financial and accounting controls and procedures that could result in a material misstatement of our consolidated financial statements. Our internal control over financial reporting will not prevent or detect all errors and all fraud. A control system, no matter how well designed and operated, can provide only reasonable, not absolute, assurance that the control

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system's objectives will be met. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that misstatements due to error or fraud will not occur or that all control issues and instances of fraud will be detected.

If we are not able to comply with the requirements of Section 404 in a timely manner, or if we are unable to maintain proper and effective internal controls over financial reporting, we may not be able to produce timely and accurate financial statements which could result in material misstatements in our financial statements and potentially require us to restate our financial statements. If that were to happen, our investors could lose confidence in our reported financial information, the market price of our shares could decline, and we could be subject to sanctions or investigations by the SEC or other regulatory authorities.

While we have begun taking measures and plan to continue to take measures to design and implement an effective control environment, we cannot assure you that the measures we have taken to date, and are continuing to implement, will be sufficient to remediate or prevent future material weaknesses. If we are unable to successfully maintain internal control over financial reporting, or identify any additional material weaknesses, the accuracy and timing of our financial reporting may be adversely affected. In addition, if we are unable to assert that our internal control over financial reporting is effective, or if our independent registered public accounting firm is unable to express an opinion as to the effectiveness of our internal control over financial reporting, when required, investors may lose confidence in the accuracy and completeness of our financial reports, we may face restricted access to the capital markets, and our share price may be materially adversely affected. Moreover, we could become subject to investigations by regulatory authorities, which could require additional financial and management resources.

Our internal control over financial reporting may not prevent or detect all errors or acts of fraud.

Upon the completion of this offering, we will become subject to certain reporting requirements of the Exchange Act. Our disclosure controls and procedures are designed to reasonably assure that information required to be disclosed by us in reports we file or submit under the Exchange Act is accumulated and communicated to management, recorded, processed, summarized, and reported within the time periods specified in the rules and forms of the SEC. We believe that any disclosure controls and procedures or internal controls and procedures, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. These inherent limitations include the realities that judgments in decision-making can be faulty, and that breakdowns can occur because of simple error or mistake. Additionally, controls can be circumvented by the individual acts of some persons, by collusion of two or more people, or by an unauthorized override of the controls. Accordingly, because of the inherent limitations in our control system, misstatements or insufficient disclosures due to error or fraud may occur and not be detected.

We are a Dutch public company. The rights of our shareholders may be different from the rights of shareholders in companies governed by the laws of U.S. jurisdictions and may not protect investors in a similar fashion afforded by incorporation in a U.S. jurisdiction.

Upon completion of this offering, we will be a public company (*naamloze vennootschap*) under Dutch law. Our corporate affairs are governed by our articles of association, the rules of our board of directors, our other internal rules and policies and by Dutch law. There can be no assurance that Dutch law will not change in the future or that it will serve to protect shareholders in a similar fashion afforded under corporate law principles in the United States, which could adversely affect the rights of our shareholders.

The rights of shareholders and the responsibilities of our directors may be different from the rights and obligations of shareholders and directors in companies governed by the laws of U.S. jurisdictions. In the performance of their duties, our directors are required by Dutch law to consider the interests of our company,

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its shareholders, its employees and other stakeholders, in all cases with due regard to the principles of reasonableness and fairness. It is possible that some of these stakeholders will have interests that are different from, or in addition to, your interests as a shareholder.

For more information on relevant provisions of Dutch corporation law and of our articles of association, see sections titled “Description of Share Capital and Articles of Association” and “Comparison of (i) Dutch Corporate Law and our Articles of Association and (ii) U.S. Corporate Law.”

Provisions of our articles of association or Dutch corporate law might deter acquisition bids for us that might be considered favorable and prevent, delay or frustrate any attempt to replace or dismiss the members of our board of directors.

Under Dutch law, various protective measures are possible and permissible within the boundaries set by Dutch law and Dutch case law.

In this respect, our general meeting shall authorize our board of directors to grant a call option during a period of five years following the closing of this offering to an independent foundation under Dutch law (if and when incorporated), or protective foundation, to acquire preferred shares pursuant to a call option agreement, or the call option agreement, that may be entered into between us and such protective foundation after the closing of this offering. This call option, if and when granted, shall be continuous in nature and can be exercised repeatedly on multiple occasions. If the protective foundation, if and when incorporated, would exercise such call option, if and when granted, a number of preferred shares up to 100% of our issued share capital held by others than the protective foundation, minus one share, will be issued to the protective foundation. These preferred shares would then be issued to the protective foundation under the obligation to pay up 25% of their nominal value. In order for the protective foundation to finance the issue price in relation to the preferred shares, the protective foundation may enter into a finance arrangement with a bank or other financial institution. As an alternative to securing this external financing, subject to applicable restrictions under Dutch law, the call option agreement, if and when entered into, may provide that the protective foundation may request us to provide, or cause our subsidiaries to provide, sufficient funding to the protective foundation to enable it to satisfy the payment obligation (or part thereof) in cash and/or to charge an amount equal to the payment obligation (or part thereof) against our profits and/or reserves in satisfaction of such payment obligation. The articles of association of the protective foundation, if and when incorporated, will provide that it will promote and protect the interests of our company, the business connected with it and our stakeholders from time to time, and repressing possible influences which could threaten the strategy, continuity, independence and/or identity of our company or the business connected with it, to such an extent that this could be considered to be damaging to the aforementioned interests. These influences may include a third party acquiring a significant percentage of our common shares, the announcement of an unsolicited public offer for our common shares, shareholder activism, other concentration of control over our common shares or any other form of undue pressure on us to alter our strategic policies. The protective foundation, if and when incorporated, shall be structured to operate independently of us. The voting rights of our shares are based on nominal value and, as we expect our common shares to trade substantially in excess of their nominal value, preferred shares issued at 25% of their nominal value can carry significant voting power for a substantially reduced price compared to the price of our common shares and thus can be used as a defensive measure. These preferred shares, if and when issued, will have both a liquidation and dividend preference over our common shares and will accrue cash dividends at a fixed rate calculated over the amount paid-up on those preferred shares pro rata tempore for the period during which they were outstanding. The protective foundation would be expected to require us to cancel its preferred shares, if and when issued to the protective foundation, once the perceived threat to our company, its business and its stakeholders has been removed or sufficiently mitigated or neutralized. However, subject to the same limitations described above, the protective foundation would, in

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that case, continue to have the right to exercise the call option in the future in response to a new threat to the interests of our company, our business and our stakeholders from time to time.

Also, 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 the composition of our board of directors. These include:

- a provision that our directors are appointed on the basis of a binding nomination prepared by our board of directors which can only be overruled by a two-thirds majority of votes cast representing more than half of our issued share capital;
- a provision that our directors may only be dismissed by the general meeting by a two-thirds majority of votes cast representing more than half of our issued share capital, unless the dismissal is proposed by our board of directors in which latter case a simple majority of the votes cast would be sufficient;
- a provision allowing, among other matters, the former chairperson of our board of directors or our former Chief Executive Officer to manage our affairs if all of our directors are dismissed and to appoint others to be charged with our affairs, including the preparation of a binding nomination for directors as discussed above, until new directors are appointed by the general meeting on the basis of such binding nomination; and
- a requirement that certain matters, including an amendment of our articles of association, may only be resolved upon by our general meeting if proposed by our board of directors.

Dutch law also allows for staggered multi-year terms of our directors, as a result of which only part of our directors may be subject to appointment or re-appointment in any given year.

We are subject to the Dutch Corporate Governance Code, but we are not obligated to and do not comply with all the best practice provisions of the Dutch Corporate Governance Code. This may affect your rights as a shareholder.

Upon the closing of this offering, we will be subject to the Dutch Corporate Governance Code, or the DCGC. The DCGC contains principles and best practice provisions on corporate governance that regulate relations between the board of directors and the general meeting and matters in respect of financial reporting, auditors, disclosure, compliance and enforcement standards. The DCGC is based on a “comply or explain” principle. Accordingly, companies must disclose in their statutory annual reports whether they comply with the provisions of the DCGC. If a company subject to the DCGC does not comply with those provisions, that company would be required to give the reasons for such non-compliance. We do not comply with all best practice provisions of the DCGC. See section titled “Description of Share Capital and Articles of Association.” 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.

As a foreign private issuer, we are permitted to, and do, follow certain home country corporate governance practices instead of otherwise applicable Nasdaq requirements, and we will not be subject to certain U.S. securities laws including, but not limited to, U.S. proxy rules and the filing of certain Exchange Act reports.

As a foreign private issuer, we are permitted to, and do, follow certain home country corporate governance practices instead of those otherwise required by Nasdaq for domestic U.S. issuers. Following our home country governance practices as opposed to the requirements that would otherwise apply to a U.S. company listed on Nasdaq may provide less protection to you than what is accorded to investors under the listing rules of Nasdaq applicable to domestic U.S. issuers.

As a foreign private issuer, we are exempt from the rules and regulations under the Securities Exchange Act of 1934, or the Exchange Act, related to the furnishing and content of proxy statements, including the applicable

compensation disclosure requirements. Our officers, directors and principal shareholders are exempt from the reporting and short-swing profit recovery provisions contained in Section 16 of the Exchange Act. In addition, we are not required under the Exchange Act to file reports and financial statements with the SEC as frequently or as promptly as U.S. domestic companies whose securities are registered under the Exchange Act and we are exempt from filing quarterly reports with the SEC under the Exchange Act. Moreover, we are not required to comply with Regulation FD, which restricts the selective disclosure of material information, although we have voluntarily adopted a corporate disclosure policy substantially similar to Regulation FD. These exemptions and leniencies reduce the frequency and scope of information and protections to which you may otherwise have been eligible in relation to a U.S. domestic issuer.

We would lose our foreign private issuer status if a majority of our shares are owned by U.S. residents and a majority of our directors or executive officers are U.S. citizens or residents or we fail to meet additional requirements necessary to avoid loss of foreign private issuer status. The regulatory and compliance costs to us under U.S. securities laws as a U.S. domestic issuer may be significantly higher. If we are not a foreign private issuer, we will be required to file periodic reports and registration statements on U.S. domestic issuer forms with the SEC, which are more detailed and extensive than the forms available to a foreign private issuer. We may also be required to modify certain of our policies to comply with accepted governance practices associated with U.S. domestic issuers. Such conversion and modifications will involve additional costs. In addition, we would lose our ability to rely upon exemptions from certain corporate governance requirements on U.S. stock exchanges that are available to foreign private issuers.

Market and industry data

We have obtained the industry, market and competitive position data in this prospectus from our own internal estimates and research as well as from industry and general publications and research, surveys and studies conducted by third parties. Industry publications, studies and surveys generally state that they have been obtained from sources believed to be reliable, although they do not guarantee the accuracy or completeness of such information. While we are not aware of any misstatements regarding the market or industry data presented herein, our estimates involve risks and uncertainties and are subject to change based on various factors, including those discussed under the heading “Risk Factors,” “Cautionary Statement Regarding Forward-Looking Information” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in this prospectus.

Trademarks, service marks and tradenames

We have proprietary rights to trademarks used in this prospectus, including LAVA Therapeutics, which are important to our business, many of which are registered under applicable intellectual property laws.

Solely for convenience, the trademarks, service marks, logos and trade names referred to in this prospectus are without the ® and ™ symbols, but such references are not intended to indicate, in any way, that we will not assert, to the fullest extent under applicable law, our rights or the rights of the applicable licensors to these trademarks, service marks and trade names. This prospectus contains additional trademarks, service marks and trade names of others, which are the property of their respective owners. All trademarks, service marks and trade names appearing in this prospectus are, to our knowledge, the property of their respective owners. We do not intend our use or display of other companies' trademarks, service marks, copyrights or trade names to imply a relationship with, or endorsement or sponsorship of us by, any other companies.

Use of proceeds

We estimate that we will receive net proceeds from this offering of approximately \$90.3 million, assuming an offering price of \$15.00 per common share, after deducting estimated underwriting discounts and estimated offering expenses payable by us, and assuming no exercise of the underwriters' option to purchase additional common shares. If the underwriters exercise their option in full, we estimate that we will receive net proceeds from this offering of approximately \$104.3 million after deducting estimated underwriting discounts and estimated offering expenses payable by us.

Each \$1.00 increase or decrease in the assumed initial offering price of \$15.00 per common share would increase or decrease our net proceeds from this offering by \$6.2 million, assuming the number of common shares, as set forth on the cover page of this prospectus, remains the same and after deducting estimated underwriting discounts and estimated offering expenses payable by us. We may also increase or decrease the number of common shares we are offering. An increase or decrease of 1,000,000 common shares offered by us would increase or decrease the net proceeds to us by \$13.9 million, assuming that the assumed initial offering price remains the same and after deducting estimated underwriting discounts and estimated offering expenses payable by us. The actual net proceeds payable to us will adjust based on the actual number of common shares sold by us, the actual initial offering price and other terms of this offering determined at pricing.

The principal purposes of this offering are to increase our financial flexibility in order to advance our proprietary and partnered pipeline and build out our commercial capabilities. We currently expect to use the net proceeds from the offering, together with a portion of our cash, cash equivalents, short-term investments, and non-current financial assets (in aggregate) as follows:

- approximately \$85.0 million to advance the development of LAVA-051 for the treatment of CLL, MM and AML;
- approximately \$40.0 million to advance the development of LAVA 206x207 for the treatment of mCRPC;
- approximately \$10.0 million to advance our other gamma-delta bsTCE product candidates for the treatment of hematologic malignancies and solid tumors; and
- the remainder for working capital and other general corporate purposes.

We may also use a portion of the net proceeds to in-license, acquire or invest in complementary technologies, products, businesses or assets, either alone or in collaboration with a partner. However, we have no current plans, commitments or obligations to do so.

Based on our planned use of the net proceeds from this offering, together with a portion of our cash, cash equivalents, short-term investments and non-current financial assets (in aggregate), we estimate that such funds will be sufficient to fund our operations and capital expenditure requirements through at least the next 24 months. Based on our current operational plans and assumptions, we expect the net proceeds from this offering, together with our cash, cash equivalents, short-term investments and non-current financial assets (in aggregate), will be sufficient to (1) complete our Phase 1/2a clinical trial for LAVA-051, (2) complete our Phase 1/2a clinical trial for LAVA-206x207, and (3) advance our other gamma-delta bsTCE product candidates LAVA-224x223 and LAVA-224x278 toward clinical trials. We have based this estimate on assumptions that may prove to be wrong, and we could use our available capital resources sooner than we currently expect.

Our expected use of the net proceeds from the global offering represents our intentions based upon our current plans and business conditions. As of the date of this prospectus, we cannot predict with certainty all of the particular uses for the net proceeds to be received upon the completion of this offering or the amounts that we will actually spend on the uses set forth above.

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Our management will have broad discretion over the use of the net proceeds from the global offering. The amounts and timing of our expenditures will depend upon numerous factors, including the results of our research and development efforts, the timing, cost and success of preclinical studies and ongoing clinical trials or clinical trials we may commence in the future, the timing of regulatory submissions, our ability to obtain additional financing, the amount of cash obtained through our existing collaborations and future collaborations, if any, and any unforeseen cash needs.

Pending any use described above, we intend to invest the net proceeds of the global offering in short- and intermediate-term interest-bearing obligations, investment-grade instruments, certificates of deposit or direct or guaranteed obligations of the European Union and U.S. government.

Dividend policy

We have never paid or declared any cash dividends in the past, and we do not anticipate paying any cash dividends in the foreseeable future. We intend to retain all available funds and any future earnings to fund the further development and expansion of our business. As of the completion of our corporate reorganization, under Dutch law, we may only pay dividends and other distributions from our reserves to the extent our shareholders' equity (*eigen vermogen*) exceeds the sum of our paid-in and called-up share capital plus the reserves we must maintain under Dutch law or our articles of association and (if it concerns a distribution of profits) after adoption of our statutory annual accounts by our general meeting from which it appears that such dividend distribution is allowed. Subject to those restrictions, any future determination to pay dividends or other distributions from our reserves will be at the discretion of our board of directors and will depend upon a number of factors, including our results of operations, financial condition, future prospects, contractual restrictions, restrictions imposed by applicable law and other factors we deem relevant.

Under our articles of association as they will read upon the closing of this offering, if any preferred shares are or have been outstanding, a dividend is first paid out of our profits, if available for distribution, to the holders or former holders, as applicable, of those preferred shares to the extent they are entitled to such distribution under our articles of association, which we refer to as our preferred dividend. Thereafter, our board of directors may decide that all or part of the remaining profits shown in our adopted statutory annual accounts will be added to our reserves. After reservation of any such profits, any remaining profits will be at the disposal of the general meeting at the proposal of our board of directors for distribution on our common shares, subject to applicable restrictions of Dutch law as set out in the previous paragraph. Our board of directors is permitted, subject to certain requirements and applicable restrictions of Dutch law, to declare interim dividends without the approval of our general meeting. Dividends and other distributions shall be made payable no later than a date determined by us. 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*).

Corporate reorganization

Introduction

We are a Dutch private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated on February 15, 2016. Prior to the closing of this offering, we will complete a corporate reorganization in the course of which we will be converted into a public company under Dutch law (*naamloze vennootschap*) and our legal name will change to LAVA Therapeutics N.V. Therefore, investors in this offering will only acquire, and this prospectus only describes the offering of, common shares of LAVA Therapeutics N.V. We refer to the reorganization described above as our “corporate reorganization.”

The corporate reorganization will take place as described below. As of completion of the corporate reorganization, our shareholders will hold an aggregate of 20,560,956 common shares in LAVA Therapeutics N.V. (inclusive of 2,146,794 common shares underlying outstanding options under our equity incentive plans that are deemed to be outstanding).

Conversion of all classes of preferred shares in the capital of LAVA Therapeutics B.V. into common shares

As part of the corporate reorganization, all issued cumulative preference A shares, or the Series A Preferred, cumulative preference B shares, or the Series B Preferred and cumulative preference C shares, or the Series C Preferred in the capital of LAVA Therapeutics B.V. are converted into common shares in the capital of LAVA Therapeutics B.V. on a one for one basis. In accordance with the articles of association of LAVA Therapeutics B.V., such conversion will be effectuated by means of a resolution of the general meeting of LAVA Therapeutics B.V. including the favorable vote of (i) at least seventy per cent (70%) of the votes cast on the Series A Preferred and the Series B Preferred and (ii) two-thirds (2/3) of the votes cast on the Series C Preferred.

Upon completion of this share conversion (and prior to the consummation of this offering), the current shareholders of LAVA Therapeutics B.V. will hold an aggregate of 18,414,162 common shares of LAVA Therapeutics B.V.

Conversion of LAVA Therapeutics B.V. into LAVA Therapeutics N.V.

As part of the corporate reorganization, the legal form of LAVA Therapeutics B.V. will be converted from a Dutch private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) into a Dutch public company (*naamloze vennootschap*) and the articles of association of LAVA Therapeutics B.V. will be amended. This will take place by means of the execution of a notarial deed of conversion and amendment, which will take place prior to the listing of our common shares on Nasdaq. This deed will be executed following the delivery of a Dutch auditor's statement confirming that, on a day within five months prior to the conversion, our shareholders' equity (*eigen vermogen*) at least equaled the paid-in part of our issued share capital as set forth in the deed. The conversion will result in a name change from LAVA Therapeutics B.V. to LAVA Therapeutics N.V. Our articles of association as they will read upon the closing of this offering are further described in the section “Description of Share Capital and Articles of Association” and are filed as an English translation of the official Dutch version as an exhibit to the registration statement of which this prospectus forms a part.

Capitalization

The following table sets forth our cash and cash equivalents and our capitalization as of December 31, 2020:

- on an actual basis;
- on a pro forma basis to give effect to (i) the issuance of 9,945,221 preferred shares and the repurchase of 718,250 Series A Preferred shares and 165,750 common shares in March, 2021 and (ii) the conversion of all outstanding preferred shares into an aggregate of 18,298,137 common shares, which will occur upon the consummation of this offering; and
- on a pro forma as adjusted basis to additionally reflect the issuance and sale of 6,700,000 common shares in this offering at an assumed initial public offering price of \$15.00 per share, the midpoint of the price range set forth on the cover of this prospectus, after giving effect to the issuance of 238,095 common shares to VUmc, representing €3.0 million at the assumed offering price of \$15.00 per share and an exchange rate of \$1.19 to €1.00 and after deducting the estimated underwriting discount and commissions and estimated offering expenses payable by us.

Our capitalization following the consummation of this offering will depend on the actual initial public offering price and other terms of this offering determined at pricing. You should read this information in conjunction with our financial statements and the related notes thereto included elsewhere in this prospectus and the sections of this prospectus titled “Selected Consolidated Financial Data” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations.”

	As of December 31, 2020		
	Actual	Pro forma	Pro forma as adjusted(1)
	(in thousands, except share and per share data)		
Cash and cash equivalents	€ 12,881	€ 60,124	€ 135,795
Total debt, including current portion	€ 2,935	2,935	2,935
New liabilities, including current portion	€ —	—	11,010
Shareholders' equity:			
Common shares, 281,775 shares issued and outstanding, actual; 18,414,162 shares issued and outstanding, pro forma; 25,352,257 shares issued and outstanding, pro forma as adjusted			
Series A Preferred shares, 1,037,595 shares issued and outstanding, actual; no shares issued and outstanding, pro forma and pro forma as adjusted			
Series B Preferred shares, 3,899,766 shares issued and outstanding, actual; no shares issued and outstanding, pro forma and pro forma as adjusted			
Series C Preferred shares, 4,133,805 shares issued and outstanding, actual; no shares issued and outstanding, pro forma and pro forma as adjusted			
Share capital	—	184	253
Share Premium	35,159	—	—
Reserves	454	454	454
APIC	0	82,218	157,819
Accumulated Losses	(29,406)	(29,406)	(40,416)
Total shareholders' equity	6,207	53,450	118,110
Total capitalization	€ 9,142	€ 56,385	€ 132,055

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- (1) The pro forma as adjusted information set forth above is illustrative only and will change based on the actual initial public offering price and other terms of this offering determined at pricing. Each \$1.00 increase or decrease in the assumed initial public offering price of \$15.00 per common share, which is the midpoint of the price range set forth on the cover page of this prospectus, would increase or decrease the pro forma as adjusted amount of each of cash and cash equivalents, share premium, total shareholders' equity and total capitalization by \$6.2 million, assuming that the number of common shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us. A 1,000,000 share increase or decrease in the number of common shares offered by us, as set forth on the cover page of this prospectus, would increase or decrease the pro forma as adjusted amount of each of cash and cash equivalents, share premium, total shareholders' equity and total capitalization by \$13.9 million, assuming the assumed initial public offering price of \$15.00 per common share, the midpoint of the price range set forth on the cover page of this prospectus remains the same, and after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us. In addition, these figures reflect (i) a payment of €200,000 and the issuance of 238,095 common shares to Stichting VUmc, or VUmc, representing €3.0 million at the assumed offering price of \$15.00 per share and an exchange rate of \$1.19 to €1.00, in connection with the consummation of this offering and (ii) a liability associated with the Exit Payments (as defined in the VUmc Agreement) payable under the agreement with VUmc, or the VUmc Agreement. See Note 22 to our consolidated financial statements.

The number of common shares that will be outstanding after this offering is based on a total of 281,775 common shares outstanding as of December 31, 2020, and excludes:

- 2,146,794 common shares issuable upon the exercise of options to purchase common shares under our 2018 Stock Option Plan and our 2020 U.S. Stock Option Plan, collectively, the Existing Plans, that were outstanding as of December 31, 2020, with a weighted-average exercise price of \$4.12 per share; and
- 207,740 common shares issuable upon the exercise of share options outstanding under the Existing Plans granted subsequent to December 31, 2020, at an exercise price of \$9.33 per share;
- 24,701 common shares reserved for future issuance under the Existing Plans, which shares will cease to be available for issuance at the time our Long-Term Incentive Plan, or the Plan, becomes effective;
- 2,535,226 common shares reserved for future issuance under the Plan, as described in "Management – Equity Incentive Plans;" and
- 253,523 common shares reserved for future issuance following the consummation of this offering under our 2021 Employee Stock Purchase Plan, as described in "Management – Equity Incentive Plans."

Dilution

If you invest in our common 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 pro forma net tangible book value as of December 31, 2020 was \$63.6 million (€53.4 million), corresponding to a pro forma net tangible book value of \$3.45 per share (€2.90 per share). Pro forma net tangible book value per share represents our total assets less our total liabilities excluding other intangible assets divided by the total number of our common shares issued and outstanding at December 31, 2020, after giving effect to (i) the issuance of 9,945,221 preferred shares and the repurchase of 718,250 shares of Series A Preferred and 165,750 common shares in 2021 and (ii) the conversion of all preferred shares into common shares immediately prior to the consummation of this offering.

After giving effect to the sale by us of 6,700,00 common shares in this offering at the assumed initial public offering price of \$15.00 per share (€12.60 per share), which is the midpoint of the price range set forth on the cover page of this prospectus, after giving effect to the issuance of 238,095 common shares to VUmc, representing €3.0 million at the assumed offering price of \$15.00 per share and an exchange rate of \$1.19 to €1.00 and after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us, our pro forma as adjusted net tangible book value at December 31, 2020 would have been approximately \$140.6 million (€118.1 million), representing \$5.54 per common share (€4.66 per common share). This represents an immediate increase in pro forma net tangible book value of \$2.09 per common share (€1.76 per common share) to existing shareholders and an immediate dilution in net tangible book value of \$9.46 per common share (€7.94 per common share) to new investors purchasing common shares in this offering at the assumed initial public offering. Dilution per common share to new investors is determined by subtracting pro forma as adjusted net tangible book value per common share after this offering from the assumed initial public offering price per common share paid by new investors.

The following table illustrates this dilution to new investors purchasing common shares in the offering.

	€	\$
Assumed initial public offering price per share	12.60	15.00
Pro forma net tangible book value per share as of December 31, 2020	2.90	3.45
Increase in pro forma net tangible book value per share attributable to new investors participating in this offering	<u>1.76</u>	<u>2.09</u>
Pro forma as adjusted net tangible book value per share after this offering	<u>4.66</u>	<u>5.54</u>
Dilution of pro forma net tangible book value per share to new investors	7.94	9.46
Percentage of dilution in net tangible book value per common share for new investors	59%	59%

If the underwriters exercise their option to purchase additional common shares in full, our pro forma as adjusted net tangible book value per common share after this offering would be \$5.86 per common share (€4.93 per common share), representing an immediate increase in pro forma as adjusted net tangible book value per common share of \$2.41 per common share (€2.03 per common share) to existing shareholders and immediate dilution of \$9.14 per common share (€7.67 per common share) in pro forma as adjusted net tangible book value per common share to new investors purchasing common shares in this offering, based on an assumed initial public offering price of \$ 15.00 per common share (€12.60 per common share), which is the midpoint of the price range set forth on the cover page of this prospectus.

Each \$1.00 increase (decrease) in the assumed initial public offering price of \$15.00 per common share (€12.60 per common share), which is the midpoint of the price range set forth on the cover page of this

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prospectus, respectively, would increase (decrease) the pro forma as adjusted net tangible book value after this offering by \$0.26 per common share (€0.22 per common share) and the dilution per common share to new investors in the offering by \$0.74 per common share (€0.62 per common share), assuming that the number of common shares offered by us, as set forth on the cover page of this prospectus, remains the same.

The following table sets forth, on a pro forma basis as of December 31, 2020, giving effect to the conversion of all our outstanding preferred shares into an aggregate of 18,298,137 common shares immediately prior to the consummation of this offering and after giving effect to the issuance of 238,095 common shares to VUmc, representing €3.0 million at the assumed offering price of \$15.00 per share and a conversion ratio of \$1.19 to €1.00, the differences between the number of common shares purchased from us, the total consideration paid to us and the average price per share paid by existing shareholders and by new investors purchasing common shares in this offering. The calculation below is based on an assumed initial public offering price of \$ 15.00 per common share (€12.60 per common share), which is the midpoint of the estimated price range set forth on the cover page of this prospectus, before deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us:

	<u>Shares purchased</u>		<u>Total consideration</u>		<u>Average price</u>
	<u>Number</u>	<u>Percent</u>	<u>Amount(millions)</u>	<u>Percent</u>	<u>per share</u>
Existing shareholders	18,652,257	74%	\$ 96.8	49%	\$ 5.19
New investors	6,700,000	26%	100.5	51%	15.00
Total	25,352,257	100%	197.3	100%	

Each \$1.00 increase (decrease) in the assumed initial public offering price of \$ 15.00 per common share (€12.60 per common share), which is the midpoint of the price range set forth on the cover page of this prospectus, respectively, would increase (decrease) the total consideration paid by new investors by \$ 6.7 million (€5.6 million) and increase (decrease) the percentage of total consideration paid by new investors by approximately 2.0%, assuming that the number of common shares offered by us, as set forth on the cover page of this prospectus, remains the same.

If the underwriters exercise their option to purchase additional common shares in full, the following will occur:

- the percentage of our common shares held by existing shareholders will decrease to approximately 71.0% of the total number of our common shares outstanding after this offering; and
- the percentage of our common shares held by new investors will increase to approximately 29.0% of the total number of our common shares outstanding after this offering.

The number of our common shares shown as outstanding in the tables above excludes:

- 2,146,794 common shares issuable upon the exercise of share options outstanding under the Existing Plans as of December 31, 2020 at a weighted average exercise price of \$4.12 per share;
- 207,740 common shares issuable upon the exercise of share options outstanding under the Existing Plans granted subsequent to December 31, 2020, at an exercise price of \$9.33 per share;
- 24,701 common shares reserved for future issuance under the Existing Plans, which shares will cease to be available for issuance at the time the Plan, becomes effective;
- 2,535,226 common shares reserved for future issuance under the Plan, as described in “Management – Equity Incentive Plans;” and
- 253,523 common shares reserved for future issuance following the consummation of this offering under our 2021 Employee Stock Purchase Plan, as described in “Management – Equity Incentive Plans.”

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To the extent these outstanding share options or any newly issued share options are exercised, or we issue additional common shares in the future, there will be further dilution to the new investors purchasing common shares in this offering. In addition, we may choose to raise additional capital because of market conditions or strategic considerations, even if we believe that we have sufficient funds for our current or future operating plans. If 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 financial data

You should read the following selected financial data together with our financial statements and the related notes thereto included elsewhere in this prospectus and the “Summary Financial Data” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” sections of this prospectus. We have derived the selected financial data as of and for the years ended December 31, 2020 and 2019 from our audited financial statements included elsewhere in this prospectus. Our historical results for any prior period are not necessarily indicative of results to be expected in any future period.

We maintain our books and records in euros and prepare our financial statements in accordance with International Financial Reporting Standards, or IFRS, as adopted by the International Accounting Standards Board, or IASB.

(amounts in thousands of Euros except share and per share data)	For the year ended December 31,	
	2020	2019
Statement of Profit or Loss and Other Comprehensive Income (Loss) Data:		
Revenue		
Research and license revenue	€ 3,186	€ —
Total revenue	3,186	—
Operating expenses:		
Research and development	(13,639)	(7,470)
General and administrative	(2,344)	(1,111)
Total operating expenses	(15,983)	(8,581)
Operating loss	(12,797)	(8,581)
Interest expense, net	(294)	(78)
Foreign currency exchange loss, net	(458)	(16)
Total non-operating expense	(752)	(94)
Loss before income taxes	(13,549)	(8,675)
Income tax expense	(35)	—
Loss for the period	€ (13,584)	€ (8,675)
Foreign currency translation adjustment	(347)	—
Total comprehensive loss for the period	€ (13,931)	€ (8,675)
Loss per share, basic and diluted	€ (34.04)	€ (19.38)
Weighted average common shares outstanding, basic and diluted	399,126	447,525

(in thousands of Euros)	As of December 31,	
	2020	2019
Statement of Financial Position Data:		
Cash and cash equivalents	€ 12,881	€ 6,544
Total assets	16,683	7,844
Accumulated deficit	(29,406)	(12,179)
Total equity	6,207	5,211
Total liabilities	10,476	2,633

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 section titled "Selected Financial Data" our financial statements and the related notes thereto appearing elsewhere in this prospectus. The following discussion is based on our financial information prepared in accordance with the International Financial Reporting Standards, or IFRS, as issued by the IASB, which may differ in material respects from generally accepted accounting principles in other jurisdictions, including U.S. GAAP. Some of the information contained in this discussion and analysis or set forth elsewhere in this prospectus, including information with respect to our plans and strategy for our business, includes forward-looking statements that involve risks and uncertainties. You should review the section titled "Risk Factors" for a discussion of important factors that could cause actual results to differ materially from the results described in or implied by the forward-looking statements contained in the following discussion and analysis, as well as the section titled "Special Note Regarding Forward-Looking Statements."

Overview

We are a biotechnology company focused on transforming cancer treatment by developing a platform of novel bispecific antibodies designed to selectively induce gamma-delta T cell-mediated immunity against tumor cells. Our approach activates Vg9Vd2 T cells, a specific and relatively abundant gamma-delta effector T cell subset, upon cross-linking to a selected tumor target by our bispecific gamma-delta T cell engagers, or gamma-delta bsTCEs. These cells have the natural ability to distinguish tumor cells from healthy cells by sensing certain intracellular metabolites that are enriched in cancer cells. Activated Vg9Vd2 T cells are engaged for direct tumor cell killing and, in addition, orchestrate an immunological cascade response that includes activation of innate and adaptive immune cells in the tumor microenvironment. Our preclinical data demonstrate that Vg9Vd2 T cell activation and killing of patient-derived tumor cells by our gamma-delta bsTCEs kills patient-derived tumor cells is potent and specific thereby providing a significant opportunity to address unmet medical needs, if approved therapeutics to patients. We expect that activation of adaptive immunity by our approach has the potential to provide durable immune responses with the potential of enhancing patient survival. We believe we are the only company developing bispecific gamma-delta T cell engaging antibodies for the treatment of cancer.

We were incorporated in February 2016 in the Netherlands. In 2019, we established our wholly-owned U.S. subsidiary, which began business in January 2020. We have not generated any revenue from the sale of products. Since inception, we have incurred losses, including €13.6 million and €8.7 million for the years ended December 31, 2020 and 2019, respectively. As of December 31, 2020, we had an accumulated deficit of €29.4 million.

To date, we have financed our operations primarily through preferred stock financings, convertible loans and research and development support from government loans and research and license collaborations. Since inception, we have raised approximately €83.4 million in equity financings. We have focused substantially all of our resources on conducting research and development activities, undertaking preclinical studies, organizing and staffing our company, business planning and raising capital.

We will need additional funding to support our continuing operations and pursue our growth strategy. We expect to continue to incur significant expenses and increasing operating losses for at least the next several years. We expect our expenses to increase substantially in connection with our ongoing activities, particularly as we continue the development of our product candidates and continue our research activities. Furthermore, upon the closing of this offering, we expect to incur additional costs associated with operating as a public company.

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We believe that the anticipated net proceeds from this offering, together with our existing cash and cash equivalents, will enable us to fund our operating expenses and capital expenditure requirements into . We have based this estimate on assumptions that may prove to be wrong, and we could exhaust our available capital resources sooner than we expect. See “—Liquidity and Capital Resources” below.

Series C preferred financing

In September 2020, we closed a financing of cumulative preference C shares, or the Series C Preferred, that resulted in tranche-based commitments of €71.0 million gross and €61.6 million net, to fund the advancement of our pipeline and platform. In connection with the Series C Preferred financing, we agreed to sell the Series C Preferred in three tranches. On September 15, 2020, the first tranche of gross proceeds of €19.1 million and 4,133,805 Series C Preferred shares was funded and €4.1 million or 718,250 shares of cumulative preference A shares, or the Series A Preferred, were repurchased along with 165,750 common shares from one investor, resulting in proceeds of €14.4 million, net of €0.5 million of issuance costs. In March 2021, the remaining milestones required to fund the remaining two tranches of the Series C Preferred financing were waived, and the funding of both tranches prior to the completion of this offering was authorized. The funding of the remaining two tranches of the Series C Preferred financing occurred on March 17, 2021. The funding of the two remaining tranches yielded additional net proceeds of €47.2 million in the aggregate, after repurchasing the 718,250 shares of Series A Preferred and 165,750 common shares from one investor.

Factors affecting our financial condition and results of operations

Our financial condition and results of operations are affected by continued research and development expenses and the ongoing activities related to the preclinical studies related to our potential product candidates. We are also monitoring the potential impact of the COVID-19 pandemic on our business, operations, financial statements and outlook. To date, we have not experienced any material business disruption as a result of the COVID-19 pandemic.

Components of operating results

Revenue from research and license agreements

To date, we have not generated any revenues from product sales, and we do not expect to generate any revenue from the sale of products in the near future. Our success depends primarily on the successful development and regulatory approval of our product candidates and our ability to finance operations. If our development efforts result in clinical success and regulatory approval or we enter into collaboration agreements with third parties for our product candidates, we may generate revenue from those product candidates.

In May 2020, we entered into a research and license agreement with Janssen Biotech, Inc., which we refer to as the Janssen Agreement. As part of the Janssen Agreement, we received a non-refundable upfront payment of €7.4 million. As of December 31, 2020, there was €5.0 million of unearned income related to this payment. The unearned income is being recognized as revenue on a straight-line basis over the remaining 16 month term of the research activities under the agreement. As of December 31, 2020, we recognized revenue of €2.4 million which represents eight months beginning in May 2020. The Janssen Agreement includes research, development and sales milestones, which would initiate additional milestone payments. As of December 31, 2020, we achieved the first research milestone, as defined in the agreement, which triggered a milestone payment of €0.8 million. We are entitled to receive tiered royalties based on commercial sales levels from low to mid-single digit percentages of net sales of licensed products. Royalties are payable on a licensed product-by-licensed product and country-by-country basis beginning with the first commercial sale of such licensed product in such country of sale and expiring ten years after such sale, subject to specified and capped reductions for the market

entry of biosimilar products, loss of patent coverage of licensed products, and for payments owed to third parties for additional rights necessary to commercialize licensed products in the territory. For additional information, see “Business – License Agreements – Janssen Agreement” and Note 4 to the consolidated financial statements for the years ended December 31, 2020 and 2019.

Operating expenses

Our primary categories of operating expenses are research and development expenses and general and administrative expenses.

Research and development expenses consist primarily of the costs incurred in performing research and development activities and conducting preclinical studies and clinical trial activities. Our research and development expenses consist of:

- personnel-related expenses such as salaries, employee benefits and share-based compensation for employees engaged in research and development;
- expenses incurred under agreements with contract manufacturing organizations, or CMOs, contract research organizations, or CROs, and consultants that conduct and support preclinical studies and clinical trial activities;
- costs associated with obtaining and maintaining patents and other intellectual property; and
- expenses including laboratory supplies and research materials, facility expenses, and depreciation of research and development fixed assets.

We expense research and development costs as incurred. We do not allocate employee-related costs, costs associated with our discovery efforts, laboratory supplies, depreciation, facility expenses or other indirect costs to specific product development programs because these costs are deployed across multiple programs, and as such, are not separately classified.

We expect that our research and development expenses will increase substantially in connection with our ongoing and planned preclinical and clinical development activities in the near term and in the future.

General and administrative expenses consist of personnel-related expenses for employees involved in general corporate functions, including accounting, finance, tax, legal and human relations, costs associated with outside professional fees such as legal counsel and auditors, costs associated with use by these functions of facilities and equipment, such as facility expenses, depreciation expenses, other operating costs not included in research and development, and general corporate expenses. General and administrative expenses are expensed as incurred.

We expect general and administrative expenses will increase in the future as we increase our headcount to support our continued research and development activities. We anticipate that we will incur increased accounting, audit, legal, regulatory, compliance, director and officer insurance, and investor and public relations expenses associated with operating as a public company.

Income tax

We are subject to income taxes in the Netherlands and the United States.

A minimal tax charge was recognized during the December 31, 2020 period due to the U.S. profitable position. As of December 31, 2020, we had Dutch tax loss carryforwards of €25.2 million. The 2020 taxable amounts are not final as the 2020 Dutch corporate income tax return is still in draft. The 2019 Dutch corporate income tax return is final, but has not been filed yet.

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On the basis of the 2020 annual accounts according to IFRS, there are accounting-to-tax differences of €0.5 million. These differences relate to the IFRS 16 lease amounts and expenses which were treated as non-deductible for Dutch corporate income tax purposes and non-deductible share-based payments and other non-deductible mixed expenses of €0.5 million. On the basis of the 2019 annual accounts according to IFRS, there are accounting-to-tax differences of €0.3 million. These differences relate to the IFRS 16 lease amounts and expenses which were treated as non-deductible for Dutch corporate income tax purposes of €0.1 million and non-deductible share-based payments and other non-deductible mixed expenses of €0.2 million. For further information on tax loss carry-forwards under Dutch corporate income tax law, please refer to Note 9 of the consolidated financial statements.

Results of operations

Below are our results of operations for the years ended December 31, 2020 and 2019:

(in thousands of Euros)	For the year ended December 31,	
	2020	2019
Revenue		
Research and license revenue	€ 3,186	€ —
Total revenue	3,186	—
Operating expenses:		
Research and development	(13,639)	(7,470)
General and administrative	(2,344)	(1,111)
Total operating expenses	(15,983)	(8,581)
Operating loss	(12,797)	(8,581)
Interest expense, net	(294)	(78)
Foreign currency exchange loss, net	(458)	(16)
Total non-operating expense	(752)	(94)
Loss before income taxes	(13,549)	(8,675)
Income tax expense	(35)	—
Loss for the period	€ (13,584)	€ (8,675)
Foreign currency translation adjustment	(347)	—
Total comprehensive loss for the period	€ (13,931)	€ (8,675)

Year ended December 31, 2020 compared to year ended December 31, 2019

Research and license revenue

Our research and license revenue increased to €3.2 million for the year ended December 31, 2020 from €0 for the year ended December 31, 2019.

We received a non-refundable upfront payment of €7.4 million. The revenue has been recognized for eight months beginning in May 2020. As of December 31, 2020, we had €5.0 million of unearned income related to this payment. The remaining balance will be recognized on a straight-line basis over the remaining 16 months of the specific milestone of the agreement. We may also receive research, development and commercial milestones and tiered royalty payments under the Janssen Agreement.

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The increase in research and license revenue is primarily due to the execution of the Janssen Agreement during May 2020. We recognized revenue for the year ended December 31, 2020 of €3.2 million, which consisted of €2.4 million related to the upfront payment and €0.8 million related to the development milestones.

Operating expenses

Below are our operating expenses for the years ended December 31, 2020 and 2019 as a percentage of total operating expenses:

	2020		2019		For the year ended December 31,	
	(€ in thousands)	(% of operating expenses)	(€ in thousands)	(% of operating expenses)	Changes € in thousands	% Change
Operating expenses						
Research and development	(13,639)	85	(7,470)	87	(6,169)	83
General and administrative	(2,344)	15	(1,111)	13	(1,233)	111
Total operating expenses	(15,983)	100	(8,581)	100	(7,402)	86

Research and development expenses

Below are our research and development expenses for the years ended December 31, 2020 and 2019 as a percentage of total research and development expenses:

	2020		2019		For the year ended December 31,	
	(€ in thousands)	(% of R&D expenses)	(€ in thousands)	(% of R&D expenses)	Changes € in thousands	% Change
Research and development expenses						
Personnel-related expenses	(1,969)	14	(1,305)	17	(664)	51
Pre-clinical and clinical trial expenses	(10,028)	74	(4,594)	61	(5,434)	118
Research and development activities expenses	(917)	7	(1,351)	18	434	(32)
Share-based compensation expense	(187)	1	(163)	2	(24)	15
Facilities and other research and development expenses	(538)	4	(57)	1	(481)	844
Total research and development expenses	(13,639)	100	(7,470)	100	(6,169)	83

Research and development expenses were €13.6 million for the year ended December 31, 2020, compared to €7.5 million for the year ended December 31, 2019, an increase of €6.1 million or 83%. This increase is primarily due to the following:

- an increase of a €5.4 million or 118% in our lead products contract manufacturing costs associated with our pre-clinical and clinical trials expenses.
- an increase of a €0.7 million or 47% in personnel-related expenses and share-based compensation expenses combined, primarily due to the additional hiring of research and development personnel from

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the increased pre-clinical and clinical trial activities and increase in share-based compensation expense related to stock option grants. The personnel-related costs were offset by a €0.3 million increase in the Dutch government R&D payroll tax subsidy.

- an increase of a €0.5 million in facilities and other research and development expenses primarily due to increased facilities located in the Netherlands and the US and other research and development operating expenses.
- offset by a decrease of a €0.4 million or 32% in research and development activities expenses primarily due to lower scientific advisory consultants, R&D consultants, and laboratory supplies.

General and administrative expenses

Below are our general and administrative expenses for the years ended December 31, 2020 and 2019 as a percentage of total general administrative expenses:

	2020		2019		For the year ended December 31,	
	(€ in thousands)	(% of G&A expenses)	(€ in thousands)	(% of G&A expenses)	Changes € in thousands	% Change
General and administrative expenses						
Personnel-related expenses	(1,168)	50	(393)	35	(775)	197
Professional and consultant fees	(565)	24	(608)	55	43	(7)
Facilities, fees and other related costs	(321)	14	(100)	9	(221)	221
Share-based compensation expense	(290)	12	(10)	1	(280)	2,800
Total general and administrative expenses	(2,344)	100	(1,111)	100	(1,233)	111

General and administrative expenses were €2.3 million for the year ended December 31, 2020, compared to €1.1 million for the year ended December 31, 2019, an increase of €1.2 million or 111%. This increase is primarily due to the following:

- an increase of personnel-related expenses and share-based compensation of €1.1 million or 262%, primarily resulting from the additional hiring the senior level employee and from additional stock option grants.
- an increase of €0.2 million or 221% in facilities, fees and other related costs was due to the addition of the US location, depreciation and office supplies.

General and administrative expenses for the year ended December 31, 2019 were €1.1 million of which personnel-related expenses were €0.4 million, including share-based compensation expense, professional and consultant fees of €0.6 million, and facilities, fees, and other related expenses of €0.1 million.

Interest expense, net

Our interest expense, net increased by €0.2 million or 277%, to €0.3 million for the year ended December 31, 2020, compared to €0.1 million for the year ended December 31, 2019. This increase resulted from the increase in borrowing balance from €1.8 million to €2.9 million.

Foreign currency exchange loss, net

Our foreign currency exchange loss, net increased by €0.4 million to €0.5 million for the year ended December 31, 2020, compared to less than €0.1 million for the year ended December 31, 2019 and was primarily due to the foreign exchange cash activity between the Netherlands parent and our U.S. subsidiary as well as transactions with vendors whose functional currency is not the euro.

Liquidity and capital resources

Overview

To date, we have not generated any revenues from product sales, and we do not expect to generate any revenue from the sale of products in the near future. As of December 31, 2020, we had cash and cash equivalents of approximately €12.9 million. Our cash and cash equivalents consist primarily of cash in bank accounts and deposits. Historically, we have financed our operations primarily through preferred stock financings, convertible loans and research and development support from government loans and research and license collaborations. Since inception, we have raised approximately €83.4 million of net proceeds in equity financings. Our primary requirements for liquidity and capital are general corporate purposes, capital expenditures and operating expenses related to research and development activities, including conducting preclinical studies and preparation for clinical trials.

In September 2020, we closed a financing of the Series C Preferred, which resulted in tranche-based commitments of €71.0 million gross proceeds of and €61.6 million net, to fund the advancement of our pipeline and platform. In connection with the Series C Preferred financing, we agreed to sell the Series C Preferred in three tranches. On September 15, 2020, the first tranche of gross €19.1 million and 4,133,805 Series C Preferred, was funded and €4.1 million or 718,250 shares of the Series A Preferred were repurchased along with 165,750 common shares from one investor, resulting in gross proceeds, net of the Series A Preferred repurchase, of €15.0 million. In March 2021, the remaining milestones required to fund the remaining two tranches of the Series C Preferred financing were waived, and the funding of both tranches prior to the completion of this offering was authorized. The funding of the remaining two tranches of the Series C Preferred financing occurred on March 17, 2021. The funding of the two remaining tranches yielded additional net proceeds of €47.2 million in the aggregate, after the required repurchase of 718,250 shares of Series A Preferred and 165,750 common shares from one investor.

Funding Requirements

Our success depends primarily on the successful development and regulatory approval of our product candidates and our ability to finance operations. If our development efforts result in clinical success, regulatory approval and successful commercialization of our product candidates, or we enter into collaboration agreements with third parties for our product candidates, we may generate revenue from those product candidates. We do not know when, or if, we will generate any revenue from our product candidates, and we do not expect to generate significant revenue unless and until we obtain regulatory approval of, and commercialize, our product candidates. We expect our expenses to increase in connection with our ongoing activities, particularly as we continue our research and development activities, initiate clinical trials and seek marketing approval for our product candidates. Furthermore, upon the closing of this offering, we expect to incur additional costs associated with operating as a public company. In addition, if we obtain approval for any of our product candidates, we expect to incur significant commercialization expenses related to sales, marketing, manufacturing and distribution.

We believe that, based on our current operating plan, our existing cash and cash equivalents, together with the proceeds of this offering, will be sufficient to meet our anticipated cash needs to finance capital expenditures

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and operating expenses for at least the next 24 months. We have based this estimate on assumptions that may prove to be wrong, and we could use our capital resources sooner than we currently expect. This estimate assumes, among other things, that we do not obtain any additional funding through grants or through collaboration agreements. Although we believe that, following the completion of this offering, we will have sufficient cash and cash equivalents to cover our capital expenditures, operating expenses and working capital needs in the ordinary course of business, we may, from time to time, explore additional financing sources.

Cash Flows

The following sets forth a summary of the primary sources and uses of cash:

(in thousands of Euros)	For the year ended December 31,	
	2020	2019
Net cash used in operating activities	€ (8,463)	€ (7,715)
Net cash used in investing activities	(437)	(750)
Net cash provided by financing activities	16,042	1,048
Net increase (decrease) in cash and cash equivalents	€ 7,142	€ (7,417)

Net cash used in operating activities

During the year ended December 31, 2020, net cash used in operating activities of €8.5 million, which consisted of a loss before income tax of €13.5 million, adjusted for non-cash charges of €1.3 million and cash provided by changes in our assets and liabilities. The change in assets and liabilities of €3.8 million, was primarily due to €5.0 million in deferred revenue related to the Janssen agreement offset by increase of €1.6 million primarily from the prepaid expenses of €0.6 million and trade and VAT accounts receivable of €1.0 million.

During the year ended December 31, 2019, net cash used in operating activities was €7.7 million, which consisted of a net loss of €8.7 million, adjusted for the non-cash charges of €0.4 million and cash provided by changes in assets and liabilities of €0.6 million. The change in our operating assets and liabilities was primarily due to an increase of €0.6 million in other liabilities.

Net cash used in investing activities

During the year ended December 31, 2020, cash used in investing activities was €0.4 million, which resulted from capital expenditures in additional laboratory equipment purchases.

During the year ended December 31, 2019, cash used in investing activities was €0.8 million, which resulted from capital expenditures in additional laboratory equipment purchases.

Net cash provided by financing activities

During the year ended December 31, 2020, cash provided by financing activities was €16.0 million, which was primarily attributable to €14.4 million of proceeds, net of costs and the Series A Preferred repurchase, received from the Series C preferred initial tranche and receipt of borrowings under the Innovation Credit financing of €1.8 million, offset by the €0.2 million lease liabilities payments.

During the year ended December 31, 2019, cash provided by financing activities was €1.0 million, which related to the initial borrowing under the Innovation Credit, offset by the €0.1 million lease liabilities payments.

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Contractual obligations and commitments

The table below summarizes the maturity profile of our financial liabilities based on contractual undiscounted payments as of year ended December 31, 2020:

(in thousands of Euros)	On demand	Within 1 year	1 to 3 years	3 to 5 years	> 5 years	Total
Trade payables and other	—	760	—	—	—	760
Borrowings	—	—	2,935	—	—	2,935
Lease liabilities	—	168	221	—	—	389
Accrued expenses and other current liabilities	—	1,362	—	—	—	1,362
Total	—	2,290	3,156	—	—	5,446

In 2017, we entered into the VUmc Agreement (as amended in 2018, 2020 and February 2021). Pursuant to the terms of the VUmc Agreement, in July 2017 VUmc conditionally assigned to us its rights and title to all of the patent rights then licensed under the VUmc Agreement. Under the VUmc Agreement, we are obligated to pay royalties on net sales of products covered by claims included in the assigned patent rights. We are also obligated to pay VUmc a tiered percentage of our value upon the listing of the majority of our shares on a stock exchange or other change of control, or an Exit, as defined in the VUmc Agreement, less certain deductions. The Exit payment is capped at a specified amount in the high-teens of millions of Euros, payable in cash or our common shares at our election, and is subject to an offset in the amount of the royalties that we have paid or that have accrued under the VUmc Agreement as of the date of the Exit. These offsets will include the €200,000 that we intend to pay to VUmc and the €3.0 million of common shares that we intend to issue to VUmc upon the closing of this offering. To the extent we make the Exit payment in cash, it may have a material adverse impact on our 2021 and 2022 operating results and our financial position. For additional information, see “Business – License Agreements – VUmc Agreement” and Notes 21 and 22 to the consolidated financial statements. The prerequisites of the obligations have not been met and as a result are not reflected in our consolidated financial statements for the years ended December 31, 2020 and 2019.

We had no contingent liabilities or material commitments for capital expenditures as of December 31, 2020.

In addition to the above obligations, we enter into a variety of agreements and financial commitments in the normal course of business, including contracts with CROs and other third parties for preclinical studies and clinical trials, research and development supplies and other testing and manufacturing services. We also repurchased 718,250 shares of Series A Preferred and 165,750 common shares of approximately €4.6 million at the closing of the second tranche of the Series C Preferred financing. These contracts generally do not contain minimum purchase commitments and provide for termination on notice, and therefore are cancellable contracts. These payments are not included in the table above as the amount and timing of such payments are not known as of December 31, 2020.

Borrowings

Government note

In 2019, we applied for, and received a €5.0 million Innovation Credit. The Innovation Credit contributes to the development of one of our main projects, and certain assets of that project are pledged as a guarantee. Borrowings under the Innovation Credit, which bear interest at 10%, will be received in quarterly installments through 2023, based on the level of the underlying cost base in each period. The repayment of the Innovation Credit, including interest, is due on December 31, 2023.

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The Innovation Credit contains customary limitations, including prohibiting our shareholders from withdrawing assets (including cash) by means of dividend, as well prohibiting us from making any payment of interest under or repayment of any loan so long as the Innovation Credit has not been repaid in full.

At December 31, 2020, we were in compliance with the terms of the Innovation Credit

On March 3, 2021, we informed RVO of our intention to pursue this offering, consistent with the terms of the Credit. On March 8, 2021, RVO approved the consummation of this offering. We remain obligated to notify RVO in case of changes to the structuring of this offering or a change of control over our company. Under the terms of the Innovation Credit, RVO may demand prepayment of the outstanding balance under the Innovation Credit in certain circumstances, including a change of control over our company.

Capital expenditures

Our capital expenditures mainly included payments for laboratory equipment, furniture, computer equipment and other hardware, and leasehold improvements.

Off-Balance sheet arrangements

We have not entered into any off-balance sheet arrangements except for the obligation to repurchase Series A Preferred and common shares of €4.1 million upon the closing of the second tranche of our Series C Preferred financing, and our obligation to make certain payments under the VUmc Agreement upon the closing of this offering, as described in Notes 21 and 22 of the consolidated financial statements.

Quantitative and qualitative disclosures about market risk

We are exposed to a variety of risks in the ordinary course of our business, including, but not limited to, foreign currency risk and interest rate risk. We regularly assess each of these risks to minimize any adverse effects on our business as a result of those factors. For a detailed discussion, see Note 20 of the consolidated financial statements for the years ended December 31, 2020 and 2019 included elsewhere in this prospectus.

Critical accounting policies and significant judgments, estimates and assumptions

We prepare our financial statements in accordance with IFRS as adopted by the IASB, which requires us to make judgments, estimates and assumptions that affect the reported amounts of our assets and liabilities and the disclosure of our contingent assets and liabilities at the end of each fiscal period and the reported amounts of revenue and expenses during each fiscal period. Critical accounting policies are defined as those policies that are reflective of significant judgments, estimates and uncertainties, which would potentially result in materially different results under different assumptions and conditions. Based on this definition, we have identified the critical accounting policies and significant judgments addressed below. We also have other accounting policies, which involve the use of estimates, judgments and assumptions that are significant to understanding our results, but the impact of these estimates, judgments and assumptions on our financial condition or operating performance is not considered material. Please see these policies in the Notes to our audited consolidated financial statements included elsewhere in this prospectus.

We regularly evaluate these judgments and estimates based on our own historical experience, knowledge and assessment of current business and other conditions and our expectations regarding the future based on available information and assumptions that we believe to be reasonable, which together form our basis for making judgments about matters that are not readily apparent from other sources. We believe the following accounting policies involve the most significant judgments, estimates and assumptions used in the preparation of our financial statements.

Deferred tax assets

We are subject to income 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 income 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 income tax assets and liabilities in the period in which such determination is made.

A minimal tax charge was recognized during the reporting periods due to the U.S. profitable position. We have tax loss carry-forwards of €24.9 million as of December 31, 2020. As a result of Dutch income tax law, tax loss carry-forwards are subject to a time limitation of six years. However, tax losses incurred up to and including the 2018 tax year, can be set off against any profit in the nine following years. As of 2022, any unexpired losses may be carried forward indefinitely and may be offset against taxable income up to €1.0 million and against 50% of taxable income in excess thereof. We do not assume that the public trading of our common shares as such will negatively affect the tax loss carry-forward position of the Company.

Deferred income tax assets are recognized for tax losses and other temporary differences to the extent that the realization of the related tax benefit through future taxable profits is probable. We recognize deferred tax assets arising from unused tax losses or tax credits only to the extent we have sufficient taxable temporary differences or if 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 us. Our judgment is that sufficient convincing other evidence is not available and therefore, a deferred tax asset is not recognized.

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 "Innovation Box." The effective rate for Innovation Box profits is 9%. We believe the company qualifies for the Innovation Box and in this respect are currently in the process for obtaining advance certainty from the Dutch tax authorities.

Recent accounting pronouncements

For further information on recent accounting pronouncements, please refer to Note 3 of the consolidated financial statements.

Implications of being an emerging growth company

As a company with less than \$1.07 billion in revenue during our last fiscal year, 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.

Internal control over financial reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting. Internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements in accordance with IFRS. As a result of becoming a public company, we will be required, pursuant to Section 404 of the Sarbanes-Oxley Act of 2002 to furnish a report by our management on, among other things, the effectiveness of our internal control over financial reporting for the first fiscal year beginning after the effective date of the

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registration statement of which this prospectus is a part or the date we are no longer an “emerging growth company” as defined in the JOBS Act, if we take advantage (as we expect to do) of the exemptions contained in the JOBS Act. This assessment will need to include disclosures of any material weaknesses identified by our management in our internal control over financial reporting. A material weakness is a deficiency, or combination of deficiencies, in internal control over financial reporting such that there is a reasonable possibility that a material misstatement of a company’s annual or interim financial statements will not be detected or prevented on a timely basis.

In connection with the preparation of our financial statements as of and for the years ended December 31, 2020 and 2019, we identified material weaknesses in the design of our internal control over financial reporting across the principles for each component of the COSO framework at the entity level (*i.e.* control environment, risk assessment, monitoring, information & communication and control activities) and accordingly, across our business and IT processes. The material weaknesses that we identified related to:

- the lack of consistent and documented risk assessment procedures and control activities related to our financial reporting, among which are a sufficient level of (management) review and approval, manual processes, roles and responsibilities, and adequate application and controls over information technology; and
- our failure to maintain a sufficient complement of personnel commensurate with our accounting and reporting requirements as we continue to grow as a company, and ability to: (i) design and maintain formal accounting policies, procedures and controls over the fair presentation of our financial statements; (ii) analyze, record and disclose complex accounting matters timely and accurately, including share-based compensation arrangements and other non-routine transactions; and (iii) design and maintain controls over the preparation and review of journal entries and financial statements, including maintaining appropriate segregation of duties.

Although several oversight and control activities are performed, not all activities are formalized and documented properly. In addition, where control activities are dependent on information used in a control, we do not perform or document controls to determine the completeness and accuracy of such information. We also did not have controls in place to monitor control activities and identify control deficiencies.

To address these material weaknesses, we will need to add personnel and continue to develop and implement new financial processes. We have taken steps to remediate the material weaknesses described above through hiring additional qualified accounting and financial reporting personnel, including hiring our Chief Financial Officer, Edward Smith, and a controller in the Netherlands and further evolving our accounting processes and policies. We also intend to continue hiring additional personnel in 2021. We will not be able to fully remediate these material weaknesses until these steps have been completed and have been operating effectively for a sufficient period of time. We cannot assure you that we will be able to successfully remediate these material weaknesses or that other material weakness will not be discovered in the future.

JOBS ACT

We are an emerging growth company, as defined in the JOBS Act. We intend to rely on certain of the exemptions and reduced requirements provided by the JOBS Act. As an emerging growth company, we are not required to, among other things, (i) provide an auditor’s attestation report on our system of internal controls over financial reporting pursuant to Section 404(b) of the Sarbanes-Oxley Act, and (ii) comply with certain 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).

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We would cease to be an emerging growth company upon the earliest to occur of (i) the last day of the fiscal year in which we have more than \$1.07 billion in annual gross revenues; (ii) the date we qualify as a “large accelerated filer,” with at least \$700.0 million of equity securities held by non-affiliates; (iii) the issuance, in any three-year period, by our Company of more than \$1.0 billion in nonconvertible debt securities held by non-affiliates; and (iv) the last day of the fiscal year ending after the fifth anniversary of the global offering. We have taken advantage of reduced reporting requirements in this prospectus. Accordingly, the information contained herein may be different than the information you receive from other public companies in which you hold equity securities.

Business

Overview

We are a biotechnology company focused on transforming cancer treatment by developing a platform of novel bispecific antibodies designed to selectively induce gamma-delta T cell-mediated immunity against tumor cells. Our approach activates Vg9Vd2 T cells, a specific and relatively abundant gamma-delta effector T cell subset, upon cross-linking to a selected tumor target by our bispecific gamma-delta T cell engagers, or gamma-delta bsTCEs. These cells have the natural ability to distinguish tumor cells from healthy cells by sensing certain intracellular metabolites that are enriched in cancer cells. Activated Vg9Vd2 T cells are engaged for direct tumor cell killing and, in addition, orchestrate an immunological cascade response that includes activation of innate and adaptive immune cells in the tumor microenvironment. Vg9Vd2 T cells belong to the first line of defense against cancer, with potential to elicit potent and durable responses in the clinic. Our preclinical data demonstrate that Vg9Vd2 T cell activation and killing of patient-derived tumor cells by our gamma-delta bsTCEs is potent and specific thereby providing a significant opportunity to address unmet medical needs, if approved. We expect that activation of adaptive immunity by our approach has the potential to provide durable immune responses with the potential of enhancing patient survival. We believe we are the only company developing bispecific gamma-delta T cell engaging antibodies for the treatment of cancer.

Based on the established correlation of Vg9Vd2 T cell prevalence with favorable outcomes and survival in hematologic malignancies and solid tumors, we believe our gamma-delta bsTCEs have the potential to treat patients with a wide variety of cancers, both as monotherapy and as part of combination regimens. Our lead product candidate, LAVA-051, is advancing toward a Phase 1/2a clinical trial for the treatment of CD1d-expressing hematologic cancers including chronic lymphocytic leukemia, or CLL, multiple myeloma, or MM, and acute myeloid leukemia, or AML. We are also developing our gamma-delta bsTCEs in solid tumors, led by LAVA-206x207, which targets prostate-specific membrane antigen, or PSMA, for the treatment of prostate cancer. We plan for LAVA-051 to enter the clinic in the first half of 2021, followed by LAVA-206x207 in the second half of 2021.

The anti-tumor potential of Vg9Vd2 T cells has previously been studied in multiple clinical trials, which were conducted through adoptive transfer or by *in vivo* activation of this cell type. These trials demonstrated that systemic activation of Vg9Vd2 T cells was generally well-tolerated by patients and resulted in objective clinical responses, but the overall results were not consistent or robust enough to support further development. Based on our preclinical data, we believe that an important root cause for underwhelming efficacy of these approaches was the systemic, non-tumor specific activation of Vg9Vd2 T cells and exhaustion of gamma-delta T cells. We believe a targeted approach utilizing a gamma-delta bsTCE could materially improve clinical responses with the bispecific antibody directing the Vg9Vd2 T cells to the tumor cells and specifically activating them *in situ* while avoiding cytokine release syndrome.

Classical T cell engager, or TCE, approaches, including bispecific antibodies that activate T cells through binding of CD3 (which is present on all T cells) and adoptive transfer of T cells expressing an engineered chimeric antigen receptor, or CAR-T cells, have provided convincing clinical activity against selected cancers. Nonetheless, the promise of TCEs for broader use as cancer therapy has not yet been fully realized. Stark drawbacks of these classical TCEs include significant dose limiting toxicities resulting from the excessive release of cytokines, referred to as cytokine release syndrome, or CRS. CD3-based TCEs have additional limitations because of their broad activation of T cells, including both effector T cells and regulatory cells, or Tregs. Activation of Tregs dampens anti-cancer immunity, potentially resulting in decreased or no therapeutic efficacy, particularly in patients with high amounts of Tregs in the tumor microenvironment. The therapeutic active dose and the toxic dose of CD3-based TCEs are often in close proximity, resulting in a very narrow therapeutic window, which may preclude full exploitation of their therapeutic potential. Adoptive transfer of CAR-T cells furthermore has also been associated with significant risk for CRS.

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We believe that our gamma-delta bsTCEs represent a new class of targeted immuno-oncology drugs that can overcome limitations of classical TCE approaches by exploiting the unique characteristics of Vg9Vd2 T cells. Our platform provides off-the-shelf therapeutics leveraging the validated benefits of antibody-based treatments, including standardized development. We designed our platform to be fully modular and compatible with existing approved and development-stage anti-tumor antibodies to facilitate expedited discovery and development of novel compounds.

Our gamma-delta bsTCEs specifically engage proinflammatory effector Vg9Vd2 T cells that retain their inherent tumor specificity thereby leveraging the natural ability of Vg9Vd2 T cells to distinguish tumor cells from healthy cells. The conditional activation of Vg9Vd2 T cells is designed for high precision in order to avoid a broad systemic (non-tumor specific) activation, systemic T cell exhaustion and CRS. We believe that the tumor selectivity and potency of our gamma-delta bsTCEs, together with the low risk of CRS, may result in a broad therapeutic window and may therefore provide benefit to a wide range of patients. Activated Vg9Vd2 T cells have the ability to trigger innate and adaptive immune cells through cytokine release and antigen presentation. Thereby, our technology has the potential to induce immunological memory and result in not only rapid cytotoxicity, but also potent and durable responses.

We have generated compelling preclinical data using patient tumor tissues that demonstrate the potency of our gamma-delta bsTCE platform in the preferred killing of tumor cells compared to healthy cells for both hematologic malignancies and solid tumors. Studies in non-human primates indicate that our gamma-delta T cell engagers are well tolerated with low activity against healthy cells and low induction of cytokines. Based on these findings, we believe that our gamma-delta bsTCE platform may be amenable for the development of targeted therapeutics in a wide variety of tumor indications.

Based on strong preclinical data, we believe our gamma-delta bsTCE platform has the potential to generate therapeutics designed to have a low potential for cytokine release syndrome that could become new standards of care in treating cancer. We are currently advancing a pipeline of multiple gamma-delta bsTCEs for the development of potential therapeutics in both hematologic malignancies and solid tumors.



Our portfolio is led by LAVA-051, a unique, humanized gamma-delta bsTCE targeting CD1d-expressing hematologic cancers, including CLL, MM, and AML. LAVA-051 is designed to kill CD1d-expressing tumor cells and works via a dual MoA. Via its principal MoA, LAVA-051 cross-links CD1d-expressing tumor cells and Vg9Vd2 T cells resulting in conditional Vg9Vd2 T cell activation, the secretion of cytolytic molecules and cytokines and

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subsequent tumor killing. As published in 2020 in *Nature Cancer*, we demonstrated that the CD1d-binding moiety of the bsTCE is uniquely able to enhance the interaction of CD1d and the T cell receptor of invariant NKT cells, or iNKT cells, which are a population of innate-like lymphocytes that play an important role in orchestrating immune responses in cancer. We also found that this feature led to iNKT cell activation and anti-tumor activity. We believe the combined Vg9Vd2 T cell and iNKT cell activating properties and the resulting cascade response contribute to the potential of LAVA-051 to provide rapid cytotoxicity, as well as long-term antitumor immune responses. We are also evaluating opportunities to develop LAVA-051 or derivatives thereof for the treatment of CD1d-expressing solid tumors.

In November 2020, we filed a Clinical Trial Application, or CTA, with the Competent Regulatory Authority of The Netherlands, or CCMO, for LAVA-051. We received regulatory authority approval for the CTA to commence our Phase 1/2a clinical trial with LAVA-051 in patients with relapsed and/or refractory CLL, MM and AML, which we expect to begin enrolling in the first half of 2021. In addition, we expect to file an Investigational New Drug, or IND, application with the U.S. Food and Drug Administration, or FDA, in the second half of 2022, after which patients from the U.S. will also be included in the ongoing Phase 1 part of the clinical trial.

We are also advancing a second program, LAVA-206x207, a gamma-delta bsTCE targeting PSMA for the potential treatment of prostate cancer. We expect to submit CTA or IND applications for LAVA-206x207 in the second half of 2022 and initiate a Phase 1/2a trial in metastatic castration-resistant prostate cancer in the second half of 2022. In addition to our two named lead programs, we are advancing a portfolio of discovery programs, which we expect will provide the opportunity for additional CTA/IND submissions in 2023.

Our platform capabilities are further validated by a research collaboration and license agreement with Janssen Biotech, Inc., one of the Janssen Pharmaceutical Companies of Johnson & Johnson, which we entered into in May 2020. Under the terms of this agreement, we are responsible for discovering and developing novel gamma-delta bsTCEs specific for an undisclosed target for the treatment of cancer. We received an upfront payment from Janssen of \$8.0 million, have achieved the milestone necessary to receive a \$1.0 million research milestone payment, and are eligible to receive potential additional research, development, regulatory and commercial milestones, as well as tiered royalties on sales, for any licensed products.

Since our founding, we have received approximately \$108.0 million in capital from premier investors, including Versant Ventures, Novo Holdings A/S, Sanofi Ventures, Redmile Group, LLC, Gilde Healthcare, MRL Ventures Fund, Ysios Capital and BB Pureos Bioventures.

Our team

We were founded in 2016 as a spinout from the VU University in Amsterdam, the Netherlands by leaders in the field therapeutic antibodies and of immuno-oncology, with significant insights and development capabilities in the field of gamma-delta T cells and, specifically, gamma-delta bsTCEs.

We have attracted a talented group of industry experts and scientists that now comprise a highly experienced team of over 30 employees. Our executive team has extensive expertise in building successful biotech companies and R&D organizations, including Stephen Hurly, our Chief Executive Officer, who has more than 25 years of leadership experience across life science companies and investment banking; Paul Parren, Ph.D., our Executive Vice President and Head of Research and Development and professor of Molecular Immunology at the Leiden University Medical Center, who has more than 30 years of experience in antibody science and drug development. Dr. Parren has contributed to over 200 scientific publications and 100 issued U.S. and EU patents, which led to the development of four approved antibody products and two clinically translated antibody technologies; Benjamin Winograd, M.D., Ph.D., our Chief Medical Officer, who has more than 35 years

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of experience within the pharmaceutical industry, including R&D leadership roles that resulted in the approval of seven cancer treatments; Hans van der Vliet, M.D., Ph.D., co-founder and our Chief Scientific Officer and professor of Medical Oncology at the Amsterdam UMC—Cancer Center Amsterdam, and lead inventor of our proprietary gamma-delta bsTCE platform; and Ton Adang, Ph.D., our Chief Development Officer, who has vast experience in drug discovery, development and project management of FDA reviews for multiple approved products. Across the leadership team, the team has been involved in the filing of more than 43 INDs and has contributed to the development of 23 approved cancer products.

In addition to our leadership team, we benefit from a distinguished Advisory Board that is actively involved in the development of our pipeline and comprised of world-renowned immuno-oncology science and medical leaders, including Prof. Madhav V. Dhodapkar, MBBS, Emory University School of Medicine; Prof. Dieter Kabelitz, Ph.D., University of Kiel Institute of Immunology; Prof. K. Dane Wittrup, Ph.D, Koch Institute for Integrative Cancer Research at MIT; and Chair Dr. Andrea van Elsas, Ph.D., Third Rock Ventures.

Our strategy

Our goal is to deliver gamma-delta bsTCE therapeutics that change the standard of care and improve outcomes for patients with hematologic malignancies and solid tumors. We are focused on discovering, developing and ultimately commercializing proprietary, off-the-shelf, targeted gamma-delta bsTCEs that leverage the power of gamma-delta T cells with high potency and precision to orchestrate anti-tumor immune responses. Key components of our strategy are to:

- **Establish ourselves as the leader in the gamma-delta T cell space.** We believe we are the first to develop gamma-delta bsTCE therapeutics and advance them into the clinical stage. Our extensive insights into gamma-delta T cell biology and therapeutic antibody development, cultivated through more than 20 average years of relevant research by our founders and leadership team, with 80 related patents and more than 200 peer-reviewed scientific papers, are driving the discovery and development of our innovative and differentiated therapeutic gamma-delta bsTCEs. Our targeting of Vg9Vd2 T cells affords us a level of precision that differentiates our approach from other gamma-delta approaches.
- **Advance our lead product candidate, LAVA-051, in hematologic tumors through clinical development and explore additional indications in solid tumors.** We are developing our lead dual-mechanism, CD1d gamma-delta bsTCE, LAVA-051, for the treatment of hematologic malignancies, initially focused on CLL, MM and AML. In November 2020, we filed a CTA with the CCMO for LAVA-051. We received regulatory authority approval for the CTA to commence our Phase 1/2a dose-escalation clinical trial, which we expect to begin enrolling in the first half of 2021. We aim to also explore the therapeutic potential of LAVA-051 in solid tumors in follow-on cohorts.
- **Advance our product candidate, LAVA-206x207, in prostate cancer through clinical development and explore additional indications in solid tumors.** Our PSMA-targeting gamma-delta bsTCE, LAVA-206x207, is designed to target and conditionally activate Vg9Vd2 T cells in PSMA-positive tumors and induce a cascade response resulting in immune activation. Prostate cancer is an “immunologically cold” tumor that does not typically respond to immune checkpoint therapy. Proof-of-concept with LAVA-206x207 may position our gamma-delta bsTCEs as potential immuno-oncology treatments for patients where current immune checkpoint therapy-based approaches have not been effective. We plan to submit a CTA and an IND application in the second half of 2021, followed by a Phase 1/2a dose-escalation clinical trial with LAVA-206x207 for the treatment of metastatic castration-resistant prostate cancer, or mCRPC, that we expect to initiate in the second half of 2021.

- **Leverage our platform to continue to advance and expand our earlier stage pipeline while broadening the potential applications of the platform to additional targets and patient populations.** We intend to preserve and extend our pioneering position in gamma-delta T cells by continuing to invest in our platform research to further broaden its potential and maximize the clinical utility of our gamma-delta bsTCEs. Our platform is designed to enable facile incorporation of any existing tumor-targeting antibodies. We are exploring additional tumor targets and patient populations for our gamma-delta bsTCE platform, in both hematologic malignancies and solid tumors, and proof-of-principle has been obtained for a number of bispecifics, including EGFR and CD40. We believe the modularity of our platform will allow us to rapidly discover and develop novel gamma-delta bsTCE candidates.
- **Enhance our pipeline and platform through strategic partnership and collaboration opportunities.** In 2020, we entered into a research collaboration and license agreement with Janssen, which we will continue to execute. Given the breadth of opportunities that our gamma-delta bsTCEs present in treating cancer, we will continue to explore additional strategic partnerships that enable us to expand and accelerate development of our gamma-delta bsTCEs, including through combinations with other oncology treatments.

T cell engagers in cancer therapy

Current T cell engager approaches

Immuno-oncology aims to harness the power of the immune system to drive a durable anti-cancer response that starts with the recognition of malignant cells as “foreign” and the ability to overcome immune evasion mechanisms employed by cancer.

Despite many successes in the field, one of the remaining fundamental challenges of leveraging the immune system for the treatment of cancer is to specifically activate immune effector cells against the tumor while avoiding immune activation against healthy cells. This requires, among other things, specific effector T cell engagement and activation at the tumor site, often made ineffective in cancer patients due to TME-driven immune inhibition. Immunotherapy currently utilizes multiple approaches to T cell engagement including bispecific T cell engagement and CAR-T cell engagement.

The first approach makes use of bispecific antibodies that can engage all T cells, irrespective of their antigen recognition specificity. The second approach involves the adoptive transfer of engineered T cells, such as CAR-T cells, empowered with specific tumor recognition ability able to generate anti-tumor activity *de novo*, independent of a pre-existing response.

In the bispecific antibody concept, the cytotoxic potential of effector T cells is redirected against the tumor. Through this approach, T cells are physically linked with tumor cells via bispecific antibodies that are composed of a T cell-binding domain and a tumor-binding domain. These TCEs primarily activate T cells through binding of CD3 ϵ in the T cell receptor complex and can thereby trigger broad activation of CD3 expressing T cells. These cells would otherwise individually require the specific recognition of a unique antigen in the context of polymorphic major histocompatibility complex, or MHC, molecules for their activation. Thereby, TCEs can bypass the normal antigen restriction of classic T cells, causing activation independent of the epitope specificity of the T cell receptor.

The dual-targeting concept enabled by TCEs holds great therapeutic promise, but translation of the concept into treatments has proved challenging. The archetypical application—T cell redirection and engagement via CD3—was first described in the mid-1980s but did not reach patients until 2009 with the European Union approval of catumaxomab. Catumaxomab was delivered intraperitoneally, as systemic intravenous administration induced fatal toxicity at low doses due to Fc-mediated off-target T cell activation in the liver. Catumaxomab was

withdrawn from the market in 2017 for commercial reasons, but the impressive clinical results of another approved CD3-based TCE, blinatumomab (CD3 × B lymphocyte antigen CD19), sparked renewed interest and investment in this approach. This is reflected in about 60 TCEs currently in clinical development for hematologic and solid tumor indications.

The second approach is the CAR-T cell, or engineered cell therapy, strategy, in which patient T cells are harvested and genetically engineered to carry a chimeric receptor allowing recognition of a specific target antigen on the tumor cell. Adoptive transfer of these cells then results in activation of the CAR-T cells and tumor cell killing. To date, multiple CAR-T therapies have generated promising clinical data, and two CAR-T cell therapies targeting CD19 have been approved, including KYMRIAH® and YESCARTA®, with many more being developed against different targets and leveraging effector activity of different cell types. The currently approved therapies are personalized approaches based on relatively complex and expensive technologies and procedures, in which a patient's own T cells are initially extracted and then re-administered after being modified. A next-generation approach is also in early stage development, based on the same complex engineering and manufacturing process but aimed at having off-the-shelf allogeneic cell product that can be used for several patients without lag time.

Challenges with current TCE approaches

Current TCE approaches, including CD3 TCEs and CAR-T approaches, have demonstrated anti-cancer activity in clinical settings, but have also been limited in their use due to several key challenges, including:

- **Limited therapeutic window** with severe side effects and dose-limiting toxicities, most prominently related to cytokine release syndrome and on-target, off-tumor related toxicities observed in both early-stage TCEs and CAR-T approaches.
- **High variability in effectiveness:** CD3 TCEs dampen the antitumor efficacy of cytotoxic T cells by co-activation of immune-suppressive Tregs which has resulted in variability of clinical efficacy.
- **Patient preconditioning:** For CAR-T, high doses of chemotherapy are typically needed to precondition the patient by lymphodepletion. Such lymphodepletion creates space for CAR-T cells and improves their homeostatic expansion and therapeutic efficacy, but it also results in side effects associated with both high-dose chemotherapy and leukopenia.
- **Burdensome dosing:** The only currently approved CD3 TCE requires burdensome, continuous dosing via an intravenous infusion pump as a result of short T cell engager pharmacokinetic half-life.
- **Manufacturing and logistics complexity:** CAR-T manufacturing complexities to date means that products cannot always be successfully produced for patients, and lengthy processes result in lag times for treatment administration, resulting in a long vein-to-vein time and a limited addressable patient population.

Gamma-delta bsTCEs: a potential new class of immuno-oncology treatments

The successes of current TCE approaches highlight the high potential of re-directing effector T cells responses as a therapeutic strategy to improve cancer patients' outcomes. The large number of oncology trials with bispecific TCEs in particular is further testimony to how this approach is, among the two described above, the most promising one both from a clinical and commercial perspective, also due to its advantages around manufacturing and its off-the-shelf characteristics. To reach its full potential additional research is needed to address the current products' challenges, which limit wider patient use and optimize these products profiles. We have identified the engagement of gamma-delta T cells as the next-generation application of TCEs and

believe our platform will address limitations of current TCEs to improve patient outcomes in both hematologic malignancies and solid tumors.

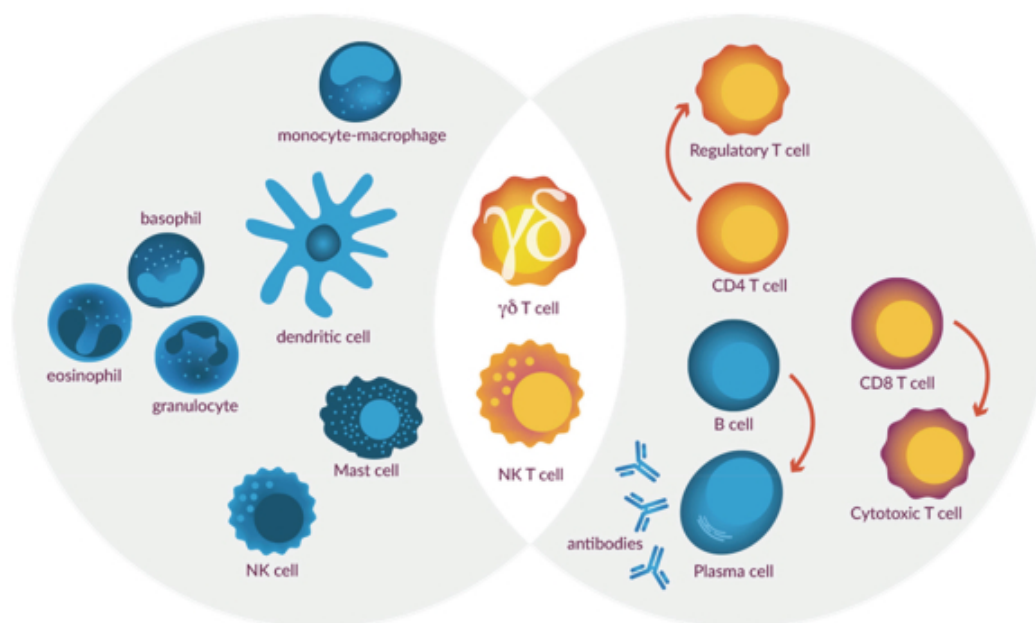
Background on Vg9Vd2 T cells

T lymphocytes are divided into two main categories based on T cell receptor type: $\alpha\beta$, or alpha-beta, and $\gamma\delta$, or gamma-delta, T cells. Human gamma-delta T cells are further classified based on the combination of their Vg and Vd receptor chains, with Vg9Vd2 T cells being relatively abundant in circulation, typically representing about 1-5% of all T cells in circulation. In addition, these gamma-delta T cells have been observed to infiltrate tumors.

Although the majority of human T cells express an alpha-beta T cell receptor, or TCR, a smaller proportion of T cells expresses a gamma-delta TCR. Conventional alpha-beta TCR bearing T cells can be subdivided in two major subtypes: CD4 expressing “helper” T cells, and CD8 expressing “cytotoxic” T cells. Both alpha-beta T cell populations recognize specific peptides loaded onto MHC molecules—MHC class II in the case of CD4+ T cells, and MHC class I in the case of CD8+ T cells. In contrast, gamma-delta T cells typically recognize their ligands independent of antigen processing and MHC restriction. The gamma-delta T cell population can be roughly divided into two large sub-populations: Vd1 and Vd2 TCR expressing gamma-delta T cells. The Vd2 population is the largest population in peripheral blood, representing approximately 90-95% of circulating gamma-delta T cells. These gamma-delta T cells associate almost invariably with the Vg9-chain, resulting in a very homogeneous effector cell population. This population has a monomorphic TCR with a well-defined specificity for phosphoantigens presented in the context of butyrophilin molecules, or BTN3A1/2A1, and also has a well-defined proinflammatory functional profile and a unique capacity to also act as antigen-presenting cells upon their activation. Conversely, Vd1 T cells constitute a heterogeneous population of cells in part because the Vd1 chain can pair with several Vg chains, such as Vg4,5,9, and also with $\alpha\beta$ -TCR, and has more variability in TCR CDRs. Similarly, Vd1 T cell subsets recognize various antigen presenting molecules and can recognize various antigens. Vd1 T cells also present with substantial functional diversity as have been shown to be able to exert cytotoxic effects, but also roles in tissue homeostasis and repair. Both cell subsets can infiltrate tumors, but protumor functions related to IL-17 production and a regulatory phenotype have only been reported for tumor-infiltrating Vd1 T cells, and in various tumor types infiltration of Vd1 has been demonstrated to be related to poorer patient outcome, while Vd2 tumor infiltration has been shown to correlate to positive prognosis

When these Vg9Vd2 T cells are activated, they secrete pro-inflammatory cytokines that trigger downstream immune cells from the innate and adaptive immune system, including alpha-beta T cells, NK cells and dendritic cells, as represented in the graphic below. Activated Vg9Vd2 T cells have a distinct ability to process and present the antigen to alpha-beta T cells, which may prime the adaptive immune system for a memory response, potentially resulting in deep and durable responses against disease.

Simplified overview of cells involved in innate and adaptive immunity



Adapted from Dranoff G., Nature Rev. Cancer 2004; 4: 11-22

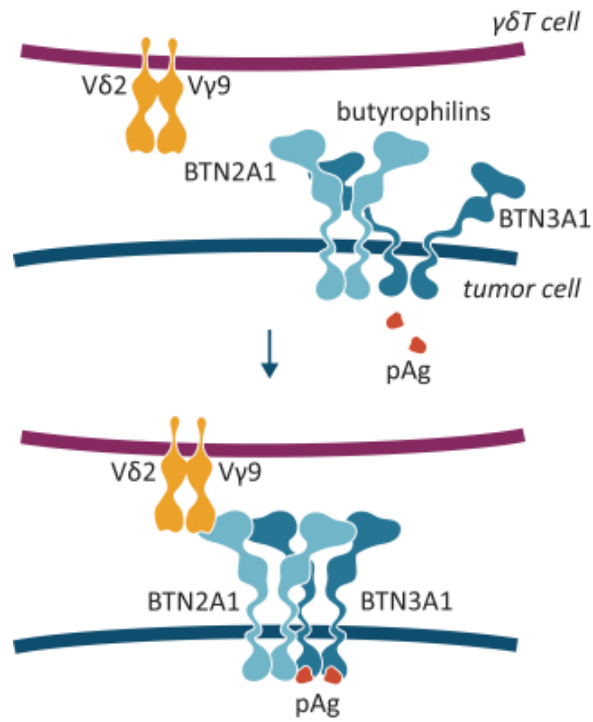
Targeting Vg9Vd2 T cells for cancer treatments

As mentioned above, Vg9Vd2 T cells have been observed to infiltrate a wide variety of cancer indications and can provide effective anti-tumor immune responses against both hematologic malignancies and solid tumors. These T cells contain a tumor recognition mechanism, allowing them to recognize and kill cancerous cells, while leaving healthy cells unharmed. As such, Vg9Vd2 T cells represent a potent and relatively homogeneous class of proinflammatory immune effector cells with an immune surveillance function.

Because Vg9Vd2 T cells have properties of both the innate and adaptive immune systems, they serve as a functional bridge between these two critical systems to effect tumor killing. They have the capability to be activated for immediate and potent killing of tumor cells, as well as the potential to induce a cascade response in which they trigger innate and adaptive immune cells through cytokine release and antigen presentation. The latter may induce immunological memory and result in not only potent, but also durable responses.

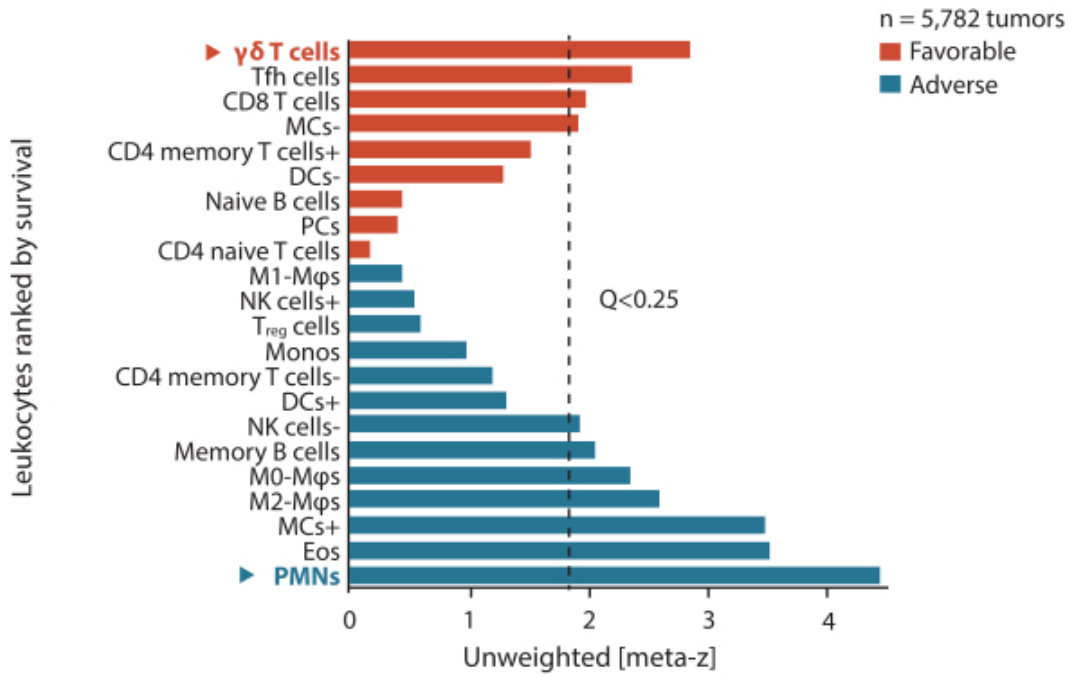
As depicted in the graphic below, Vg9Vd2 T cells detect and kill tumor cells by indirectly detecting specific metabolites, called phosphoantigens, which often accumulate intracellularly at relatively high levels in tumor cells. These phosphoantigens bind to an intracellular domain of the cell-surface receptor, butyrophilin, triggering a conformational change and the recognition of butyrophilin receptors on tumor cells by Vg9Vd2 T cells. Upon this interaction with tumor cells, Vg9Vd2 T cells are activated and release cytolytic molecules that can directly kill cancer cells and simultaneously produce pro-inflammatory cytokines that can attract other immune cells and trigger anti-cancer activity.

Model of natural Vg9Vd 2 T cells activation upon Vg9Vd 2 -TCR sensing of phosphoantigen/butyrophilin complexes



The presence of tumor-infiltrating gamma-delta T cells has shown the highest correlation with favorable outcomes for cancer patients as compared with other leukocyte subpopulations present in tumors, as reported in a landmark publication in *Nature Medicine* in 2015 and depicted in the figure below.

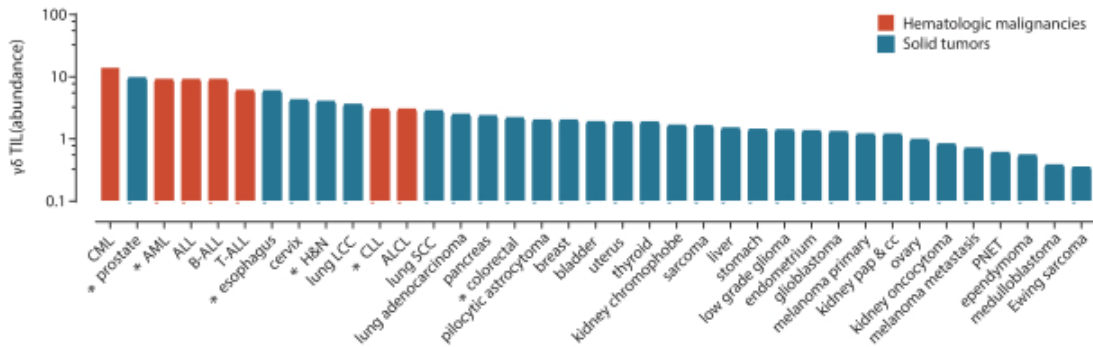
Global Prognostic Associations for 22 Leukocyte Types Across 25 Cancers



Adapted from Gentles A. et al, Nature Medicine 2015; 21: 938-945

Further, as reported in *Oncoimmunology* in 2017 and depicted in malignancies Vg9Vd2 T cells was confirmed in a large set of different tumors, including cancers that are low for alpha-beta T cell infiltration.

Abundance of tumor-infiltrating Vg9Vd2 T cells



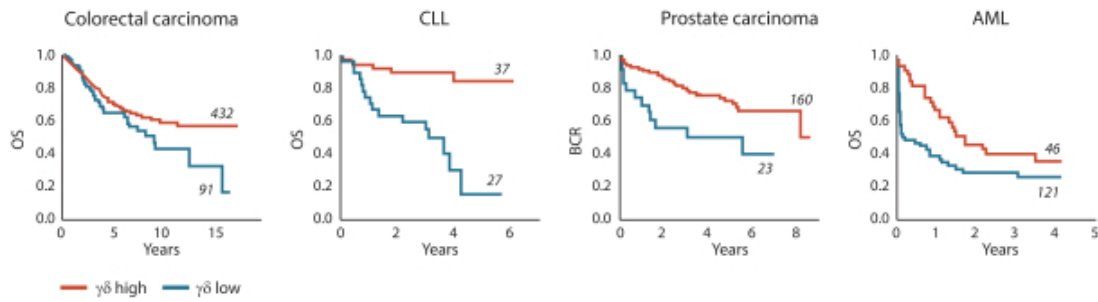
*: In vitro/ex vivo data generated using LAVA's γδ-bstCEs

Adapted from Tosolini M et al. *Oncoimmunology* 2017, vol 6, e1284723

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As reflected in the figure below, higher tumor-infiltrating Vg9Vd2 T cell abundance correlated with increased survival and favorable outcomes in several hematologic and solid tumors.

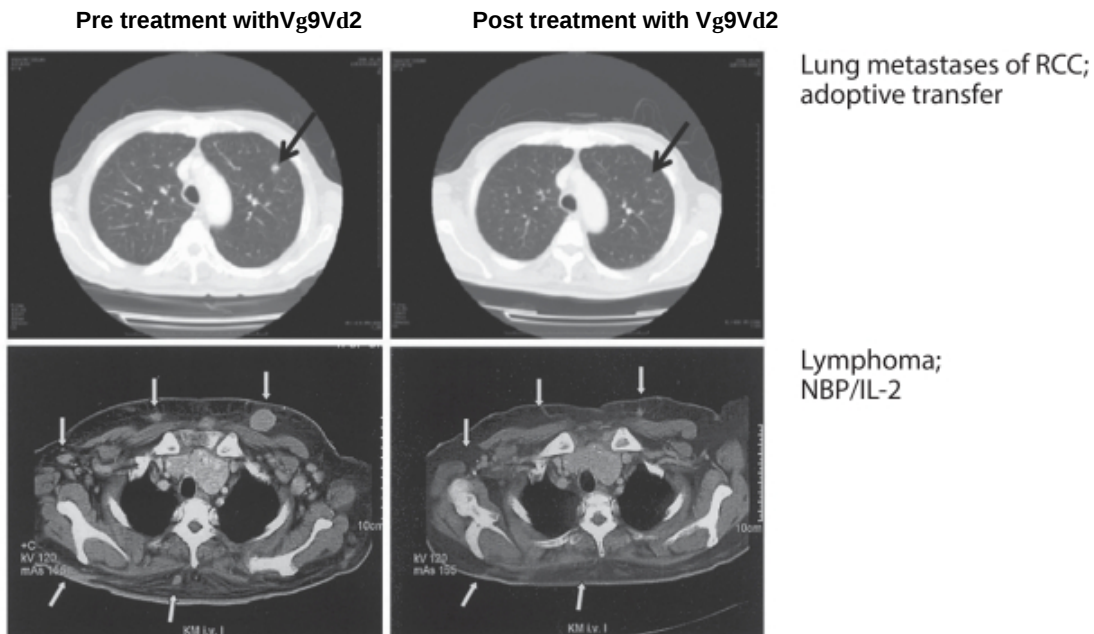
Improved clinical outcome in patients with higher number of Vg9Vd2 T cells



Tasolini M, et al. *Oncol Immunology*, 2017, vol 6, e1284723

The unique anti-cancer potential of gamma-delta T cells drove prior attempts to evaluate them in clinical trials. Various clinical trials were conducted utilizing either adoptive cell therapy of *ex vivo* expanded activated autologous or allogeneic gamma-delta T cells or *in vivo* gamma-delta T cell activation approaches with synthetic phosphoantigens or aminobisphosphonates. A 2014 report summarizing the results of thirteen clinical trials of patients with advanced or metastatic cancer treated with Vg9Vd2 T cell-based immunotherapy showed that the adoptive transfer and/or *in vivo* activation of gamma-delta T cells demonstrated clinical benefit with low toxicity grade. An example of this clinical benefit was reported by Buccheri, S et al. *J Biol Regul Homeost Agents* 2014; 28: 81-90, as shown by the reduction of cancerous masses in the patient scans below.

Examples of anti-tumor activity of Vy9Vd2-T cells in patients with hematologic malignancies and solid tumors



Kobayashi H, et al. *Cancer Immunol Immunother* 2011; 60:1075-1084

Wilhelm M, et al. *Blood* 2003;102:200-206

However, the results from these prior trials were not consistent or robust enough to support further development. A lack of a tumor-targeted activation and observed exhaustion of gamma-delta T cells may have dampened clinical responses. Based on our preclinical data, we believe that an important root cause for underwhelming efficacy of these approaches is the systemic non-tumor specific activation of Vg9Vd2 T cells. We believe a targeted approach utilizing a gamma-delta bsTCE could materially improve clinical responses while maintaining a favorable tolerability profile.

Advantages of our gamma-delta bsTCE approach

Gamma-delta bsTCEs represent an emerging new class of targeted immuno-oncology treatments. By engaging only Vg9Vd2 T cells, instead of all CD3-expressing T cells, our approach is designed to enable therapeutic options that overcome the limitations of previous and existing TCE approaches in the treatment of cancer. We believe our approach has the following advantages:

- **Unique engager of gamma-delta T cells.** Our gamma-delta bsTCEs specifically engage the proinflammatory immune effector Vg9Vd2 T cell population, unlike pan T cell engagers that also result in co-activation of immunosuppressive T cell populations that would otherwise impair the inherent tumor specificity of gamma-delta T cells. Our technology is designed to retain and leverage the natural ability of Vg9Vd2 T cells to distinguish tumor cells from healthy cells.
- **Conditional activation with precision.** Our gamma-delta bsTCEs only trigger activation of Vg9Vd2 T cells upon simultaneous binding of the gamma-delta T cell receptor and the cognate antigen on tumor cells. This conditional activation provides a tumor-targeting mechanism and avoids a broad systemic, or non-tumor specific, activation of Vg9Vd2 T cells. Tumor-targeted activation, by design, avoids systemic exhaustion, which is commonly observed after repeated generalized gamma-delta T cell triggering in phosphoantigen-based approaches applied by others.
- **Driving a cascade response that includes both innate and adaptive immune responses.** Activated Vg9Vd2 T cells have the ability to trigger innate and adaptive immune cells through cytokine release and antigen presentation. Thereby, our technology has the potential to induce immunological memory and result in not only rapid cytotoxicity, but also potent and durable responses.
- **High potency.** We have demonstrated high antitumor potency *in vitro* and *ex vivo* using both cell lines and patient tumor samples with our gamma-delta bsTCEs, with an average EC50 in the low picomolar range. This suggests that clinical antitumor activity may be triggered using relatively low doses of our gamma-delta bsTCEs.
- **Low Risk of Cytokine Release Syndrome.** Our highly targeted gamma-delta bsTCEs did not result in any instance of CRS in non-human primate studies. This is consistent with earlier clinical studies of gamma-delta T cell-based therapeutic approaches, including those that triggered systemic activation of the entire gamma-delta T cell population, were not accompanied by CRS. Therefore, our approach compares favorably to non-gamma-delta T cell-based strategies, which often suffer from the excessive release of cytokines resulting in CRS.
- **Potential activity in hematologic malignancies and solid tumors, including immunologically “cold” tumors.** Our gamma-delta bsTCEs can trigger activation of both peripheral blood and tumor-infiltrating Vg9Vd2 T cells, allowing access to and activity against both hematologic malignancies and solid tumors, potentially including those that have not been successfully addressed using checkpoint inhibitors. Infiltration of Vg9Vd2-T cells is not related to tumor mutational burden.
- **Broad therapeutic window.** Vg9Vd2 T cells have an inherent ability to distinguish cancerous from normal cells, which by design is retained in our gamma-delta bsTCE technology. Based on our preclinical data, we expect the optimal dose to be well below the toxic dose. We believe that the tumor selectivity and potency of our gamma-delta bsTCEs, in combination with the low risk of CRS, may provide a broad therapeutic window.

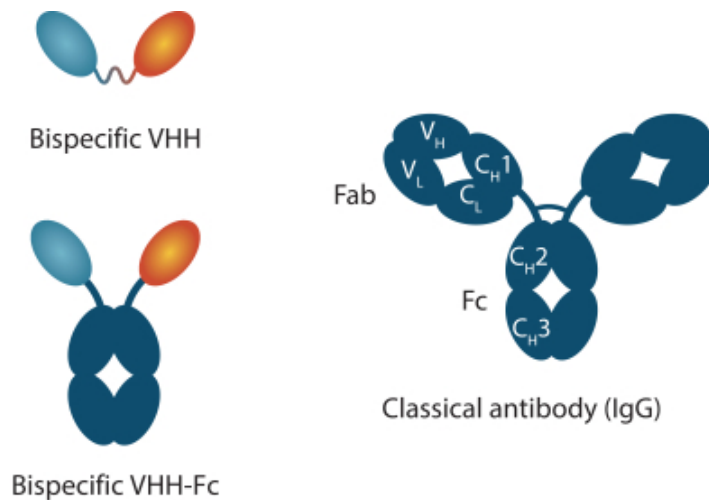
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- **Fully modular, allowing for the use of approved or in-development tumor-targeting antibodies.** Our platform is fully modular, enabling existing antibodies or antibody fragments to be incorporated into our gamma-delta bsTCE platform. This allows us to expedite the discovery and development of clinical candidates since no antibody panel generation is required. In addition, our platform uses standardized development procedures that are well-known to regulatory authorities.
- **Well-established, standardized manufacturing process.** Our gamma-delta bsTCEs are off-the-shelf products, which are manufactured using well-established, standardized processes that avoid the higher costs, complexities, product variability and treatment delays associated with the manufacturing of cellular products, such as CAR-T therapies.
- **Possible combination with checkpoint inhibitors and other oncology approaches.** Because of their distinct MoA and targeted nature, our gamma-delta bsTCEs have the potential to be combined with a variety of current standard-of-care therapies, including cytotoxic agents, anti-PD-1/PD-L1 agents, monoclonal antibodies and other cell therapy approaches, for the treatment of a wide range of cancer indications.

Our novel constructs

Our gamma-delta bsTCEs utilize fully humanized and highly specific single domain antibodies, which are known as VHH antibody fragments. VHH antibodies are known to have several key pharmaceutical advantages over conventional antibodies. As depicted in the graphic below, the variable region of VHH antibodies only contains a heavy chain domain, whereas the variable region of classic or conventional antibodies consists of a heavy and a light chain domain. VHH antibodies have been shown to be able to access unique epitopes that may not be accessible for conventional antibodies.

Structure of LAVA's gamma-delta bsTCEs versus that of a classical monoclonal antibody



VHH single domain antibodies are readily humanized and are known for their high stability, solubility and ease of manufacturing. The use of VHH single domain antibodies and their therapeutic potential have been validated by, for example, the approval of caplacizumab for patients with acquired thrombotic thrombocytopenic purpura.

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We are developing a novel proprietary platform in two relatively small formats: a bispecific format in which a Vg9Vd2 T cell receptor-specific VHH is linked to a tumor-targeting VHH via a short and clinically validated linker, and a bispecific format with a silenced Fragment crystallizable-, or Fc, domain, or VHH-Fc. We believe that the combination of a relatively small size and the Fc-mediated half-life extension facilitates tumor penetration and is therefore advantageous for the development of compounds targeting solid tumors.

Our manufacturing advantages

We have demonstrated that bispecific VHH antibodies can be produced in yeast, which allows for robust and low-cost production. Fc-domain-containing bispecific VHH-domain antibodies are produced using the widely used Chinese Hamster Ovary, or CHO, manufacturing platform and knobs-into-holes, or KiH, technology. KiH technology has been widely validated and is based on the introduction of a single amino acid “knob” mutation on the one heavy chain Fc, which fits into a complementary “hole” created by a three-amino acid mutation on the other heavy chain Fc. Bispecific VHH-Fc are thus produced in a single CHO cell line in which favored heterodimer pairing ensures high yields of the bispecific product.

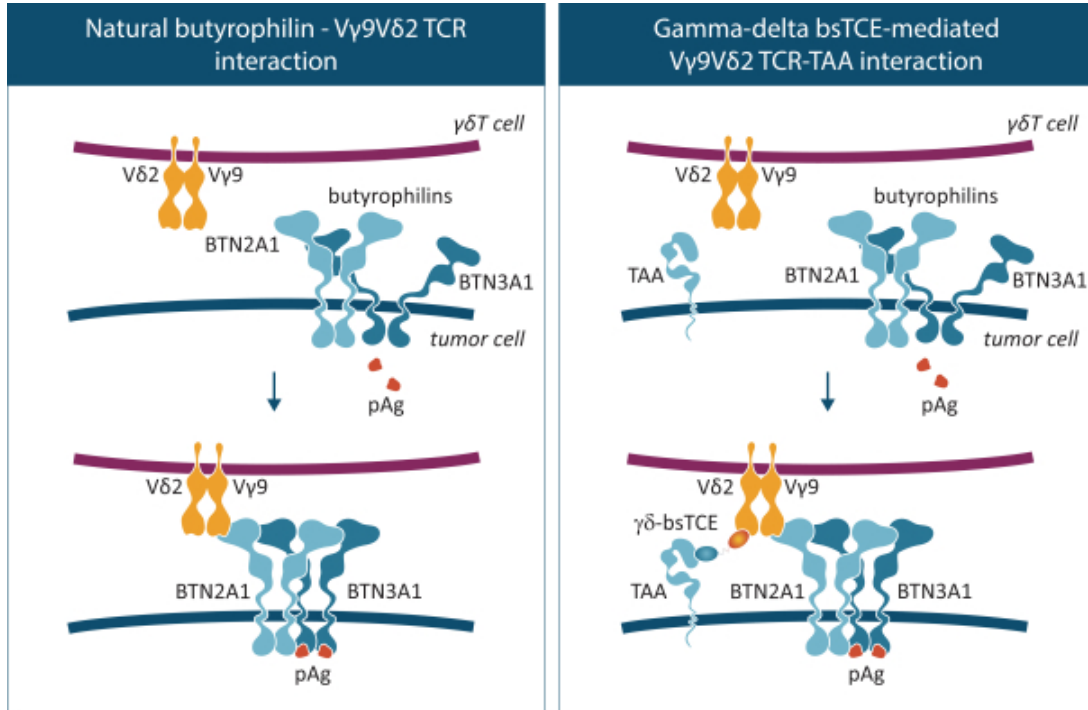
Our gamma-delta bsTCE platform

We have developed a proprietary gamma-delta bsTCE platform that optimizes tumor-targeted activation of Vg9Vd2 T cells for tumor cell killing, retains and leverages the inherent tumor cell recognition and killing capabilities of these cells and drives a downstream immune response cascade against tumor cells. As such, our platform combines the power and natural selectivity of Vg9Vd2 T cells and their ability to activate both arms of the immune system with the targeting advantages of small-sized bispecifics, providing the opportunity to significantly improve upon classical T cell engager approaches, as well as upon earlier strategies for recruiting gamma-delta T cells for cancer therapy.

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As depicted in the graphic below, the left panel shows the natural activation mechanism of Vg9Vd2 T cells, which, through recognition of phosphoantigen-activated butyrophilins, leads to tumor cell killing. The right panel depicts our approach using a gamma-delta bsTCE that features a humanized domain antibody specific for the Vd2 chain of the Vg9Vd2 T cell receptor. This bsTCE binds Vg9Vd2 T cells and a tumor-antigen of choice. Crosslinking via our bsTCEs leads to activation of Vg9Vd2 T cells and tumor cell killing. While our approach bypasses the requirement of interactions between the Vg9Vd2 TCR and phosphoantigen-activated butyrophilins, our gamma-delta bsTCEs do not block this cognate interaction, and thereby retain the inherent tumor specificity of Vg9Vd2 T cells. We have shown in our preclinical work that this results in strong activity against tumor cells, but only limited activity against healthy cells expressing the same target.

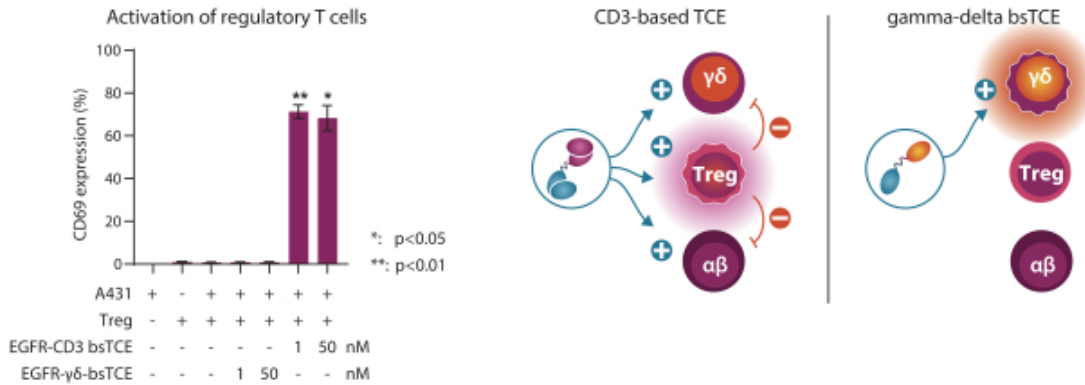
LAVA's proprietary gamma-delta bsTCE platform engages Vg9Vd2 T cells for targeted cancer treatment



We believe that the tumor preference of our gamma-delta bsTCEs is the result of several factors. Our approach targets antigens expressed on tumor cells at higher levels as compared to healthy cells.

In addition, our platform avoids the detrimental co-activation of immune-suppressive cells, such as Tregs, that is typically observed with CD3, or pan-T cell, TCEs, which can dampen the development of effective antitumor responses. This is illustrated below in an *in vitro* experiment where we have shown that Treg activation, as assessed by flowcytometric detection of the early activation-marker CD69, is induced by a CD3-based TCE but not by our gamma-delta bsTCE. Since our platform does not activate immune suppressive cells like Tregs, we believe this dampening effect is unlikely to occur with gamma-delta bsTCEs, increasing their potential efficacy compared to CD3-based TCEs.

CD3-based TCE but not gamma-delta bsTCE activate immunosuppressive regulatory T cells



The bar graph on the left shows an experiment in which tumor (A431) cells and regulatory T cells were incubated with an EGFR CD3-based bsTCE or with our EGFR gamma-delta bsTCE. The expression of the activation-marker CD69 on the regulatory T cells was determined.

The infographic on the right illustrates the conclusion that can be drawn from this experiment: gamma-delta bsTCE did not activate regulatory T cells, whereas the CD3-based TCE induced significant levels of regulatory T cell activation.

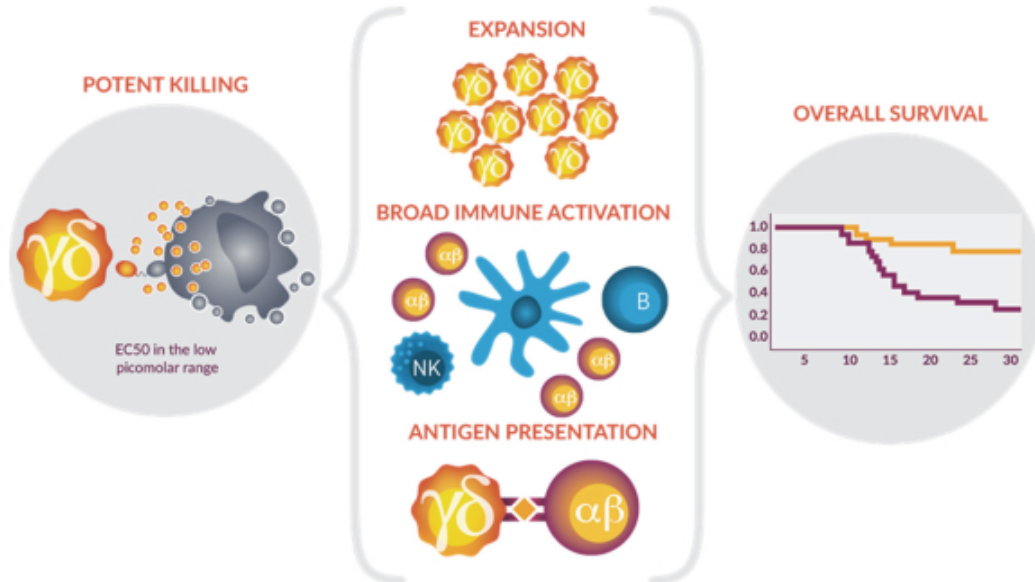
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As depicted below, we believe our platform-derived gamma-delta bsTCEs drive a cascade response that provides potentially for enhanced anti-tumor activity. After the initial activation of Vg9Vd2 T cells is mediated through our gamma-delta bsTCEs, the activated Vg9Vd2 T cells are designed to rapidly kill tumor target cells, and also have the potential for:

- **Expansion.** The Vg9Vd2 T cells proliferate, resulting in an increased number of anti-tumor Vg9Vd2 T cells.
- **Broad immune activation.** The Vg9Vd2 T cells trigger the activation and antitumor activity of other immune cells, such as NK cells, tumor-specific alpha-beta T cells and dendritic cells.
- **Antigen presentation.** The Vg9Vd2 T cells process and present tumor antigens and acquire dendritic cell-like antigen presenting functions to trigger the development of "classical" naive CD4⁺ and CD8⁺ alpha-beta T cell responses against the tumor.

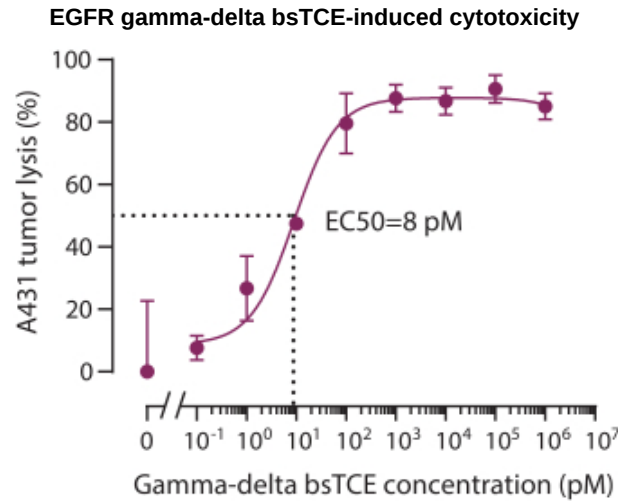
We believe that this cascade of events may lead to a more durable immune response.

Gamma-delta bsTCE have the potential to drive broad anti-cancer activity



Preclinical support for our mechanism of action

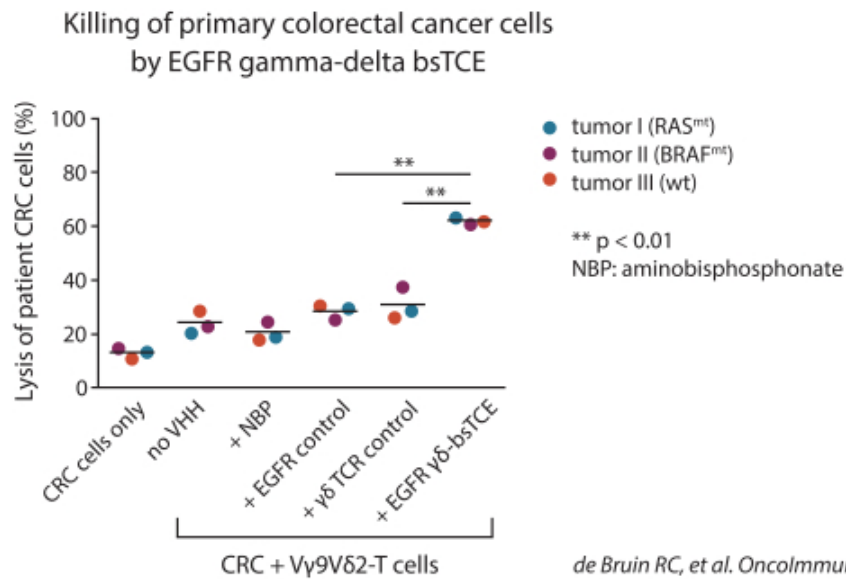
We believe that our gamma-delta bsTCEs possess features that have the potential to address a number of shortcomings of current TCE approaches for cancer. The figure below highlights the potent cytotoxicity with a picomolar, or pM, EC50 of an EGFR specific gamma-delta bsTCE for killing of EGFR-expressing A431 tumor cells and expanded Vg9Vd2 T cells during a 24-hour co-culture (n=3). A picomolar potency resulted in activation of Vg9Vd2 T cells at low receptor occupancy, supporting evidence of maximal activity of our gamma-delta bsTCE at low concentration. In this dose response experiment, all datapoints contained an equal number of tumor cells and gamma-delta T cells. Very limited killing, up to a maximum of approximately 20%, of tumor cells by gamma-delta T cells without the gamma-delta bsTCE was observed. The killing increased as we added the gamma-delta bsTCE, with about 0.2nM being sufficient to induce near complete tumor cell killing.



EGFR-expressing (A431) tumor cells were co-cultured with Vg9Vd 2 T cells in the presence of increasing concentrations of EGFR gamma-delta bsTCE. After 24 hours, the killing (lysis) of tumor cells was determined.

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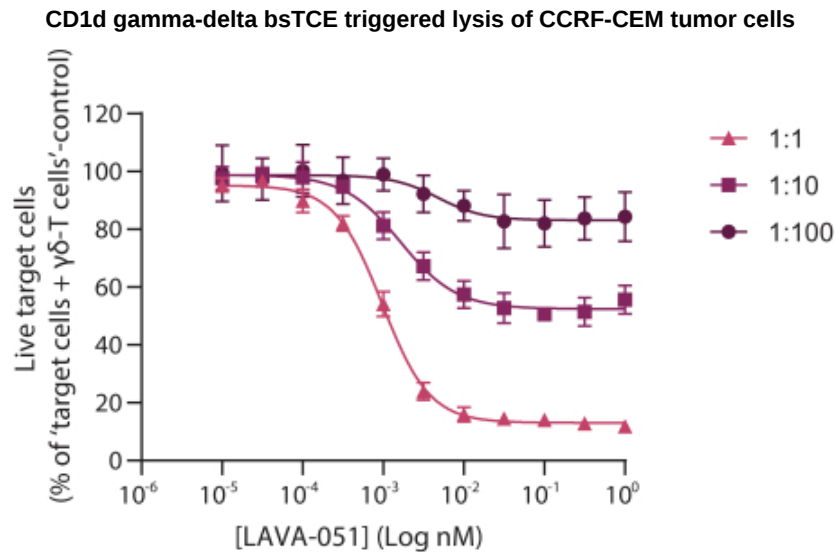
We have demonstrated that killing of tumor cells is conditional, as it requires the gamma-delta bsTCE to engage both the Vg9Vd2 TCR as well as the tumor cell simultaneously. This is shown in the figure below, in which our EGFR gamma-delta bsTCE induced Vg9Vd2 T cells to significantly kill patient-derived primary colorectal cancer, or CRC, cells in a four-hour co-culture. The gamma-delta bsTCE-mediated killing of CRC cells was shown to be significantly higher than in the presence of controls or gamma-delta T cells alone.



Colorectal cancer cells, derived from patients, were cultured together with Vg9Vd 2 T cells from healthy donors in the presence of EGFR gamma-delta bsTCE, or aminobisphosphonate, or NBP or monospecific EGFR- or gdTCR-control molecules. After 4 hours, killing of the tumor cells was determined.

Notably, tumor cell killing of primary colorectal cancer cells by our gamma-delta bsTCE occurred irrespective of downstream RAS or BRAF mutations. This is of potential importance as the conventional anti-EGFR monoclonal antibodies, cetuximab and panitumumab, have not shown relevant clinical activity as monotherapy in CRC patients with tumors harboring a RAS or BRAF mutation.

Vg9Vd2 T cells triggered by gamma-delta bsTCEs can mediate serial killing of tumor cells. The figure below shows killing of CCRF-CEM tumor cells, a T-ALL cell line naturally expressing the antigen CD1d, by Vg9Vd2 T cells at different effector-to-tumor target cell ratios using our CD1d gamma-delta bsTCE, LAVA-051, after 24 hours.

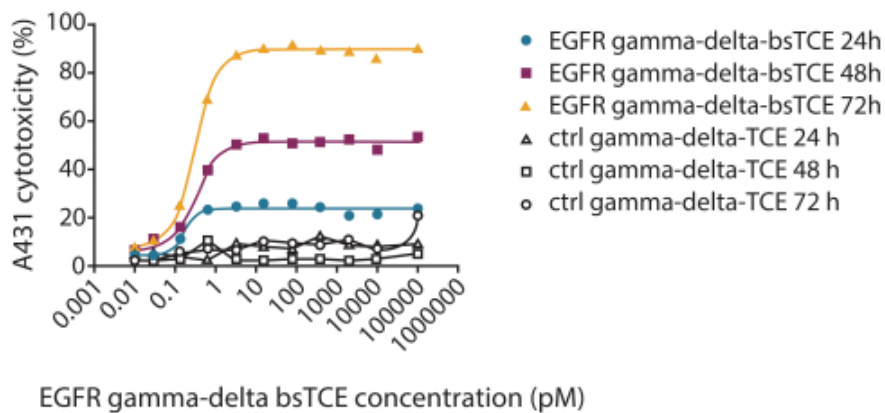


A tumor cell line derived from T-ALL (CCRF-CEM cells) was cultured with Vg9Vd2 T cells at various Vg9Vd2 T cell-to-tumor cell-ratio's (1:1, 1:10 and 1:100) in the presence of increasing concentrations of CD1d gamma-delta bsTCE. Killing of tumor cells was determined.

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Our platform has shown the ability to induce sustained killing of tumor cells over time. Increasing the exposure time between tumor cells and effector Vg9Vd2 T cells resulted in an increase in killing, illustrated with the blue, purple and yellow lines, respectively, using EGFR-expressing A431 tumor cells and an EGFR-gamma-delta-bsTCE, as shown in the chart below. Each data point has the same number of tumor cells and gamma-delta T cells. Very limited killing (up to a maximum of approximately 10% during 72 hours of exposure) was observed when gamma-delta T cells were incubated with tumor cells in the presence of controls. Killing was increased to approximately 90% in this experiment as we added our gamma-delta bsTCE.

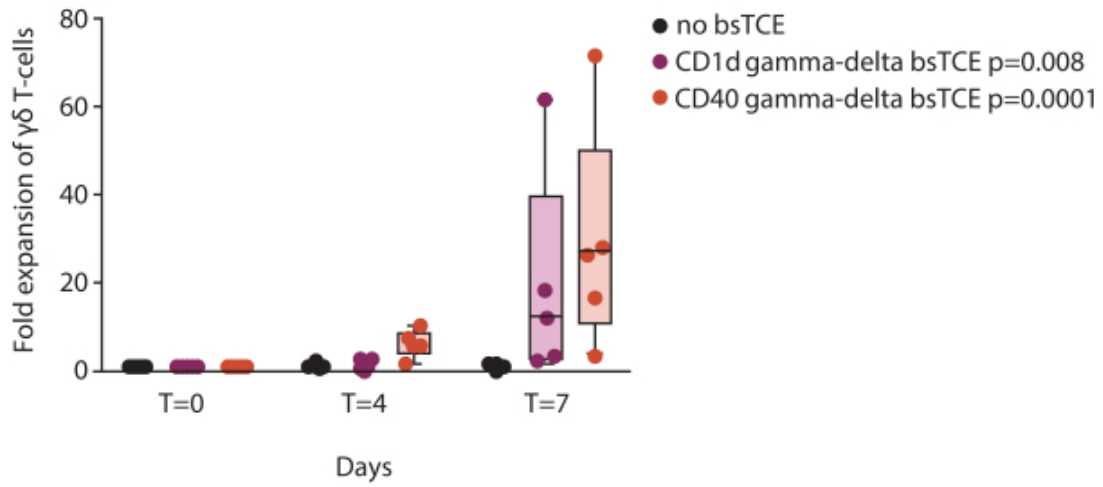
Sustained EGFR gamma-delta bsTCE mediated killing of tumor cells by Vg9Vd2 T cells



EGFR-expressing (A431) tumor cells were cultured with Vg9Vd2 T cells in the presence of increasing concentrations of EGFR gamma-delta bsTCE. Killing of the tumor cells was determined after 24, 48 and 72 hours.

Our preclinical work has shown the potential to drive substantial expansion of the Vg9Vd2 T cell population in assays where peripheral blood mononuclear cells are co-cultured with target expressing tumor cells for seven days. The figure below shows the expansion of Vg9Vd2 T cells by two different gamma-delta bsTCEs, a CD40-gamma-delta bsTCE and a CD1d-gamma-delta bsTCE.

Gamma-delta bsTCE mediated expansion of Vg9Vd2 T cells

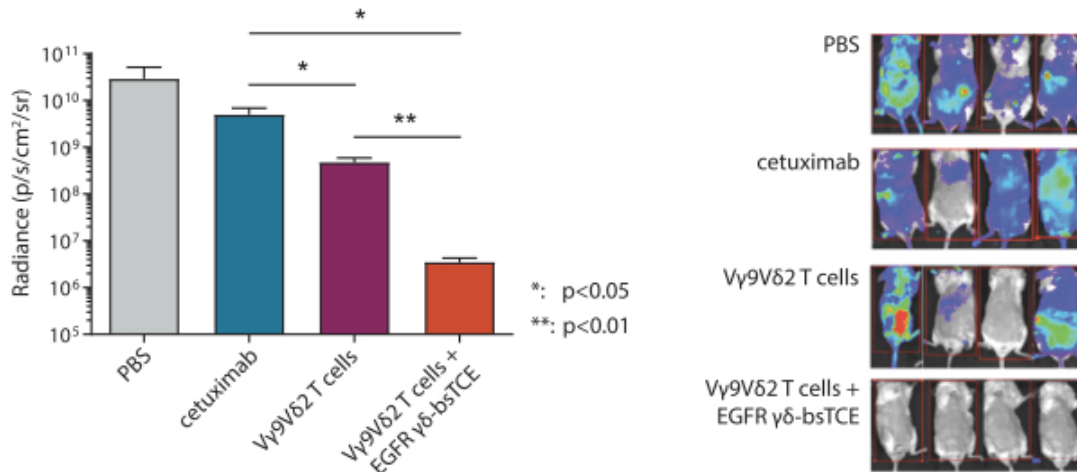


Mononuclear cells derived from the blood of healthy donors were cultured with CD1d and CD40 expressing tumor cells in the presence of CD1d gamma-delta bsTCE or CD40 gamma-delta bsTCE. The number of Vg9Vd2 T cells present in the culture was determined at the start of the experiment (T=0) and after 4 and 7 days.

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The *in vivo* activity of our approach has been demonstrated with various gamma-delta bsTCEs in several tumor models. We have demonstrated the antitumor activity of an EGFR gamma-delta bsTCE in immunodeficient mice inoculated with RAS mutant colorectal cancer cells using either expanded Vg9Vd2 T cells or human peripheral blood mononuclear cells, or PBMCs, as effector cells. In both settings, relevant antitumor activity was observed, as illustrated by reduced bioluminescence radiance, which reflects tumor load, reduced growth of subcutaneously implanted tumor and increased survival. In the upper panel below, using SW480 tumor cells, treatment consisted of either the anti-EGFR monoclonal antibody cetuximab, adoptive transfer of Vg9Vd2 T cells alone or in combination with the EGFR gamma-delta bsTCE on days 1, 4, and 7. In the lower panel below of HCT116 tumor cells, treatment consisted of intravenous placebo or 5 mg/kg or 0.5 mg/kg of the EGFR gamma-delta bsTCE. Our gamma-delta bsTCE demonstrated better outcomes than all other approaches in this preclinical setting, as shown in the figure below.

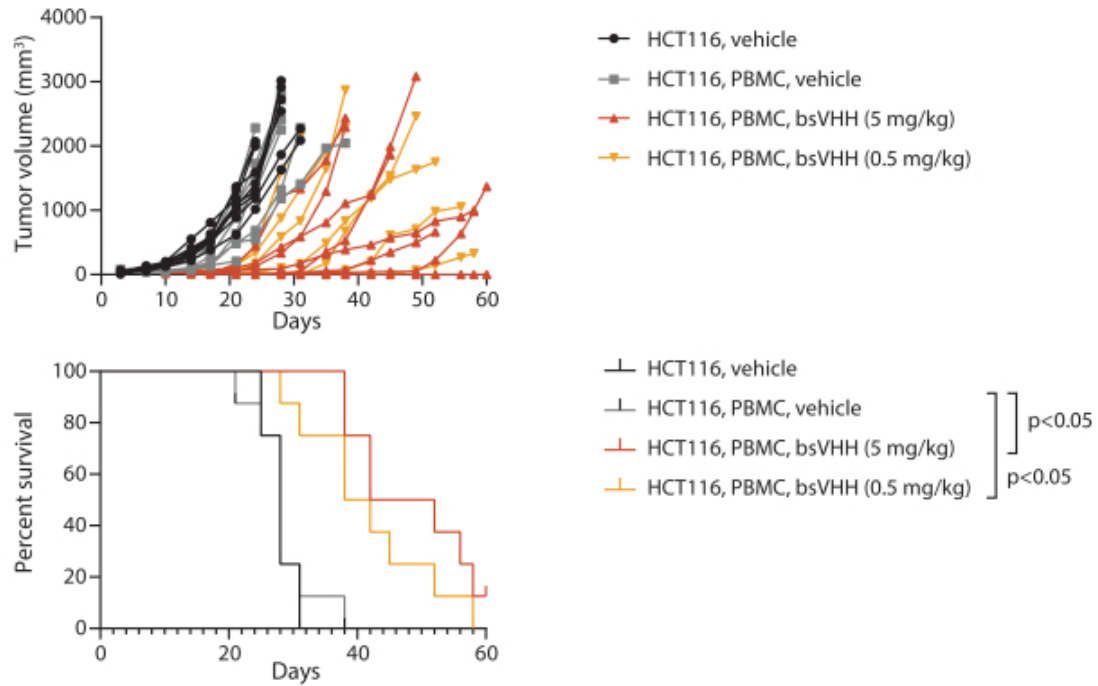
EGFR gamma-delta bsTCE induces anti-tumor activity of expanded Vg9Vd2 T cells against RAS-mutant colorectal cancer in immunodeficient mice



de Bruin RC, et al. *Oncol Immunology* 2018; 7(1):e1375641

Cells from the colorectal cancer cell line SW480, which contain a RAS mutation, were transfected to stably express luciferase. These cells were injected intravenously into immunodeficient mice on day 0. The mice were treated with 3 intravenous injections (days 1, 4, 7) of either the anti-EGFR monoclonal antibody cetuximab, Vg9Vd 2 T cells alone or Vg9Vd 2 T cells plus EGFR gamma-delta bsTCE. Bioluminescence imaging was performed after 35 days, to determine the tumor load in the mice. The bar graph shows the quantification of bioluminescence, the heat map indicates the sites and relative level of tumor cell activity in individual mice.

EGFR gamma-delta bsTCE induced anti-tumor activity of human PBMCs against RAS-mutant colorectal cancer in immunodeficient mice

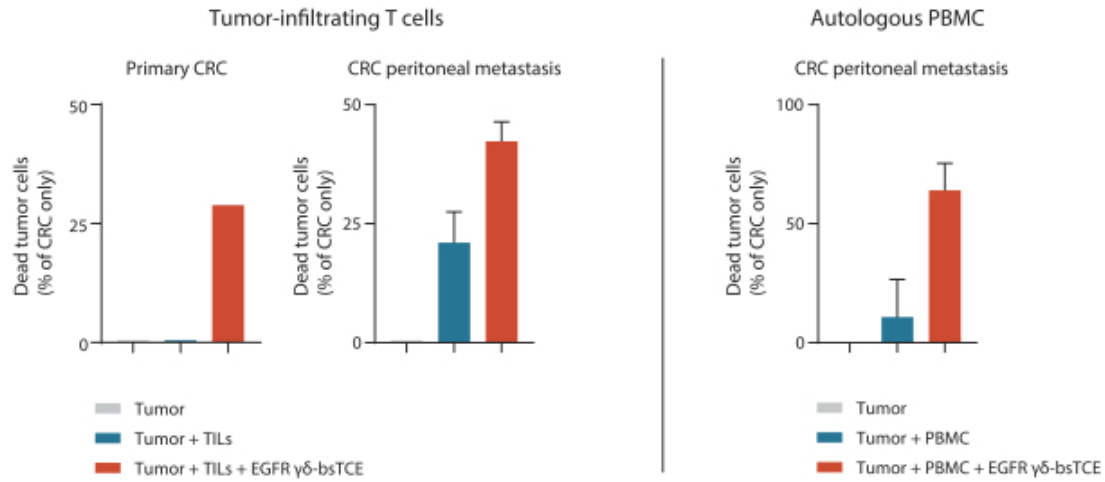


Cells from the colorectal cancer cell line HCT116, which contain a RAS mutation, and PBMCs derived from the blood of healthy donors were injected subcutaneously into immunodeficient mice. The mice were treated with intravenous injections of EGFR gamma-delta bsTCE at two dose levels during the first 14 days. Tumor volume (top graph) and percent survival of mice (bottom graph) were determined over time.

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Potent activity of our platform was also demonstrated using a combination of patient tumor cells and patient Vg9Vd2 T cells from the tumor infiltrating T cell population or in autologous PBMC. As illustrated below, an overnight co-culture of dissociated patient derived CRC cells, from either the primary tumor in the colon or from peritoneal metastases, and tumor infiltrating T cells, with a T cell-to-tumor cell ratio of 1:1, or autologous patient PBMC, with a PBMC-to-tumor cell ratio of 10:1, triggered lysis of the tumor cells in the presence of an EGFR gamma-delta bsTCE.

EGFR gamma-delta bsTCE induced lysis of patient colorectal cancer cells by autologous patient tumor-infiltrating T cells or PBMC

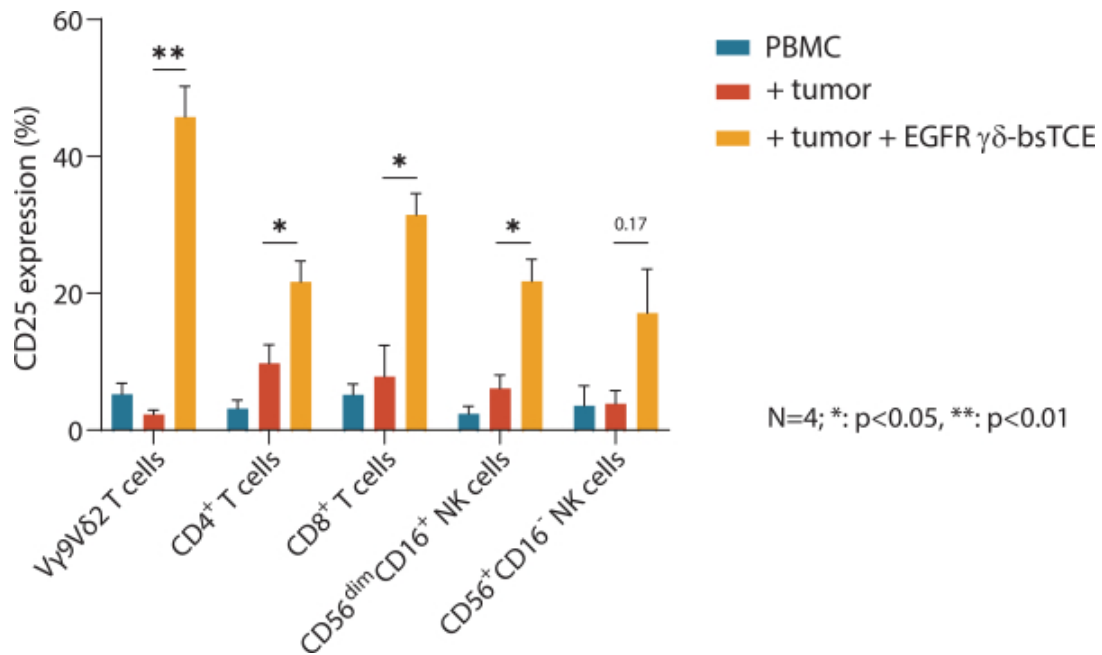


Colorectal cancer cells, derived from the primary tumor or from metastases in the peritoneum, were cultured with tumor infiltrating lymphocytes (TILs; one TIL per tumor cell) or with autologous PBMC (10 PBMCs per tumor cell), in the presence or absence of EGFR gamma-delta bsTCE. Killing of tumor cells was determined after over-night culture.

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Of note, in a co-culture of patient CRC cells, derived from peritoneal metastases, and autologous PBMCs, we observed that an EGFR gamma-delta bsTCE triggered not only Vg9Vd2 T cell activation but also downstream activation of CD4⁺ and CD8⁺ T cells and NK cells, as shown in the figure below.

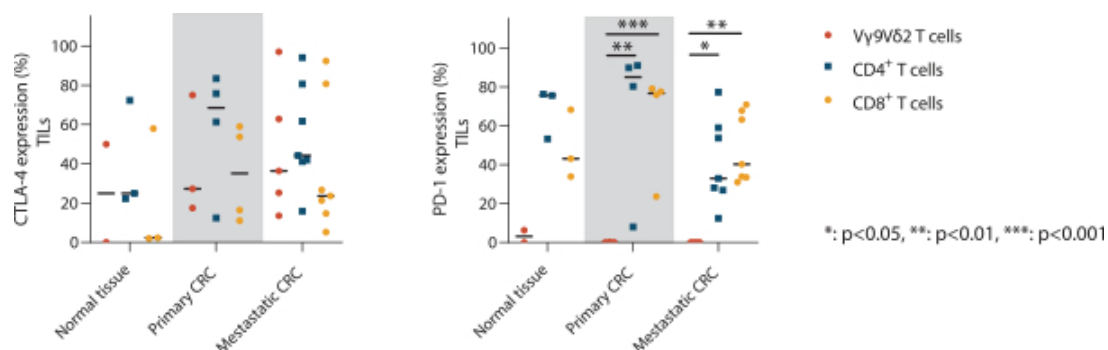
EGFR gamma-delta bsTCE triggers downstream activation of immune cells in co-cultures of patient PBMC and metastatic colorectal cancer cells



Cancer cells, derived from peritoneal metastases of patients with metastatic colorectal cancer, were cultured with autologous peripheral blood mononuclear cells, PBMC, with or without EGFR gamma-delta bsTCE. After 7 days the activation of Vg9Vd2 T cells, CD4⁺ and CD8⁺ T cells and NK cells was determined by measuring expression of the activation marker CD25.

In resected tumor tissue, derived from either the primary tumor or from peritoneal metastases, of patients with colorectal cancer, we have demonstrated that tumor infiltrating Vg9Vd2 T cells variably express the immune checkpoint receptor cytotoxic T-lymphocyte-associated protein 4, or CTLA-4, but limited to no programmed cell death protein 1, or PD-1, compared to conventional T cells, as shown in the figure below.

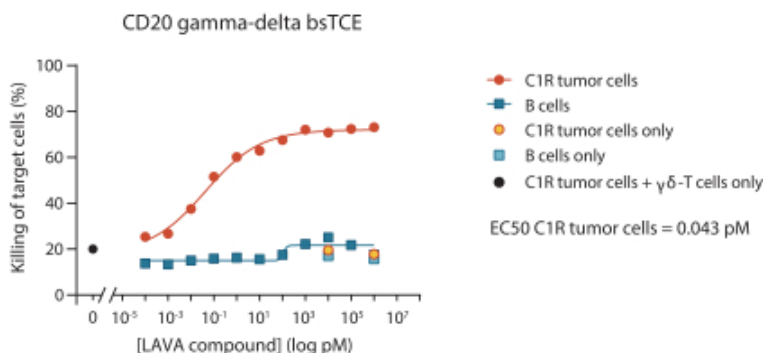
Tumor infiltrating Vg9Vd2 T cells express variable levels of CTLA-4 but, compared to conventional T cells, have limited to no PD-1 expression



The expression of CTLA-4, shown in the left graph, and PD-1, shown in the right graph, on tumor infiltrating Vg9Vd2, CD4+ and CD8+ T cells was determined in resected tumor tissue of patients with colorectal cancer and derived from either the primary tumor or from peritoneal metastases. For comparisons normal tissue, i.e. non-tumor affected tissue from the same patients, was used.

Our preclinical work has shown that gamma-delta bsTCEs result in preferential activity of Vg9Vd2 T cells towards cancer cells. This is illustrated in the figures below for two different gamma-delta bsTCEs. In the figure below, a concentration range of a CD20 gamma-delta bsTCE was shown to induce killing of a CD20 expressing C1R tumor cell line but not of CD20 expressing human healthy donor-derived B cells during a 24-hour co-culture (E:T ratio 2:1).

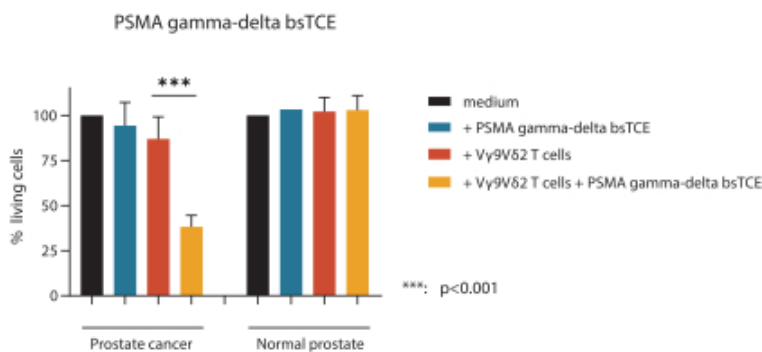
Gamma-delta bsTCE triggered preferential activity against tumor cells



Cells from the C1R tumor cell line or B cells from healthy donors, both expressing similar levels of CD20, were cultured alone or with Vg9Vd2 T cells in the presence of increasing concentrations of CD20 gamma-delta bsTCE. Killing of CD20-positive target cells was determined after 24 hours.

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In the figure below, a PSMA-gamma-delta bsTCE was shown to trigger Vg9Vd2 T cells, in an overnight assay, to lyse prostate cancer cells but not healthy prostate cells in paired dissociated tissue samples of patients undergoing radical prostatectomy for localized prostate cancer.



Patient-derived cells derived from dissociated prostate cancer or healthy prostate tissue were cultured alone or with Vg9Vd2 T cells in the presence of PSMA gamma-delta bsTCE. Killing of cells was determined after over-night culture.

Preclinical safety studies

In our studies in non-human primates, or NHPs, gamma-delta bsTCEs were well-tolerated. NHP studies were performed in cynomolgus monkeys with fully cross-reactive surrogate gamma-delta bsTCEs targeting EGFR, CD20 and CD1d.

The EGFR gamma-delta bsTCE used was shown to trigger human and monkey gamma-delta T cells when respectively crosslinked to human or monkey EGFR with similar potency. The EGFR, CD1d and CD20 gamma-delta bsTCEs were infused intravenously in two studies. First at daily doses of up to 1 mg/kg and second at doses up to 10 mg/kg four times during the course of one week. No clinical, biochemical, hematologic and histopathological signs of toxicity were observed. Cytokines were observed in the plasma after the first administration, but at relatively low levels that did not induce CRS. These results compare highly favorably to data reported on an EGFR-targeted CD3-based bsTCE which, in stark contrast, was highly toxic at 100 times lower doses, inducing up to 3-logs higher cytokine levels. Based on these data, our gamma-delta bsTCEs are expected to be well-tolerated and have a significantly improved therapeutic window than corresponding CD3-based TCEs.

The CD1d and CD20 gamma-delta bsTCEs were in addition studied in an extended dosing study in which NHP were infused by biweekly dosing at 1 mg/kg during the course of one month.

Monkeys treated with the CD1d engager showed mild clinical signs (temporary rise in body temperature and reduced appetite), but importantly cytokine levels again were low and the animals did not develop CRS. Overall the gamma-delta bsTCEs were well tolerated during prolonged biweekly dosing.

In summary, we believe these data indicate that our gamma-delta T cell engagers are well-tolerated, specifically indicating a low risk for CRS.

Our pipeline of gamma-delta bsTCEs

Supported by strong preclinical data, we are developing our gamma-delta bsTCEs to become a new standard for T cell engager cancer treatment designed to have a low potential for cytokine release syndrome. We are currently advancing a pipeline of multiple gamma-delta bsTCEs for the potential treatment of hematologic

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malignancies and solid tumors. We plan to develop each of these as a single agent or in combination with other therapies. The following table depicts our current pipeline:



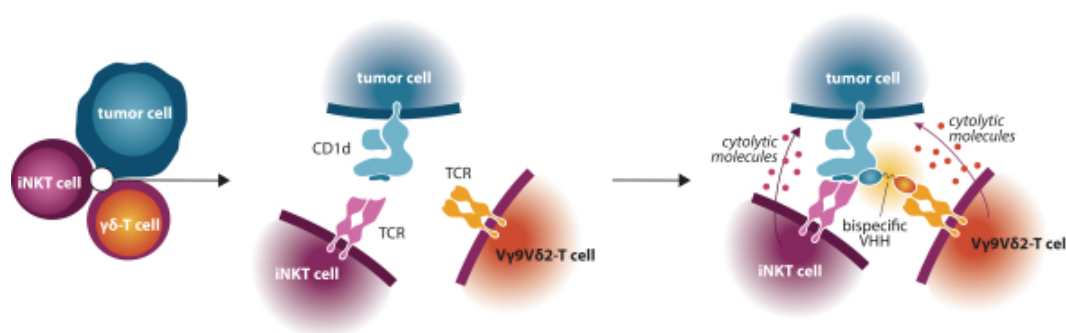
Our lead product candidate is LAVA-051, a humanized gamma-delta bTCE targeting CD1d-expressing hematologic cancers, including CLL, MM and AML. We have achieved preclinical proof-of-concept with LAVA-051, demonstrating its ability as the first antibody-based compound targeting CD1d to activate both Vγ9Vδ2 and iNKT cells, in a target-dependent manner. In addition, we are advancing a second product candidate, LAVA-206x207, a gamma-delta bTCE targeting PSMA for the potential treatment of prostate cancer, as well as a portfolio of discovery programs that we expect will provide the opportunity for additional INDs in 2023.

LAVA-051 for hematologic malignancies

LAVA-051 is a humanized gamma-delta bTCE that engages Vγ9Vδ2 T cells to kill tumor cells in a tumor target-dependent manner. We are starting a Phase 1/2a clinical trial of LAVA-051 in CLL, MM and AML patients in the first half of 2021. LAVA-051 consists of two VHH domain antibody fragments linked via a short, five amino acid glycine-serine linker. One arm recognizes the Vδ2 chain of the Vγ9Vδ2 TCR and the other arm is specific for the tumor antigen CD1d. CD1d is a glycoprotein involved in the presentation of lipid antigens to iNKT cells and is expressed on a wide range of hematologic malignancies, including CLL, MM and AML. CD1d has also been shown to be expressed by several solid tumors, including prostate, cervical, breast, renal cell and colorectal cancers.

We believe LAVA-051 has potential as a therapy against CD1d-expressing tumor cells thanks to its unique mechanism of action that can trigger both gamma-delta- and iNKT-mediated cell killing responses, as illustrated in the figure below. As its principal MoA, LAVA-051 cross-links CD1d-expressing tumor cells and Vγ9Vδ2 T cells resulting in conditional Vγ9Vδ2 T cell activation, the secretion of cytolytic molecules and cytokines and subsequent tumor killing. As published in 2020 in *Nature Cancer*, we demonstrated that the CD1d-binding moiety of the bispecific antibody uniquely enhances the interaction of CD1d and iNKT cells. iNKT cells constitute a population of innate-like lymphocytes that recognize lipid antigens presented by CD1d and play an important role in orchestrating immune responses in cancer and infection. We also found that this feature led to iNKT cell activation and additional anti-tumor activity.

Model illustrating the capacity of LAVA-051 to trigger activation and cytolytic activity of both iNKT cells and Vg9Vd2 T cell



Activated iNKT cells can exert direct cytotoxicity against CD1d-positive tumor cells and also produce pro-inflammatory cytokines that promote the cytotoxic activity of other immune cells, including Vg9Vd2 T cells, to induce subsequent tumor cell lysis. These combined MoAs contribute to the high anti-cancer potential of LAVA-051 and the potential to provide rapid cytotoxicity, as well as long-term antitumor immune responses.

CD1d is expressed by tumor cells in the majority of patients with CLL, MM and AML. Despite current treatment options, there remains an unmet need for patients with these cancers, as the vast majority will become refractory to or develop resistance to existing therapies.

In preclinical studies, LAVA-051 has shown activity against CD1d-positive CLL, MM and AML cells in *in vitro* functional assays. These results suggest that LAVA-051 may have a positive effect on clinical outcomes for CD1d-positive CLL, MM and AML patients.

Chronic lymphocytic leukemia (CLL)

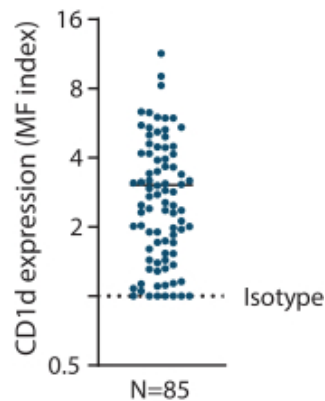
Chronic lymphocytic leukemia, or CLL, is the most common leukemia in the U.S. and Europe. CLL has an incidence of approximately 4.7 cases per 100,000 people in the U.S., and an increasing incidence in Western Europe including up to 5.27 per 100,000 in the UK. The disease has a male predominance and a median age of diagnosis of approximately 70 years.

CLL starts in white blood cells, called lymphocytes, in the bone marrow, and is caused by the monoclonal expansion of mature-appearing, functionally incompetent neoplastic B lymphocytes. As a disease, CLL has a highly variable presentation and as such, a variable clinical course. The majority of patients with CLL are initially asymptomatic and are managed with a watch-and-wait approach. In time, about two-thirds of patients will require treatment. There is no single agreed-upon, standard front-line treatment regimen for all symptomatic CLL, mostly due to differences in patient age and frailty. In recent years, two new classes of drugs have been added to the mostly chemotherapy-based treatments: the BCL-2 inhibitor venetoclax and the Bruton's tyrosine kinase, or BTK, inhibitors are now broadly evaluated at different stages of disease and in different patient segments and combinations. When disease progression occurs, especially after treatment with DNA-damaging agents, CLL cells serially accumulate adverse biological features and increasingly develop resistance to existing therapies. Novel and more effective therapeutic approaches with an alternative MoA and an acceptable safety profile are needed. Such patients, for whom no standard of care treatment currently exists will initially be included in our clinical trial with LAVA-051.

CD1d expression on CLL cells

We analyzed CD1d expression on CLL cells by calculating the mean fluorescence, or MF, intensity of CD1d divided by the MF intensity of the isotype control, resulting in the MF index. The MF index correlates positively with the expression levels of CD1d. Assessment of the CD1d expression levels on patient-obtained CD19+CD5+ CLL cells showed that the CD1d MF index ranged between 1.0 and 11.9 with a mean MF index of 3.1 (n=85), as shown in the figure below.

CD1d expression on patient CLL cells



CD1d expression levels on CLL cells from 85 patients was determined by flow cytometry. Expression was calculated as MF index: the mean fluorescence, or MF, intensity of CD1d staining divided by the MF intensity of staining with an isotype control.

Published studies have shown that CD1d levels are higher in more advanced stages of CLL, underscoring the potential of using CD1d as a target for Vg9Vd2 T cells in CLL immunotherapy.

Multiple myeloma (MM)

Multiple myeloma, or MM, is the second-most frequent blood cancer diagnosis in the U.S. and Western Europe, with an estimated incidence of about 4.5-6 per 100,000 people per year, with higher incidence in black male populations and lower incidence in Asian-Pacific populations. MM primarily affects elderly patients with a median age at diagnosis of 72 years.

MM is characterized by the neoplastic proliferation of plasma cells producing a monoclonal immunoglobulin known as M-protein. Plasma cells, a type of immune cell, are typically responsible for secreting antibodies to fight infection in a healthy person. In MM, the neoplastic plasma cells proliferate in the bone marrow and often result in extensive skeletal destruction with osteolytic lesions, osteopenia or pathologic fractures. Most patients with MM present with signs or symptoms related to the infiltration of plasma cells or symptoms related to the high levels of M-protein including a reduced immune function.

Even though the treatment landscape for MM has evolved considerably, MM remains an incurable disease. Patients typically receive combination therapy consisting of two or more different classes of drugs; combinations of different drugs are used upon failure of the previous treatment and disease progression. Upon relapse, typically the disease becomes more aggressive with shortened subsequent progression free intervals. There is a critical need to develop novel therapeutic approaches with a different MoA and an acceptable side-effect profile, particularly for relapsed refractory MM. LAVA-051 will initially be evaluated in MM patients who had progressive disease following treatment with the main drug classes used as standard therapy.

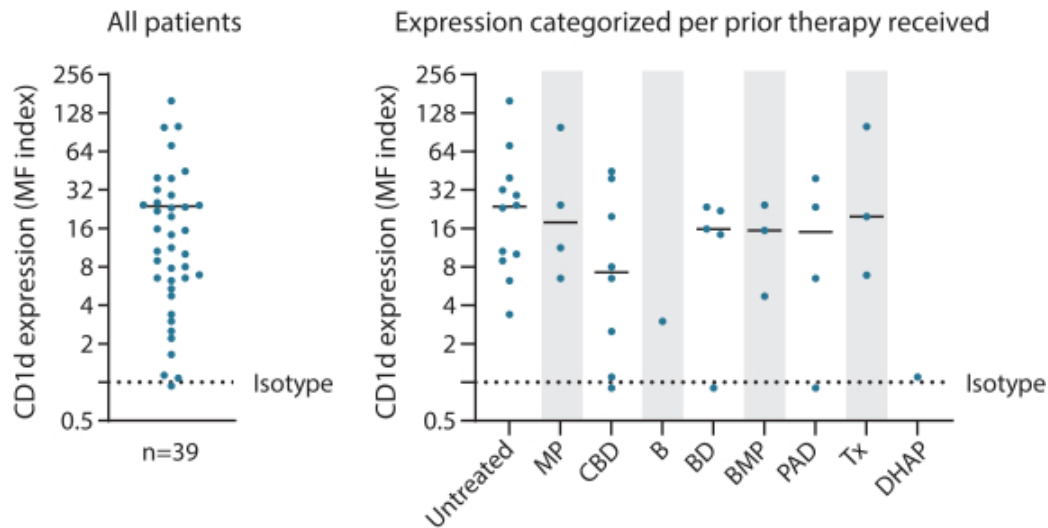
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Several studies have demonstrated that patient MM cells express CD1d and have shown MM cells to be susceptible to the cytolytic activity of both iNKT cells and gamma-delta T cells. These data, combined with the demonstrated ability of LAVA-051 to trigger targeted anti-cancer activity of iNKT and gamma-delta T cells in preclinical *in vitro* and *in vivo* models and *ex vivo* patient malignant cells, support the potential of targeting CD1d using LAVA-051 in MM.

CD1d expression on MM cells

We assessed CD1d expression on patient-obtained MM cells by flow cytometry. In general, MM cells were observed to be positive for CD1d with MF index levels ranging between 0.9 and 159.2, with a mean of 23.9 (n=39), as shown in figure A below. CD1d expression levels did not differ between untreated MM patients and MM patients that had undergone various pre-treatments prior to taking the bone marrow aspirate, indicating that there was no significant effect of the type of treatment for MM on CD1d expression levels, as shown in figure B below.

CD1d expression on patient multiple myeloma cells



The left graph shows CD1d expression levels on MM cells from 39 patients, determined by flow cytometry. Expression was calculated as MF index: the mean fluorescence, or MF, intensity of CD1d staining divided by the MF intensity of staining with an isotype control.

The right panel shows the CD1d expression categorized per type of treatment the patients received.

Legend for pretreatment received: MP: Melphalan, Prednisone; CBD: Cyclophosphan, Bortezomib, Dexamethasone; B: Bortezomib; BD: Bortezomib, dexamethasone; BMP: Bortezomib, melphalan, prednisone; PAD: Bortezomib, doxorubicin, dexamethasone; Tx: Auto-HSC transplantation; DHAP: Dexamethasone, cytarabine, cisplatin

Acute myeloid leukemia (AML)

AML is the most common form of acute leukemia in adults. The median age of diagnosis is 68 years and the age-adjusted incidence is about 4 per 100,000 people per year in the U.S. The incidence of AML increases, and its prognosis worsens, with age, ranging from a 5-year overall survival of 40-50% in younger patients under 50 years of age, to approximately 5-10% in older patients. Prognosis is also worse in patients with secondary AML, or with relapsed and/or refractory disease.

AML is characterized by infiltration of the bone marrow, blood and other tissues by proliferative, clonal, abnormally differentiated, and occasionally poorly differentiated cells of the hematopoietic system.

The mainstay of AML treatment for patients under approximately 60 years of age and medically fit patients consists of intensive induction chemotherapy. For patients who are not eligible for intensive regimens, therapy

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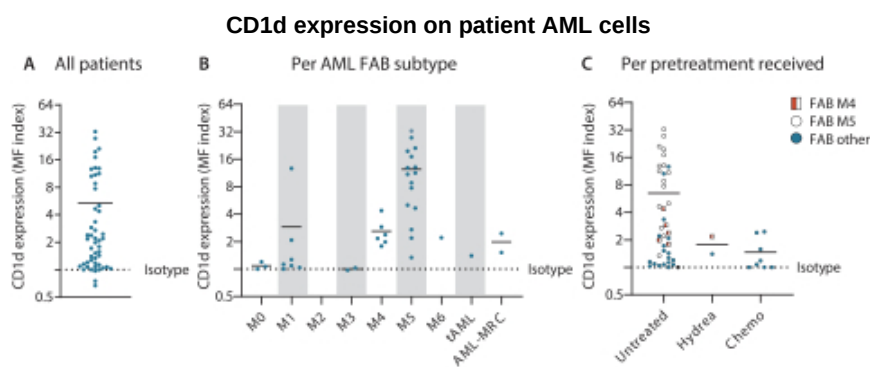
includes best-supportive care, low-dose cytarabine and hypomethylating agents decitabine and azacitidine alone or in combination with venetoclax. In the case of relapsed and/or refractory AML, patients are offered intensive salvage therapy with the aim of achieving a complete response and subsequent allogeneic hematopoietic stem cell transplant when deemed sufficiently physically fit. In other cases, patients receive low-intensity therapy or best supportive care.

In recent years, several novel treatments have been approved for certain treatment settings and/or subsets of AML patients, including approaches involving FLT3 inhibitors, IDH-2 inhibitors, IDH-1 inhibitors, and anti-CD33 antibodies. Despite the improved and more effective therapeutic options available to patients with AML, resistance has been shown to develop to most of these drug classes, underscoring the urgent need for efficacious therapies with novel MoAs.

CD1d+ AML cells have been shown to be susceptible to lysis by both iNKT cells as well as gamma-delta T cells. Among AML patients, expression of CD1d was reported to be most pronounced in patients with the myelomonocytic subtypes, which was confirmed in the patient series that we studied as described under “CD1d Expression on AML Cells.” We believe these data, combined with the demonstrated activity of LAVA-051 in triggering relevant anti-cancer activity of iNKT and gamma-delta T cells in preclinical *in vitro* and *in vivo* models and using *ex vivo* AML patient samples, support the potential of targeting CD1d using LAVA-051 in AML.

CD1d expression on AML cells

We assessed CD1d expression on patient-obtained AML blast cells, which is illustrated in the graphs below. AML bone marrow mononuclear cells, or BMNCs, were gated according to each respective AML phenotype, after which the expression of CD1d was analyzed on the blast cells. As shown in figure A below, the findings demonstrated that the mean fluorescent, or MF, index levels ranged between 0.7 and 32.7, with a mean of 5.4 (n=51). Subdividing the AML samples based on the French–American–British, or FAB, classification showed that AML FAB M4 and M5 displayed relatively high expression levels of CD1d, with a mean MF index of 2.6 and 12.4, respectively, as shown in Figure B below (n=38). In addition, the CD1d expression levels were determined on samples of untreated (n=41) vs treated patients (n=10), as shown in figure C below. High expression levels of CD1d in specific classifications of AML, including FAB M4 and M5, may inform our clinical development strategy in AML.



The left graph shows CD1d expression levels on AML blast cells from 51 patients, determined by flow cytometry. Expression was calculated as MF index: the mean fluorescence, or MF, intensity of CD1d staining divided by the MF intensity of staining with an isotype control.

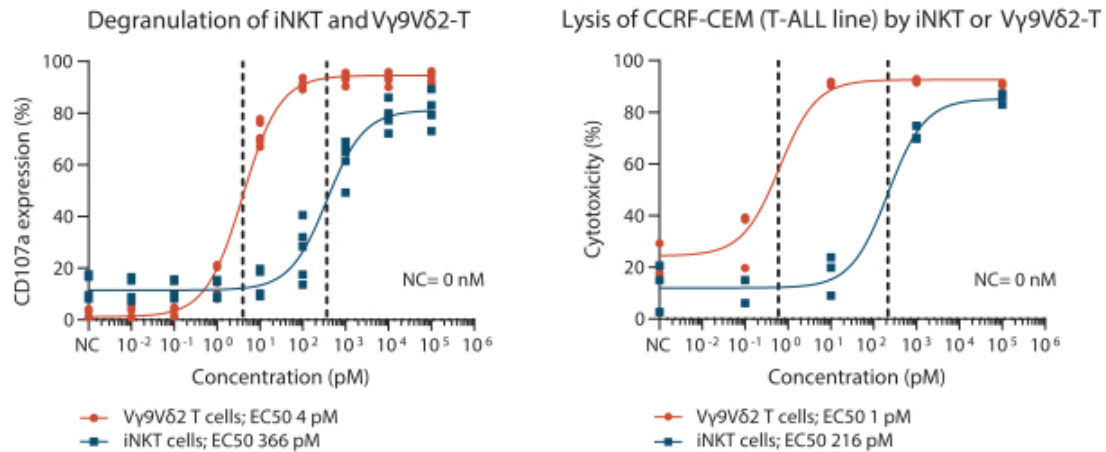
The middle panel shows the CD1d expression categorized per FAB subtype.

The right panel shows the CD1d expression categorized per type of treatment the patients received. Hydrea: Hydroxycarbamide. Chemo: Chemotherapy (unspecified).

LAVA-051 preclinical evidence targeting CD1d

In addition to inducing target-dependent Vg9Vd2 T cell activation and subsequent target cell lysis, LAVA-051 showed a capacity to induce activation of iNKT cells by strengthening the interaction of and stabilizing the binding between the iNKT TCR with its natural ligand CD1d. iNKT cells are activated through presentation of glycolipids in the groove of the MHC class I-like molecule CD1d. This complex is recognized by the iNKT TCR which triggers a signaling cascade that results in iNKT cell activation. The anti-CD1d VHH arm used in LAVA-051 is designed to recognize its ligand CD1d, and in the presence of iNKT cells, can strengthen the interaction between the iNKT TCR and CD1d. This caused increased activation of iNKT cells, including degranulation, or release of granules containing cytolytic molecules, as shown on the left-hand figure below, and induced target-dependent lysis of malignant CD1d expressing cells, specifically CCRF-CEM in our dataset, as shown in the right-hand figure below.

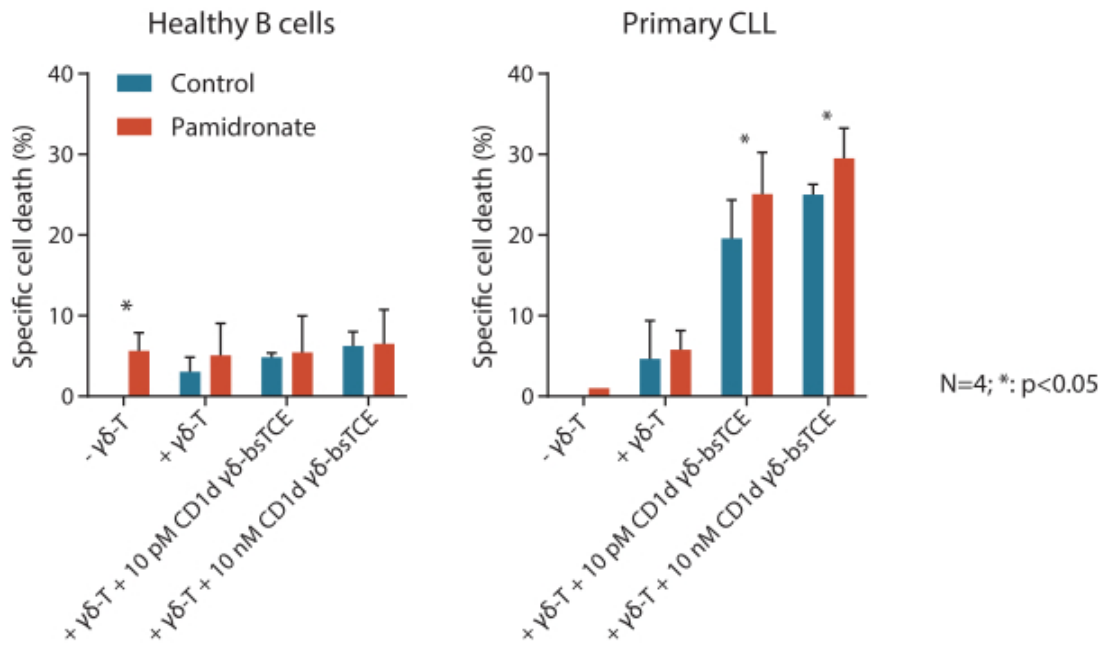
LAVA-051 triggered degranulation and cytotoxic activity of both iNKT cells and Vg9Vd2 T cells



iNKT or Vg9Vd2 T cells were cultured with CD1d-positive tumor cells in the presence of increasing concentrations of CD1d gamma-delta bsTCE. Degranulation was determined by measuring the degranulation-marker CD107a by flow cytometry after 4 hours (left graph). The ability to kill tumor cells was determined after 18 hours (right graph).

Further, CD1d gamma-delta bsTCEs caused preferential activity of Vg9Vd2 T cells against cancer cells expressing CD1d.

CD1d gamma-delta bsTCE triggered preferential activity of Vg9Vd 2 T cells against patient-derived CLL cells sparing healthy B cells



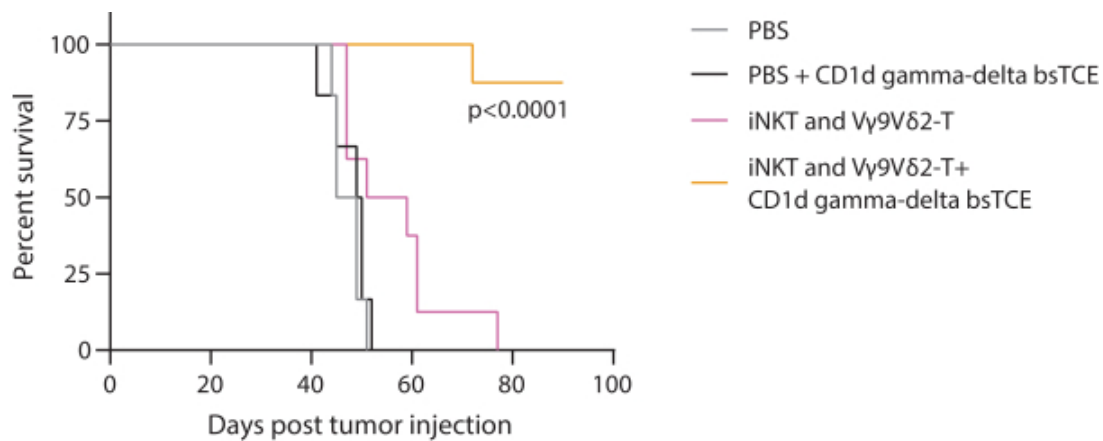
de Weerd *et al. Clin Cancer Res* 2021; doi: 10.1158/1078-0432.CCR-20-4576

Healthy B cells, known to express CD1d, and CD1d+ primary patient-derived CLL cells were pre-incubated for 2 hours in the presence or absence of pamidronate. Thereafter, the cells were co-cultured in a 1:1:1 ratio with healthy donor derived Vg9Vd2 T cells for 6 hours in the absence or presence of CD1d gamma-delta bsTCEs, after which specific killing of the healthy B cells (left graph) or CLL cells (right graph) was determined.

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In an *in vivo* model in immunodeficient mice, we showed that CD1d gamma-delta bsTCEs triggered iNKT and Vg9Vd2 T cell activity to control CD1d+ MM tumor cell growth and thereby resulted in strong improvement of survival, as illustrated in the figure below.

CD1d gamma-delta bsTCE induced anti-tumor activity of iNKT cells and Vg9Vd 2 T cells against CD1d-expressing MM in immunodeficient mice



CD1d expressing MM.1S, multiple myeloma-derived, tumor cells were injected intravenously into immunodeficient mice. The mice were treated with phosphate buffered saline, or PBS, solution as control or iNKT and Vg9Vd 2 T cell transfer and/or with CD1d gamma-delta bsTCE. The percent survival of mice was determined over time.

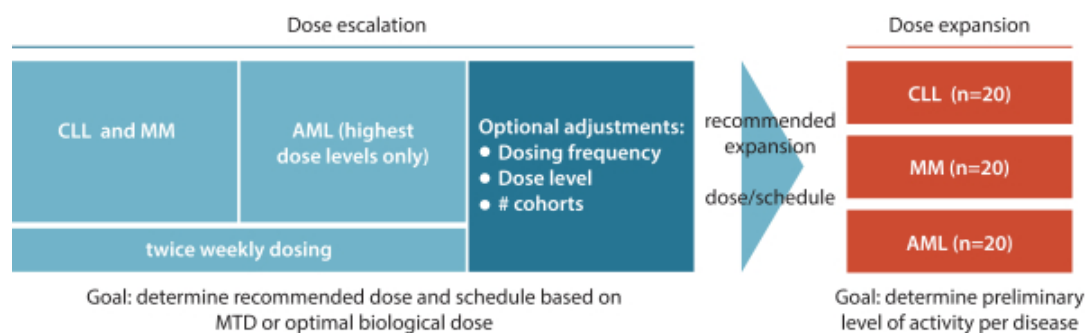
Based on preclinical data in models of CLL, MM and AML, we are preparing to initiate clinical development of LAVA-051 in the first half of 2021.

Phase 1/2a clinical trial

We plan to develop LAVA-051 initially for the treatment of patients with relapsed and/or refractory CD1d-positive hematologic malignancies. We have successfully completed Scientific Advice meetings with the Dutch and Swedish competent health authorities and obtained written feedback from the FDA regarding the early clinical development plan for LAVA-051. We gained alignment with all three regulatory authorities on the appropriateness to initiate clinical studies and on the principle that a safe starting dose (based on minimal anticipated biological effect level, or MABEL), can be selected for our planned first-in-human study. This open-label, multi-center, Phase 1/2a proof-of-concept clinical trial will evaluate the safety, tolerability, pharmacokinetics, or PK, pharmacodynamics, or PD, immunogenicity and antitumor activity of LAVA-051 in patients with relapsed and/or refractory CD1d-positive CLL, MM or AML.

The initial Phase 1 study will determine the safety and recommended Phase 2 dose, or RPD2, of LAVA-051. As AML is a rapidly progressing disease, patients with AML will be enrolled only once the RPD2 is defined. The clinical trial design for the Phase 1 portion is shown below. The Phase 1 clinical trial will utilize an adaptive design, initially with single CLL and/or MM patient cohorts; subsequent dose escalation will be determined on clinical safety, PK, and PD.

Schematic of our Phase 1 trial for LAVA-051 in Blood CLL, MM, and AML



Patients enrolled in the Phase 1 portion will receive LAVA-051 as a 2-hour intravenous infusion at the same dose level on days 1, 8, 11, 15, 18, 22 and 25 in the first treatment cycle of 28 days, and then twice weekly thereafter.

The selection of the initial dose and schedule for the Phase 1 portion of the clinical trial with LAVA-051 is based on our preclinical pharmacology studies, mechanistic *ex vivo* and *in vitro* investigations and PK and PD modeling approaches. In aggregate, these data have provided the information required for the calculation of the MABEL, definition of a safe starting dose and escalation schedule for the clinical trial with LAVA-051.

Once a RP2D has been established, the trial will expand into the Phase 2a portion, which will enroll patients in disease specific cohorts, with 20 patients per cohort, for relapsed and/or refractory CLL, MM and AML, to confirm safety and evaluate antitumor activity per disease cohort.

Next steps with LAVA-051

In November 2020, we filed a CTA with the CCMO for LAVA-051. We received regulatory authority approval for the CTA to commence our Phase 1/2a clinical trial with LAVA-051 in patients with relapsed and/or refractory CLL, MM and AML, which we expect to begin enrolling in the first half of 2021. In addition, we expect to file an IND application with the FDA in the first half of 2022, after which patients from the U.S. will also be included in the ongoing Phase 1 part of the clinical trial.

Based on the preliminary level of activity observed in either of the disease-oriented expansion cohorts of our Phase 1/2a study, we will be able to decide on the value of further expanding the Phase 2 in any of the three disease populations with high unmet medical need. Based on meeting disease-specific efficacy thresholds in the Phase 2 setting, we will consider applying for an accelerated approval pathway; in each of these three diseases novel drugs have been approved via the accelerated approval pathway.

We are also considering the potential to expand the evaluation of LAVA-051 into solid tumors, given the expression of CD1d in solid tumors, including prostate, cervical, breast, renal cell, and colorectal cancers.

LAVA 206x207 for the Treatment of Solid Tumors

Our second most advanced program is LAVA-206x207, which we have designed as a novel humanized gamma-delta bsTCE for the treatment of metastatic castration-resistant prostate cancer. LAVA-206x207 is a first-in-class, humanized gamma-delta bsTCE that targets PSMA and the Vd2 domain of the TCR. Importantly, it contains an Fc domain that provides for a longer half-life. LAVA-206x207 has a molecular weight of 78kD which is about half that of a conventional IgG-based antibody, potentially supporting better tumor penetration. An IND for LAVA-206x207 is expected to be submitted in the second half of 2021 .

Prostate cancer

Prostate cancer is the second most common cancer among men in the U.S., with nearly 200,000 new diagnoses in 2020. It is estimated that 50,000 men with metastatic castration-resistant prostate cancer, or mCRPC, are treated every year in the U.S. Several treatments are approved for mCRPC, including chemotherapies (docetaxel and cabazitaxel), next generation androgen receptor directed therapeutics (e.g. enzalutamide and abiraterone) and PARP inhibitors (for a small subset of patients with certain DNA damage repair mutations), which have collectively improved the therapeutic options for patients with mCRPC. The long-term outcome for patients with mCRPC is highly variable and will depend on prognostic factors of the underlying disease, its responsiveness to the available therapies and the co-morbidities of this generally elderly population. However, there is no curative treatment available today and additional new therapies are needed. Once mCRPC has metastasized beyond regional lymph nodes, the 5-year survival rate is 30%, and it is estimated that more than 33,000 men have died of mCRPC in the U.S. in 2020.

Prostate cancer is well-known for its immunosuppressive tumor microenvironment and generally low tumor mutational burden. These characteristics are believed to hamper the efficacy of classical CD3-based TCEs and other immuno-oncology compounds. According to published literature, prostate cancer is the solid tumor indication with the highest relative abundance of tumor-infiltrating Vg9Vd2 T cells. This high abundance correlates with a lower biochemical recurrence, or BCR rate, which in turn is related to an improved patient prognosis.

PSMA, a transmembrane protein, is expressed by the vast majority of prostate tumors, and its expression is further increased in poorly differentiated, metastatic, and hormone-refractory carcinomas. Its expression profile in prostate cancer and carcinomas make PSMA an important target for immunotherapies with this form of cancer and has been clinically validated.

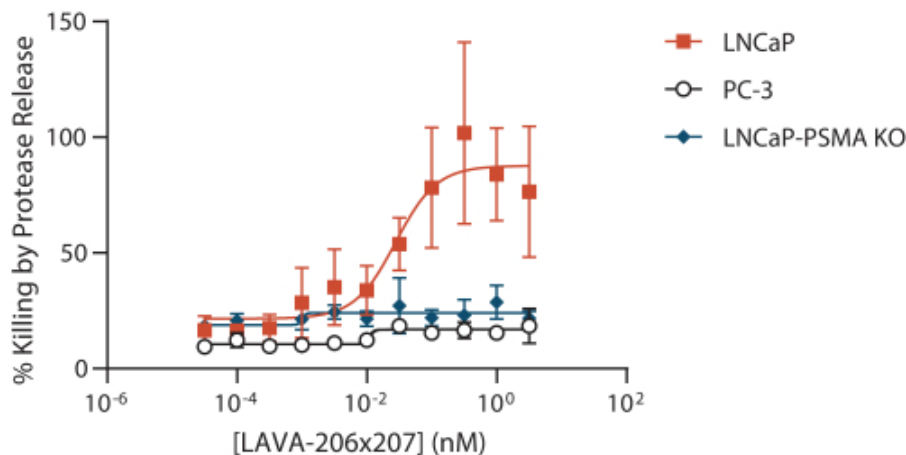
LAVA-206x207 for prostate cancer

LAVA-206x207 has been demonstrated to be specific and potent in its ability to induce Vg9Vd2-T cell mediated killing of PSMA-positive tumor cells. We validated the extended half-life of the lead molecule in relevant animal models *in vivo*.

In preclinical models, LAVA-206x207 has shown potency in Vg9Vd2 T cell-dependent target cell lysis of PSMA-positive cells. We assessed LAVA-206x207 for potency in inducing Vg9Vd2 T cell-dependent cytotoxicity of the PSMA positive LNCaP cell line, which are androgen-sensitive human prostate adenocarcinoma cells. We demonstrated potent cell killing, with an average EC50 of 15 pM against PSMA-positive LNCaP prostate tumor cells and that this killing was targeted to PSMA-expressing cells, as we observed no cytotoxicity against the PSMA-negative cell line PC-3 or an LNCaP-based cell line in which PSMA was knocked out.

LAVA-206x207 triggered Vg9Vd2 T cell mediated lysis of PSMA+ LNCaP prostate cancer cells

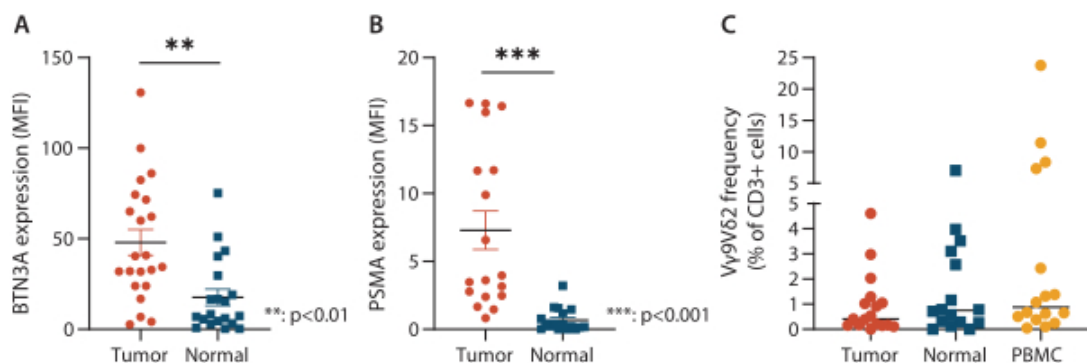
Cytotoxicity assay using gamma-delta T cells



Cells from the prostate cancer cell lines LNCaP, which express PSMA, and PC-3, which did not express detectable PSMA, were cultured with Vg9Vd2 T cells in the presence of increasing concentrations of PSMA gamma-delta bTCE, and killing of tumor cells was determined. To further determine PSMA-specificity, LNCaP cells in which PSMA expression was abolished (LNCaP-PSMA-KO) were used.

In order to demonstrate the relevance of targeting PSMA and Vg9Vd2 T cells in prostate cancer, we analyzed tumor and healthy tissue obtained from prostatectomy from primary prostate cancer patients. We observed that prostate cancer cells have a significantly higher expression of BTN3A compared to healthy prostate cells, which is expected to facilitate the specific recognition of tumor cells by Vg9Vd2 T cells and trigger their cytotoxic activity, as shown in panel A below. Furthermore, we confirmed that these tumor cells express higher levels of PSMA compared to healthy prostate cells, indicating that tumor cells are more likely to be targeted by LAVA-206x207, as shown in panel B below. As the presence of circulating and tissue-infiltrating Vg9Vd2 T cells is key for this therapy to be successful, we also confirmed the presence of these effector cells both in blood and tissue derived from prostate cancer patients, shown in panel C below.

Expression of BTN3A and PSMA and Vg9Vd2 T cell frequency in samples of prostate cancer patients



Prostate cancer tumor samples were obtained from patients undergoing radical prostatectomy. Analyses were performed on dissociated prostate tumor samples and, where available, dissociated non-malignant "normal" prostate cells. BTN3A expression, PSMA expression and Vg9Vd2-T cell frequency, were assessed using flow-cytometry.

Prostate cancer (PCA)tumor samples were obtained from patients undergoing radical prostatectomy. Analyses were performed on dissociated prostate tumor samples and, where available, dissociated non-malignant

“normal” prostate cells. Vg9Vd2-T cell frequency (PCa n=17, normal n=16), BTN3A expression (PCa n=22, normal n=20), and PSMA expression (PCa n=18, normal n=17) was assessed using flow-cytometry. **: p<0.01; ***: p<0.001

BTN3A is butyrophilin 3A; conformational changes in BTN3A1 upon binding of this receptor to intracellular phosphoantigens are sensed by the Vg9Vd2-T cell receptor and facilitate their interactions with tumor cells.

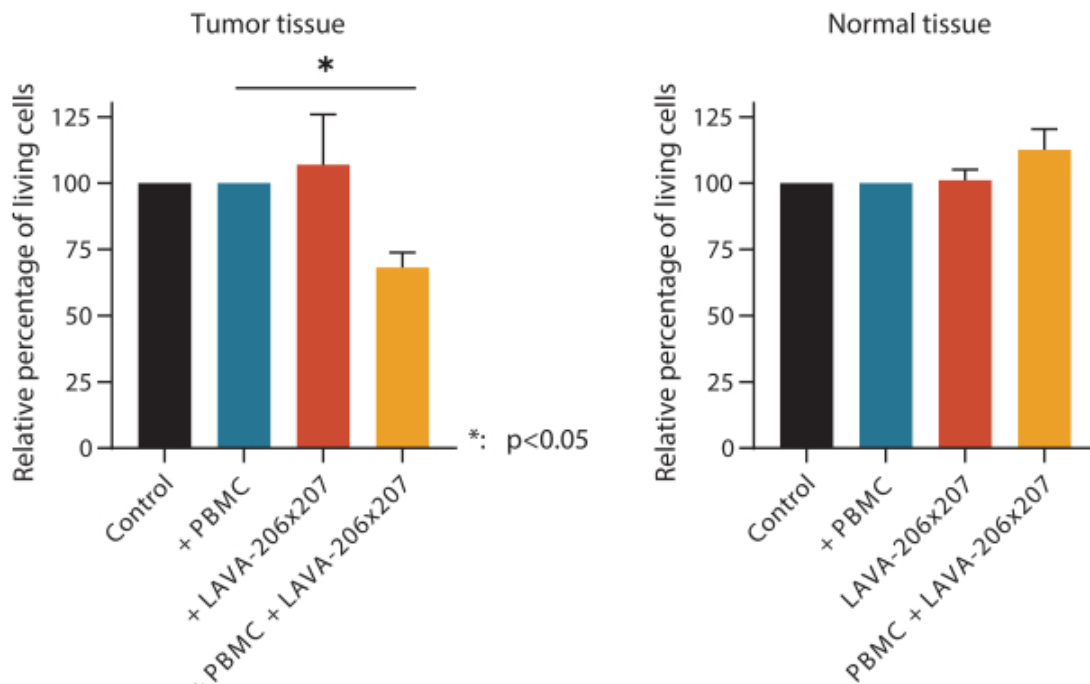
To mimic the *in vivo* setting of a cancer patient treated with LAVA-206x207, we performed an *ex vivo* assay using primary prostate cancer tissue. Single cell suspensions derived from prostate tumor tissue or healthy prostate tissue were incubated overnight with LAVA-206x207, or predecessor compounds, LAVA-014, a non-humanized bispecific VHH, and LAVA-205, a humanized bispecific VHH, after which expression of CD107a, a marker indicating degranulation of cytotoxic granules, was assessed on Vg9Vd2-T cells using flowcytometry. Each compound showed a high potency to induce degranulation of Vg9Vd2 T cells present specifically in prostate tumor tissue, as shown below, and not in healthy prostate tissue, which is not shown.

Further, using flowcytometry, we analyzed lysis of tumor cells mediated by our PSMA specific gamma-delta bsTCEs in an overnight co-culture experiment of dissociated patient prostate tissue samples and expanded allogeneic Vg9Vd2 T cells.

LAVA-206x207 cytotoxic activity directed towards tumor cells in an autologous setting was assessed using a 24-hour co-culture of patient PBMCs containing non-enriched non-stimulated Vg9Vd2 T cells, (n=4) and dissociated patient prostate tumor cells, as shown in panel A below, where we also observed that normal, non-malignant, prostate cells were spared, as shown in panel B below.

LAVA-206x207 triggered preferential activity of patient PBMC towards autologous prostate cancer cells

Killing of prostate cells in tumor non-malignant tissue



Patient-derived cells derived from dissociated prostate cancer or non-malignant prostate were cultured alone or with patient PBMCs in the presence of LAVA-206x207. Killing of cells was determined after 24 hours.

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Altogether, these data support that LAVA-206x207 is able to activate autologous tumor infiltrating Vg9Vd2 T cells and induce tumor specific cell cytotoxicity using autologous Vg9Vd2 T cells. Based on the preclinical data demonstrated with LAVA-206x207, we believe our novel approach may offer a new therapeutic opportunity for late-stage prostate cancer patients with an unmet medical need.

LAVA-206x207 was evaluated for risk of CRS by performing an *in vitro* cytokine release assay in fresh whole blood from 30 different human donors. Different concentrations of LAVA-206x207, ranging from 280 to 8.75 nM, were tested and the levels of seven pro-inflammatory and anti-inflammatory cytokines (IL-2, IL-4, IL-6, IL-8, IL-10, IFN γ and TNF α) in plasma were measured using an immunoassay. Two control antibodies, Erbitux[®] (cetuximab) and Campath[®] (alemtuzumab), were also included in the assay, as low and high response comparators, respectively. LAVA-206x207 induced the release of only IL-8 and IFN γ , but not the other cytokines. The IFN γ levels induced by LAVA-206x207 were slightly higher as compared to the levels induced by Erbitux[®], but the highest IFN γ release observed was more than 50 times lower than induced by Campath[®], an antibody clinically associated with CRS. Importantly, LAVA-206x207 did not induce any IL-6 release, a prominent cytokine in CRS. The CRS risk profile for LAVA206x207 was therefore concluded to be low.

Planned LAVA-206x207 phase 1 clinical trial

We expect to submit CTA/IND applications for LAVA-206x207 in the second half of 2021, and to initiate a Phase 1/2a trial in metastatic castration-resistant prostate cancer in the the second half of 2021. Based on the half-life established, we expect to administer LAVA-206x207 intravenously on a bi-weekly dosing schedule and based on its low potential for CRS, we are starting our clinical study without premedication or step-dosing.

Future programs

Our goal is to become the world leader in antibody-based gamma-delta T cell engager therapies for the treatment of patients with cancer. Given the modularity and reach of our platform, we plan to develop gamma-delta bsTCE therapeutics addressing a wide range of hematologic malignancies and solid tumors.

In addition, behind our two named lead programs, we are advancing a pipeline of discovery programs, including gamma-delta bsTCEs that target EGFR (LAVA-224x223) and CD40 (LAVA-224x278), that we will prioritize and advance based on a number of criteria, including established unmet medical need for the selected indication, target expression in cancer cells vs healthy tissue, clinically validated TCE or monoclonal antibody approaches, favorable clinical and regulatory development pathways, and evidence that gamma-delta bsTCEs may offer compelling advantages for patients over currently available standards-of-care and therapeutic modalities in development. LAVA's EGFR gamma-delta bsTCE has demonstrated tumor killing in RAS^{mutant} CRC, RAS^{WT} CRC, BRAF^{mutant} CRC, esophageal cancer, and head and neck cancer preclinical models. We expect these programs will provide the opportunity for additional INDs beginning in 2023.

We also intend to pursue combination therapy, as outlined above in our strategies, with our lead programs, once their respective safety has been established in our initial clinical studies. Standard of care therapy, particularly in hematologic malignancies, is based on combination treatments; the expected good tolerance of our gamma-delta bsTCEs and their MoA makes them ideal candidates for combination with other existing therapies.

License agreements

VUmc agreement

In January 2017, we entered into a license and assignment agreement, or the VUmc Agreement, with Stichting VUmc, or VUmc, and we amended the VUmc Agreement in January 2018 to clarify certain of our financial obligations and in July 2020 to agree on an adapted scope of the rights retained by VUmc and we amended and

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restated the VUmc Agreement in February 2021 to clarify certain financial obligations in the case of an Exit, as defined in the VUmc Agreement. Under the VUmc Agreement, VUmc granted us an exclusive, although non-exclusive with respect to certain intangible know-how, worldwide, sublicensable license under certain patent rights and know-how owned by VUmc to develop, make, and sell licensed products. VUmc retains the right to use the patent rights and know-how for solely non-commercial research and educational purposes, but it may not conduct such work with respect to any product that is directed to a specified target for a specified time period.

Pursuant to the terms of the VUmc Agreement, in July 2017 VUmc conditionally assigned to us its rights and title to all of the patent rights then licensed under the VUmc Agreement. Although we now own all such patent rights, we cannot sell, transfer, or assign such rights (other than in the case of an Exit) without VUmc's prior written consent and we must exercise our rights in the assigned patents consistent with the VUmc Agreement. If we intend to abandon any patent or patent application assigned to us under the VUmc Agreement, VUmc has a right to reacquire such patent rights. Pursuant to the February 2021 amendment and restatement, VUmc amended the license grant to remove the license to patent rights and VUmc is required to assign to us its interest in certain additional patent rights by March 2021 that will be subject to the same restrictions.

We are obligated to pay VUmc sub to low single-digit tiered royalties on net sales of products covered by claims included in the assigned patent rights. Royalties are payable on a country-by-country basis for a royalty term that expires upon the expiration of the last valid claim in the assigned patent rights in such country that would be infringed by the use, manufacture, or sale of a product in such country in the absence of us having rights to such patent right. We are also obligated to pay VUmc a tiered percentage of our value upon the listing of majority of our shares on a stock exchange or other change of control, or an Exit, less certain deductions. This offering will be considered an Exit for purposes of the VUmc Agreement and will trigger the Exit Payment. The Exit payment is capped at a specified amount in the high-teens of millions of Euros and is subject to an offset in the amount of the royalties that we have paid or that have accrued under the VUmc Agreement as of the date of the Exit. We will pay VUmc €200,000 and issue to VUmc common shares equal to €3.0 million divided by the initial public offering price upon the closing of this offering, and the remaining Exit payment shall be paid in two equal installments on each of the first and second anniversaries of this offering, in each case in common shares or cash at our election.

We are obligated to use commercially reasonable efforts to develop, manufacture, and sell licensed products directly or through our sublicensees during the term or until the second anniversary of an Exit, if earlier.

The VUmc Agreement expires upon the expiration of our payment obligations under the VUmc Agreement. The VUmc Agreement automatically terminates in the case of our bankruptcy or if we cease our present business prior to an Exit. VUmc may terminate the VUmc Agreement for our uncured material breach following a certain cure period. We may terminate the VUmc Agreement for convenience following a certain notice period. Upon any termination of the VUmc Agreement, we are obligated to transfer back to VUmc the assigned patent rights, to cease use of those patent rights and the licensed know-how, and to offer VUmc a right of first negotiation to obtain a license to or acquire relevant intellectual property developed and owned by us for the purpose of continuing the development and commercialization of the patent rights and licensed know-how for a payment to be agreed by us and VUmc in good faith.

Janssen collaboration and license agreement

In May 2020, we entered into a research collaboration and license agreement, or the Janssen Agreement, with Janssen Biotech, Inc., or Janssen, for the discovery and development of novel bispecific antibody-based gamma delta T cell engagers for the treatment of cancer. Under the Janssen Agreement, we granted Janssen an exclusive, sublicensable, worldwide license under certain of our patents, materials, and know-how, including certain rights assigned to us pursuant to the VUmc Agreement, to exploit multi-specific antibody products which have variable domains specific to the licensed target or products which are directed to the licensed

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target, in all fields of use. We retain the right to use our technology to perform our obligations under the Janssen Agreement and for all purposes not granted to Janssen.

We are conducting certain research and discovery activities pursuant to a mutually agreed research plan designed to develop licensed product candidates not later than the stage of candidate selection. The parties have established a joint steering committee to oversee the research, information sharing, and potential amendments of the research plan. We are responsible for conducting research activities at our expense and are entitled to certain milestone payments from Janssen for product candidates that progress through all subsequent research stages. Janssen may elect to take over all or a portion of such research at any time. Following completion of such research, Janssen has the right to determine whether to bring one or more designated product candidates forward into further development. If Janssen so elects, Janssen is responsible for the development, manufacture, and commercialization of the licensed products at Janssen's sole cost and expense. Janssen is required to use commercially reasonable efforts to exploit one licensed product.

We received an upfront fee of €7.4 million and have achieved the milestone necessary to receive a €0.8 million research milestone fee and are eligible to receive an additional €0.8 million research milestone fee upon our commencement of certain lead optimization activities. We are also eligible to receive up to an aggregate of \$195 million upon the achievement of certain development and commercial milestones. We also are entitled to receive tiered royalties based on commercial sales levels from low to mid-single digit percentages of net sales of licensed products for a fixed period beginning with the first commercial sale of such a licensed product in a given country of sale and expiring ten (10) years after such sale.

Until the earlier of termination of the Janssen Agreement and a specified period of time following the first commercial sale of a licensed product, we cannot directly or through a third party research, develop or commercialize or exploit a competing biological product that is directed to or otherwise targets the licensed target, subject to certain exceptions and limitations for third party acquiror products.

As a general rule, ownership of any inventions made by either party in the course of performing their respective activities pursuant to the Janssen Agreement will follow inventorship of such inventions, with certain defined exclusions. First, Janssen will own any invention made by either party in the course of performing their respective activities pursuant to the Janssen Agreement that is an improvement to Janssen's background technology, relates to an antibody directed to the licensed target, is a medical use or method of treatment or relates to a licensed product. Second, we will own any invention made by either party in the course of performing their respective activities pursuant to the Janssen Agreement that is an improvement to our background technology but that is not a licensed product or that is obtained from use of the specific antibody but not as part of a licensed product. We received from Janssen a non-exclusive, worldwide, non-royalty bearing, sublicensable license under certain know-how developed by Janssen under the Janssen Agreement, and patents claiming such know-how, for certain uses necessary to exploit the specific antibodies.

The Janssen Agreement expires on a licensed product-by-licensed product basis upon the expiration of Janssen's payment obligations. Janssen may terminate the Janssen Agreement in its entirety or on a country-by-country basis for convenience following a certain notice period, or in its entirety within a defined timeframe following our change of control. Either party may terminate the Janssen Agreement upon an uncured material breach of the agreement or insolvency of the other party following a certain notice period. Following each research stage, the Janssen Agreement will automatically terminate if the parties decide not to proceed with the subsequent research stage or, following the completion of all research stages, if Janssen decides not to bring a candidate forward into further development. Depending on the reason and stage of termination, we have certain rights to receive a license to certain intellectual property generated by Janssen under the Janssen Agreement for purposes of continued development and commercialization of research results and/or product candidates developed under the Janssen Agreement.

Manufacturing, sales and marketing

Given the stage of our lead programs, we are in the process of building our U.S. commercial, medical affairs and manufacturing infrastructure and intend to build our own global commercialization and distribution capabilities over time in certain geographies for our lead clinical candidates. We do not own or operate manufacturing facilities for the production of our clinical candidates, and we rely on third-party contract manufacturers for all of our required raw materials, manufacturing devices, active pharmaceutical ingredients and finished product for our preclinical research and clinical trials.

Competition

The biotechnology industry is characterized by rapidly advancing technologies, intense competition and a strong emphasis on intellectual property and proprietary rights. We believe that our proprietary gamma-delta bispecific T cell platform and our product candidates, strategic collaboration and scientific and clinical expertise may provide us with competitive advantages. Any product candidates that we successfully develop and commercialize will have to compete with existing therapies and new therapies that may become available in the future, and we face potential competition from a variety of companies in the gamma-delta T cell field.

Our competitors in the field of gamma-delta T cell therapy include Adaptate Biotherapeutics Ltd, Adicet Bio, Inc., Editas Medicine, Inc., GammaDelta Therapeutics Ltd, ImCheck Therapeutics SAS, Immatics Biotechnologies GmbH, Leucid Bio Ltd, PhosphoGam Inc., Shattuck Labs Inc., and Sandhill Therapeutics, Inc, Gadeta BV, Eureka Therapeutics, Inc., In8Bio, Inc., and TC BioPharm Limited. Our gamma-delta T cell product candidates may also compete with other T cell engaging therapies as well as NK cell engaging therapies.

In addition, 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 approved products than we do today. Mergers and acquisitions in the pharmaceutical and biotechnology 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. We also compete with these companies in recruiting, hiring and retaining qualified scientific and management talent, establishing clinical trial sites and patient registration for clinical trials, obtaining manufacturing slots at contract manufacturing organizations, and 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, particularly if they represent cures, 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, method of administration, and availability of reimbursement.

Intellectual property

Overview

We actively seek to protect our proprietary technology, inventions, improvements to inventions and other intellectual property that is commercially important to the development of our business by a variety of means, such as seeking, maintaining and defending patent rights, whether developed internally or licensed from third parties. We also may rely on trade secrets and know-how relating to our proprietary technology platform, on continuing technological innovation and on future in-licensing opportunities to develop, strengthen and maintain the strength of our position in the field of biotechnology that may be important for the development

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of our business. Additional regulatory protection may also be afforded through data exclusivity, market exclusivity and patent term extensions where available.

As of December 31, 2020, we own, co-own or exclusively license two issued U.S. patents, two pending U.S. patent applications, four pending European regional-phase patent applications, four pending PCT patent application, four issued patents in other territories and 17 pending patent applications in other territories that are important to the development of our business.

Our policy is to file patent applications to protect proprietary technology, inventions and improvements to inventions and other intellectual property that may be commercially important to the development of our business. We also intend to seek additional patent protection or rely upon trade secret rights to protect other technologies that may be used to manufacture and develop our gamma-delta T cell products. We are a party to license and assignment agreements that grant us exclusive rights to use specific technologies in our gamma-delta T cell products and in the manufacturing and development of our products. For more information, see the section titled “Business—License Agreements.”

Our patent portfolio

The issued patents and patent applications directed to our most advanced programs are summarized below:

LAVA-051

Pursuant to the VUmc Agreement, we have contingent ownership rights to two issued U.S. patents, two U.S. pending patent applications, two pending European patent applications, four foreign issued patents, 17 pending foreign patent applications and one pending PCT patent application containing claims or supporting disclosures directed to the LAVA-051 composition of matter and to methods of treating diseases of interest using LAVA-051. These issued patents and patents issuing from these pending patent applications, if any, are expected to expire between 2035 and 2039, excluding any potential patent term extensions or patent term adjustments.

LAVA-206x207

Pursuant to the VUmc Agreement, we have contingent ownership rights to one issued U.S. patent, one U.S. pending patent application, and one pending European patent application, three foreign issued patents and eight foreign pending patent applications containing claims or supporting disclosures directed to the LAVA-206x207 composition of matter and to methods of treating diseases of interest using LAVA-206x207. We also own one pending European patent application related to LAVA-206x207. This issued patent and patents issuing from these pending patent applications, if any, are expected to expire between 2035 and 2041, excluding any potential patent term extensions or patent term adjustments.

For more information on the VUmc Agreement, see the section titled “Business – License Agreements.”

Patent term and term extensions

The term of a patent, and the protection it affords, is limited. Individual patents have terms for varying periods depending on the date of filing of the patent application or the date of patent issuance and the legal term of patents in the countries in which they are obtained. Generally, utility patents issued for applications filed in the United States are granted a term of 20 years from the earliest effective filing date of a non-provisional patent application. In addition, in certain instances, the term of a U.S. patent can be extended to recapture a portion of the United States Patent and Trademark Office, or the USPTO, delay in issuing the patent as well as, in the case of a patent that covers an FDA-approved drug or biologic, a portion of the term effectively lost as a result of the FDA regulatory review period. However, as to the extension associated with FDA approval, the extension cannot be

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longer than five years and cannot extend the patent term beyond 14 years from the date of FDA approval. In addition, only one patent applicable to an FDA-approved drug or biologic is eligible for the extension, and only those claims covering the approved drug, a method for using it, or a method of manufacturing may be extended. The terms of foreign patents vary in accordance with provisions of applicable local law, but typically are also 20 years from the earliest effective filing date and similar provisions are available in certain foreign jurisdictions to extend the term of a patent that covers an approved drug. In the future, if our product candidates receive FDA approval, we expect to apply for patent term extensions where applicable on patents covering those products. We plan to seek patent term extensions to any of our issued patents in any jurisdiction where these are available. However, there is no guarantee that the applicable authorities, including the FDA in the United States, will agree with our assessment of whether these extensions should be granted, and if granted, the length of these extensions. All taxes, annuities or maintenance fees for a patent, as required by the USPTO and various foreign jurisdictions, must be timely paid in order for the patent to remain in force for the full term.

PCT applications are not eligible to become an issued patent until, among other things, we file one or more national stage patent applications within, depending on the country, 30 to 32 months of the PCT application's priority date in the countries in which we seek patent protection. If we do not timely file any national stage patent applications, we may lose our priority date with respect to our PCT patent applications and any patent protection on the inventions disclosed in such patent applications. While we intend to timely file national stage patent applications relating to our PCT patent applications, we cannot predict whether any such patent applications will result in the issuance of patents that provide us with any competitive advantage.

The actual protection afforded by a patent may vary on a product-by-product basis, from country to country, and can depend upon many factors, including the type of patent, the scope of its coverage, the availability of regulatory-related extensions, the availability of legal remedies in a particular country and the validity and enforceability of the patent.

Our patents and patent applications may be subject to procedural or legal challenges by others. We may be unable to obtain, maintain and protect the intellectual property rights necessary to conduct our business, and we may be subject to claims that we infringe, misappropriate or otherwise violate the intellectual property rights of others, which could materially harm our business. For more information, see the section titled "Risk Factors—Risks Related to Our Intellectual Property."

Trade secrets and know-how

We also rely on trade secrets, know-how, continuing technological innovation and confidentiality agreements to develop and maintain our proprietary position and protect aspects of our business that are not amenable to, or that we do not consider appropriate for, patent protection, including our proprietary processes for expanding and activating therapeutic quantities of gamma-delta T cells and modified gamma-delta T cells. We seek to protect our proprietary technology and processes, in part, by entering into confidentiality agreements and invention assignment agreements with our employees, consultants, scientific advisors, contractors and others who may have access to proprietary information, under which they are bound to keep all confidential information concerning our business or financial affairs developed by or made known to them during the course of the party's relationship with us confidential and not disclose such information to third parties except in specific circumstances, and in certain cases, to assign to us inventions made during the term of their employment or service. However, trade secrets can be difficult to protect. We cannot guarantee that we have entered into confidentiality agreements with each party that may have or have had access to our trade secrets or proprietary technology and processes or that these agreements will afford us adequate protection of our intellectual property and proprietary rights. These agreements and policies may be breached, and we may not have adequate remedies for any breach. In addition, our trade secrets or substantially equivalent proprietary information and techniques may otherwise become known or be independently discovered by competitors. To the extent that our contractors, commercial partners, collaborators, employees or consultants use intellectual property owned by others in their

work for us, disputes may arise as to the rights in the resulting know-how and inventions. For more information, see the section titled “Risk Factors—Risks Related to Our Intellectual Property.”

We also seek to preserve the integrity and confidentiality of our data and trade secrets by maintaining physical security of our premises and physical and electronic security of our information technology systems.

Government regulation

The FDA and other regulatory authorities at federal, state, and local levels, and in the European Union and in other foreign countries, extensively regulate, among other things, the research, development, testing, manufacture, quality control, import, export, safety, effectiveness, labeling, packaging, storage, distribution, record keeping, approval, advertising, promotion, marketing, post-approval monitoring, and post-approval reporting of biologics such as those we are developing. We, along with third-party contractors, will be required to navigate the various preclinical, clinical and commercial approval requirements of the governing regulatory agencies of the countries in which we wish to conduct studies or seek approval or licensure of our product candidates.

The process required by the FDA before biologic product candidates may be marketed in the United States generally involves the following:

- completion of preclinical laboratory tests and animal studies performed in accordance with the FDA's current Good Laboratory Practices regulation;
- submission to the FDA of an IND, which must become effective before clinical trials may begin and must be updated annually or when significant changes are made;
- approval by an independent Institutional Review Board, or IRB, or ethics committee at each treatment site before the trial is commenced;
- performance of adequate and well controlled human clinical trials to establish the safety, purity and potency of the proposed biologic product candidate for its intended purpose;
- preparation of and submission to the FDA of a BLA after completion of all pivotal clinical trials;
- satisfactory completion of an FDA Advisory Committee review, if applicable;
- a determination by the FDA within 60 days of its receipt of a BLA to file the application for review;
- satisfactory completion of an FDA pre-approval inspection of the manufacturing facility or facilities at which the proposed product is produced to assess compliance with cGMP and to assure that the facilities, methods and controls are adequate to preserve the biological product's continued safety, purity and potency, and of selected clinical investigation sites to assess compliance with Good Clinical Practices, or GCP; and
- FDA review and approval of the BLA to permit commercial marketing of the product for particular indications for use in the United States.

Preclinical and clinical development

Prior to beginning the first clinical trial with a product candidate, we must submit an IND to the FDA. An IND is a request for authorization from the FDA to administer an investigational new drug product to humans. The central focus of an IND submission is on the general investigational plan and the protocol(s) for clinical studies. The IND also includes results of animal and in vitro studies assessing the toxicology, pharmacokinetics, pharmacology, and pharmacodynamic characteristics of the product; chemistry, manufacturing, and controls information; and any available human data or literature to support the use of the investigational product. An IND must become effective before human clinical trials may begin. The IND automatically becomes effective 30 days after receipt by the FDA,

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unless the FDA, within the 30-day time period, raises safety concerns or questions about the proposed clinical trial. In such a case, the IND may be placed on clinical hold and the IND sponsor and the FDA must resolve any outstanding concerns or questions before the clinical trial can begin. Submission of an IND therefore may or may not result in FDA authorization to begin a clinical trial. Supervision of human gene transfer trials includes evaluation and assessment by an Institutional Biosafety Committee, or IBC, a local institutional committee that reviews and oversees research utilizing recombinant or synthetic nucleic acid molecules at that institution. The IBC assesses the safety of the research and identifies any potential risk to public health or the environment, and such review may result in some delay before initiation of a clinical trial. While the NIH Guidelines are not mandatory unless the research in question is being conducted at or sponsored by institutions receiving NIH funding of recombinant or synthetic nucleic acid molecule research, many companies and other institutions not otherwise subject to the NIH Guidelines voluntarily follow them.

Clinical trials involve the administration of the investigational product to human subjects under the supervision of qualified investigators in accordance with GCPs, which include the requirement that all research subjects provide their informed consent for their participation in any clinical study. Clinical trials are conducted under protocols detailing, among other things, the objectives of the study, the parameters to be used in monitoring safety and the effectiveness criteria to be evaluated. A separate submission to the existing IND must be made for each successive clinical trial conducted during product development and for any subsequent protocol amendments. Furthermore, an independent IRB for each site proposing to conduct the clinical trial must review and approve the plan for any clinical trial and its informed consent form before the clinical trial begins at that site and must monitor the study until completed. Regulatory authorities, the IRB or the sponsor may suspend a clinical trial at any time on various grounds, including a finding that the subjects are being exposed to an unacceptable health risk or that the trial is unlikely to meet its stated objectives. Some studies also include oversight by an independent group of qualified experts organized by the clinical study sponsor, known as a data safety monitoring board, which provides authorization for whether or not a study may move forward at designated check points based on access to certain data from the study and may halt the clinical trial if it determines that there is an unacceptable safety risk for subjects or other grounds, such as no demonstration of efficacy. There are also requirements governing the reporting of ongoing clinical studies and clinical study results to public registries.

For purposes of BLA approval, human clinical trials are typically conducted in three sequential phases that may overlap.

- Phase 1—The investigational product is initially introduced into healthy human subjects or patients with the target disease or condition. These studies are designed to test the safety, dosage tolerance, absorption, metabolism and distribution of the investigational product in humans, the side effects associated with increasing doses, and, if possible, to gain early evidence on effectiveness.
- Phase 2—The investigational product is administered to a limited patient population with a specified disease or condition to evaluate the preliminary efficacy, optimal dosages and dosing schedule and to identify possible adverse side effects and safety risks. Multiple Phase 2 clinical trials may be conducted to obtain information prior to beginning larger and more expensive Phase 3 clinical trials.
- Phase 3—The investigational product is administered to an expanded patient population to further evaluate dosage, to provide statistically significant evidence of clinical efficacy and to further test for safety, generally at multiple geographically dispersed clinical trial sites. These clinical trials are intended to establish the overall risk/benefit ratio of the investigational product and to provide an adequate basis for product approval.

In some cases, the FDA may require, or companies may voluntarily pursue, additional clinical trials after a product is approved to gain more information about the product. These so-called Phase 4 studies may be made a condition to approval of the BLA. Concurrent with clinical trials, companies may complete additional animal studies and develop additional information about the biological characteristics of the product candidate and

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must finalize a process for manufacturing the product in commercial quantities in accordance with cGMP requirements. The manufacturing process must be capable of consistently producing quality batches of the product candidate and, among other things, must develop methods for testing the identity, strength, quality and purity of the final product, or for biologics, the safety, purity and potency. Additionally, appropriate packaging must be selected and tested, and stability studies must be conducted to demonstrate that the product candidate does not undergo unacceptable deterioration over its shelf life.

BLA submission and review

Assuming successful completion of all required testing in accordance with all applicable regulatory requirements, the results of product development, nonclinical studies and clinical trials are submitted to the FDA as part of a BLA requesting approval to market the product for one or more indications. The BLA must include all relevant data available from pertinent preclinical and clinical studies, including negative or ambiguous results as well as positive findings, together with detailed information relating to the product's chemistry, manufacturing, controls, and proposed labeling, among other things. The submission of a BLA requires payment of a substantial application user fee to FDA, unless a waiver or exemption applies, and the sponsor of an approved BLA is also subject to an annual program fee.

Once a BLA has been submitted, the FDA's goal is to review standard applications within ten months after it accepts the application for filing, or, if the application qualifies for priority review, six months after the FDA accepts the application for filing. In both standard and priority reviews, the review process is often significantly extended by FDA requests for additional information or clarification. The FDA reviews a BLA to determine, among other things, whether a product is safe, pure and potent and the facility in which it is manufactured, processed, packed, or held meets standards designed to assure the product's continued safety, purity and potency. The FDA may convene an advisory committee to provide clinical insight on application review questions. Before approving a BLA, the FDA will typically inspect the facility or facilities where the product is manufactured, including, as applicable, for compliance with Good Tissue Practices. 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 specifications. Additionally, before approving a BLA, the FDA will typically inspect one or more treatment sites to assure compliance with GCP. If the FDA determines that the application, manufacturing process or manufacturing facilities are not acceptable, it will outline the deficiencies in the submission and often will request additional testing or information. Notwithstanding the submission of any requested additional information, the FDA ultimately may decide that the application does not satisfy the regulatory criteria for approval.

After the FDA evaluates a BLA and conducts inspections of manufacturing facilities where the investigational product and/or its drug substance will be produced, the FDA may issue an approval letter or a Complete Response letter. An approval letter authorizes commercial marketing of the product with specific prescribing information for specific indications. A Complete Response letter will describe all of the deficiencies that the FDA has identified in the BLA, except that where the FDA determines that the data supporting the application are inadequate to support approval, the FDA may issue the Complete Response letter without first conducting required inspections, testing submitted product lots, and/or reviewing proposed labeling. In issuing the Complete Response letter, the FDA may recommend actions that the applicant might take to place the BLA in condition for approval, including requests for additional information or clarification. The FDA may delay or refuse approval of a BLA if applicable regulatory criteria are not satisfied, require additional testing or information and/or require post-marketing testing and surveillance to monitor safety or efficacy of a product.

If regulatory approval of a product is granted, such approval will be granted for particular indications and may entail limitations on the indicated uses for which such product may be marketed. For example, the FDA may approve the BLA with a Risk Evaluation and Mitigation Strategy, or REMS, to ensure the benefits of the product outweigh its risks. A REMS is a safety strategy to manage a known or potential serious risk associated with a

product and to enable patients to have continued access to such medicines by managing their safe use, and could include medication guides, physician communication plans, or elements to assure safe use, such as restricted distribution methods, patient registries and other risk minimization tools. The FDA also may condition approval on, among other things, changes to proposed labeling or the development of adequate controls and specifications. Once approved, the FDA may withdraw the product approval if compliance with pre- and post-marketing requirements is not maintained or if problems occur after the product reaches the marketplace. The FDA may require one or more Phase 4 post market studies and surveillance to further assess and monitor the product's safety and effectiveness after commercialization and may limit further marketing of the product based on the results of these post-marketing studies.

Expedited development and review programs

The FDA offers a number of expedited development and review programs for qualifying product candidates. The fast track program is intended to expedite or facilitate the process for reviewing new products that meet certain criteria. Specifically, new products are eligible for fast track designation if they are intended to treat a serious or life-threatening disease or condition and demonstrate the potential to address unmet medical needs for the disease or condition. Fast track designation applies to the combination of the product and the specific indication for which it is being studied. The sponsor of a fast track product has opportunities for frequent interactions with the review team during product development and, once a BLA is submitted, the product may be eligible for priority review. A fast track product may also be eligible for rolling review, where the FDA may consider for review sections of the BLA on a rolling basis before the complete application is submitted, if the sponsor provides a schedule for the submission of the sections of the BLA, the FDA agrees to accept sections of the BLA and determines that the schedule is acceptable, and the sponsor pays any required user fees upon submission of the first section of the BLA.

A product intended to treat a serious or life-threatening disease or condition may also be eligible for breakthrough therapy designation to expedite its development and review. A product can receive breakthrough therapy designation if preliminary clinical evidence indicates that the product may demonstrate substantial improvement over existing therapies on one or more clinically significant endpoints, such as substantial treatment effects observed early in clinical development. The designation includes all of the fast track program features, as well as more intensive FDA interaction and guidance beginning as early as Phase 1 and an organizational commitment to expedite the development and review of the product, including involvement of senior managers.

Any marketing application for a biologic submitted to the FDA for approval, including a product with a fast track designation and/or breakthrough therapy designation, may be eligible for other types of FDA programs intended to expedite the FDA review and approval process, such as priority review and accelerated approval. A product is eligible for priority review if it has the potential to provide a significant improvement in the treatment, diagnosis or prevention of a serious disease or condition compared to marketed products. For products containing new molecular entities, priority review designation means the FDA's goal is to take action on the marketing application within six months of the 60-day filing date (compared with ten months under standard review).

Additionally, products studied for their safety and effectiveness in treating serious or life-threatening diseases or conditions may receive accelerated approval upon a determination that the product has an effect on a surrogate endpoint that is reasonably likely to predict clinical benefit, or on a clinical endpoint that can be measured earlier than irreversible morbidity or mortality, that is reasonably likely to predict an effect on irreversible morbidity or mortality or other clinical benefit, taking into account the severity, rarity, or prevalence of the condition and the availability or lack of alternative treatments. As a condition of accelerated approval, the FDA will generally require the sponsor to perform adequate and well controlled post-marketing clinical studies to verify and describe the anticipated effect on irreversible morbidity or mortality or other clinical benefit. In addition, the FDA currently requires as a condition for accelerated approval pre-approval of promotional materials, which could adversely impact the timing of the commercial launch of the product.

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In 2017, FDA established a new regenerative medicine advanced therapy, or RMAT, designation as part of its implementation of the 21st Century Cures Act. The RMAT designation is intended to fulfill the 21st Century Cures Act requirement that FDA facilitate an efficient development program for, and expedite review of, any drug that meets the following criteria: (1) it qualifies as a RMAT, which is defined as a cell therapy, therapeutic tissue engineering product, human cell and tissue product, or any combination product using such therapies or products, with limited exceptions; (2) it is intended to treat, modify, reverse, or cure a serious or life-threatening disease or condition; and (3) preliminary clinical evidence indicates that the drug has the potential to address unmet medical needs for such a disease or condition. Like breakthrough therapy designation, RMAT designation provides potential benefits that include more frequent meetings with FDA to discuss the development plan for the product candidate and eligibility for rolling review and priority review. Products granted RMAT designation may also be eligible for accelerated approval on the basis of a surrogate or intermediate endpoint reasonably likely to predict long-term clinical benefit, or reliance upon data obtained from a meaningful number of sites, including through expansion to additional sites. Once approved, when appropriate, the FDA can permit fulfillment of post-approval requirements under accelerated approval through the submission of clinical evidence, clinical studies, patient registries, or other sources of real world evidence such as electronic health records; through the collection of larger confirmatory datasets; or through post-approval monitoring of all patients treated with the therapy prior to approval.

Fast track designation, breakthrough therapy designation, priority review, accelerated approval, and RMAT designation do not change the standards for approval but may expedite the development or approval process.

Orphan drug designation

Under the Orphan Drug Act, the FDA may grant orphan designation to a drug or biologic intended to treat a rare disease or condition, which is a disease or condition that affects fewer than 200,000 individuals in the United States, or more than 200,000 individuals in the United States for which there is no reasonable expectation that the cost of developing and making available in the United States a drug or biologic for this type of disease or condition will be recovered from sales in the United States for that drug or biologic. Orphan drug designation must be requested before submitting a BLA. After the FDA grants orphan drug designation, the generic identity of the therapeutic agent and its potential orphan use are disclosed publicly by the FDA. The orphan drug designation does not convey any advantage in, or shorten the duration of, the regulatory review or approval process.

If a product that has orphan drug designation subsequently receives the first FDA approval for the disease for which it has such designation, the product is entitled to orphan drug exclusive approval (or exclusivity), which means that the FDA may not approve any other applications, including a full BLA, to market the same biologic for the same indication for seven years, except in limited circumstances, such as a showing of clinical superiority to the product with orphan drug exclusivity. Orphan drug exclusivity does not prevent FDA from approving a different drug or biologic for the same disease or condition, or the same drug or biologic for a different disease or condition. Among the other benefits of orphan drug designation are tax credits for certain research and a waiver of the BLA application fee.

A designated orphan drug may not receive orphan drug exclusivity if it is approved for a use that is broader than the indication for which it received orphan designation. In addition, exclusive marketing rights in the United States may be lost if the FDA later determines that the request for designation was materially defective or if the manufacturer is unable to assure sufficient quantities of the product to meet the needs of patients with the rare disease or condition.

Post-approval requirements

Any products manufactured or distributed by us pursuant to FDA approvals are subject to pervasive and continuing regulation by the FDA, including, among other things, requirements relating to record-keeping, reporting of adverse experiences, periodic reporting, product sampling and distribution, and advertising and

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promotion of the product. After approval, most changes to the approved product, such as adding new indications or other labeling claims, are subject to prior FDA review and approval. There also are continuing user fee requirements, under which FDA assesses an annual program fee for each product identified in an approved BLA. Biologic manufacturers and their subcontractors are required to register their establishments with the FDA and certain state agencies, and are subject to periodic unannounced inspections by the FDA and certain state agencies for compliance with cGMP, which impose certain procedural and documentation requirements upon us and our third-party manufacturers. Changes to the manufacturing process are strictly regulated, and, depending on the significance of the change, may require prior FDA approval before being implemented. FDA regulations also require investigation and correction of any deviations from cGMP and impose reporting requirements upon us and any third-party manufacturers that we may decide to use. Accordingly, manufacturers must continue to expend time, money and effort in the area of production and quality control to maintain compliance with cGMP and other aspects of regulatory compliance.

The FDA may withdraw approval if compliance with regulatory requirements and standards is not maintained or if problems occur after the product reaches the market. Later discovery of previously unknown problems with a product, including adverse events of unanticipated severity or frequency, or with manufacturing processes, or failure to comply with regulatory requirements, may result in revisions to the approved labeling to add new safety information; imposition of post-market studies or clinical studies to assess new safety risks; or imposition of distribution restrictions or other restrictions under a REMS program. Other potential consequences include, among other things:

- restrictions on the marketing or manufacturing of a product, complete withdrawal of the product from the market or product recalls;
- fines, warning letters or holds on post-approval clinical studies;
- refusal of the FDA to approve pending applications or supplements to approved applications, or suspension or revocation of existing product approvals;
- product seizure or detention, or refusal of the FDA to permit the import or export of products;
- consent decrees, corporate integrity agreements, debarment or exclusion from federal healthcare programs;
- mandated modification of promotional materials and labeling and the issuance of corrective information;
- the issuance of safety alerts, Dear Healthcare Provider letters, press releases and other communications containing warnings or other safety information about the product; or
- injunctions or the imposition of civil or criminal penalties.

The FDA closely regulates the marketing, labeling, advertising and promotion of biologics. A company can make only those claims relating to safety and efficacy, purity and potency that are approved by the FDA and in accordance with the provisions of the approved label. The FDA and other agencies actively enforce the laws and regulations prohibiting the promotion of off label uses. Failure to comply with these requirements can result in, among other things, adverse publicity, warning letters, corrective advertising and potential civil and criminal penalties. Physicians may prescribe legally available products for uses that are not described in the product's labeling and that differ from those tested by us and approved by the FDA. Such off-label uses are common across medical specialties. Physicians may believe that such off-label uses are the best treatment for many patients in varied circumstances. The FDA does not regulate the behavior of physicians in their choice of treatments. The FDA does, however, restrict manufacturer's communications on the subject of off-label use of their products.

Biosimilars and reference product exclusivity

The Patient Protection and Affordable Care Act, as amended by the Health Care and Education Reconciliation Act, or collectively, the ACA, signed into law in 2010, includes a subtitle called the Biologics Price Competition

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and Innovation Act of 2009, or BPCIA, which created an abbreviated approval pathway for biological products that are biosimilar to or interchangeable with an FDA-approved reference biological product. To date, a number of biosimilars have been licensed under the BPCIA, and numerous biosimilars have been approved in Europe. The FDA has issued several guidance documents outlining an approach to review and approval of biosimilars.

Biosimilarity, which requires that there be no clinically meaningful differences between the biological product and the reference product in terms of safety, purity, and potency, can be shown through analytical studies, animal studies, and a clinical study or studies. Interchangeability requires that a product is biosimilar to the reference product and the product must demonstrate that it can be expected to produce the same clinical results as the reference product in any given patient and, for products that are administered multiple times to an individual, the biologic and the reference biologic may be alternated or switched after one has been previously administered without increasing safety risks or risks of diminished efficacy relative to exclusive use of the reference biologic. Complexities associated with the larger, and often more complex, structures of biological products, as well as the processes by which such products are manufactured, pose significant hurdles to implementation of the abbreviated approval pathway that are still being worked out by the FDA.

Under the BPCIA, an application for a biosimilar product may not be submitted to the FDA until four years following the date that the reference product was first licensed by the FDA. In addition, the approval of a biosimilar product may not be made effective by the FDA until 12 years from the date on which the reference product was first licensed. During this 12-year period of exclusivity, another company may still market a competing version of the reference product if the FDA approves a full BLA for the competing product containing that applicant's own preclinical data and data from adequate and well controlled clinical trials to demonstrate the safety, purity and potency of its product. The BPCIA also created certain exclusivity periods for biosimilars approved as interchangeable products. At this juncture, it is unclear whether products deemed "interchangeable" by the FDA will, in fact, be readily substituted by pharmacies, which are governed by state pharmacy law.

A biological product can also obtain pediatric market exclusivity in the United States. Pediatric exclusivity, if granted, adds six months to existing exclusivity periods and patent terms. This six-month exclusivity, which runs from the end of other exclusivity protection or patent term, may be granted based on the voluntary completion of a pediatric study in accordance with an FDA-issued "Written Request" for such a study.

The BPCIA is complex and continues to be interpreted and implemented by the FDA. In addition, recent government proposals have sought to reduce the 12-year reference product exclusivity period. Other aspects of the BPCIA, some of which may impact the BPCIA exclusivity provisions, have also been the subject of recent litigation. As a result, the ultimate impact, implementation, and impact of the BPCIA is subject to significant uncertainty.

Regulation and Procedures Governing Approval of Medicinal Products in the European Union

In order to market any product outside of the United States, a company also must comply with numerous and varying regulatory requirements of other countries and jurisdictions regarding quality, safety and efficacy and governing, among other things, clinical trials, marketing authorization, commercial sales and distribution of products. Whether or not it obtains FDA approval for a product, an applicant will need to obtain the necessary approvals by the comparable foreign regulatory authorities before it can initiate clinical trials or marketing of the product in those countries or jurisdictions. Specifically, the process governing approval of medicinal products in the European Union generally follows the same lines as in the United States. It entails satisfactory completion of pharmaceutical development, nonclinical studies and adequate and well-controlled clinical trials to establish the safety and efficacy of the medicinal product for each proposed indication. It also requires the submission to relevant competent authorities for clinical trials authorization and to the EMA or to competent authorities in European Union Member States for a marketing authorization application, or MAA, and granting of a marketing authorization by these authorities before the product can be marketed and sold in the European Union.

Clinical Trial Approval

Pursuant to the currently applicable Clinical Trials Directive 2001/20/EC and the Directive 2005/28/EC on GCP, a system for the approval of clinical trials in the European Union has been implemented through national legislation of the member states. Under this system, an applicant must obtain approval from the competent national authority of a European Union member state in which the clinical trial is to be conducted or in multiple member states if the clinical trial is to be conducted in a number of member states. Furthermore, the applicant may only start a clinical trial at a specific study site after the independent ethics committee has issued a favorable opinion. The CTA, must be accompanied by an investigational medicinal product dossier with supporting information prescribed by Directive 2001/20/EC and Directive 2005/28/EC and corresponding national laws of the member states and further detailed in applicable guidance documents.

In April 2014, the European Union adopted a new Clinical Trials Regulation (EU) No 536/2014, which is set to replace the current Clinical Trials Directive 2001/20/EC. The new Clinical Trials Regulation is due to become applicable in December 2021. It will overhaul the current system of approvals for clinical trials in the European Union. Specifically, the new regulation, which will be directly applicable in all member states, aims at simplifying and streamlining the approval of clinical trials in the European Union. For instance, the new Clinical Trials Regulation provides for a streamlined application procedure via a single-entry point and strictly defined deadlines for the assessment of clinical trial applications.

Orphan Drug Designation and Exclusivity

Regulation (EC) No. 141/2000 and Regulation (EC) No. 847/2000 provide that a product can be designated as an orphan drug by the European Commission if its sponsor can establish: that the product is intended for the diagnosis, prevention or treatment of (1) a life-threatening or chronically debilitating condition affecting not more than five in ten thousand persons in the European Union when the application is made, or (2) 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. For either of these conditions, the applicant must demonstrate 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, the drug has to be of significant benefit compared to products available for the condition.

An Orphan Drug Designation provides a number of benefits, including fee reductions, regulatory assistance and the possibility to apply for a centralized European Union marketing authorization. Marketing authorization for an orphan drug leads to a ten-year period of market exclusivity. During this market exclusivity period, neither the EMA nor the European Commission or the member states can accept an application or grant a marketing authorization for a "similar medicinal product." A "similar medicinal product" is defined as a medicinal product containing a similar active substance or substances as contained in an authorized orphan medicinal product, and which is intended for the same therapeutic indication. The market exclusivity period for the authorized therapeutic indication may, however, be reduced to six years if, at the end of the fifth year, it is established that the product no longer meets the criteria for Orphan Drug Designation because, for example, the product is sufficiently profitable not to justify market exclusivity.

Marketing Authorization

To obtain a marketing authorization for a product under the European Union regulatory system, an applicant must submit an MAA, either to EMA using the centralized procedure or to competent authorities in European Union Member States using the other procedures (decentralized procedure, national procedure, or mutual

recognition procedure). A marketing authorization may be granted only to an applicant established in the European Union. Regulation (EC) No. 1901/2006 provides that prior to obtaining a marketing authorization in the European Union, an applicant must demonstrate compliance with all measures included in an EMA-approved Pediatric Investigation Plan, or PIP, covering all subsets of the pediatric population, unless the EMA has granted a product-specific waiver, class waiver or a deferral for one or more of the measures included in the PIP.

The centralized procedure provides for the grant of a single marketing authorization by the European Commission that is valid for all European Union member states as well as in the European Economic Area countries Iceland, Liechtenstein and Norway. Pursuant to Regulation (EC) No. 726/2004, the centralized procedure is compulsory for specific products, including for medicines produced by certain biotechnological processes, products designated as orphan medicinal products, advanced therapy products and products with a new active substance indicated for the treatment of certain diseases, including products for the treatment of cancer and auto-immune diseases. For products with a new active substance indicated for the treatment of other diseases and products that are highly innovative or for which the centralized procedure is in the interest of public health, the centralized procedure may be optional.

Under the centralized procedure, the Committee for Medicinal Products for Human Use, or the CHMP, established at the EMA is responsible for conducting the assessment of a product to define its risk/benefit profile. Under the centralized procedure, the maximum timeframe for the evaluation of an MAA is 210 days, excluding clock stops when additional information or written or oral explanation is to be provided by the applicant in response to questions of the CHMP. Accelerated evaluation may be granted by the CHMP in exceptional cases, when a medicinal product is of major interest from the point of view of public health and, in particular, from the viewpoint of therapeutic innovation. If the CHMP accepts such a request, the time limit of 210 days will be reduced to 150 days, but it is possible that the CHMP may revert to the standard time limit for the centralized procedure if it determines that it is no longer appropriate to conduct an accelerated assessment.

Periods of Authorization and Renewals

A marketing authorization is valid for five years, in principle, and it may be renewed after five years on the basis of a reevaluation of the risk benefit balance by the EMA or by the competent authority of the authorizing member state. To that end, the marketing authorization holder must provide the EMA or the competent authority with a consolidated version of the file in respect of quality, safety and efficacy, including all variations introduced since the marketing authorization was granted, at least six months before the marketing authorization ceases to be valid. Once renewed, the marketing authorization is valid for an unlimited period, unless the European Commission or the competent authority decides, on justified grounds relating to pharmacovigilance, to proceed with one additional five-year renewal period. Any authorization that is not followed by the placement of the drug on the European Union market (in the case of the centralized procedure) or on the market of the authorizing member state within three years after authorization ceases to be valid.

Regulatory Requirements after Marketing Authorization

Following approval, the holder of the marketing authorization is required to comply with a range of requirements applicable to the manufacturing, marketing, promotion and sale of the medicinal product. These include compliance with the European Union's stringent pharmacovigilance or safety reporting rules, pursuant to which post-authorization studies and additional monitoring obligations can be imposed. In addition, the manufacturing of authorized products, for which a separate manufacturer's license is mandatory, must also be conducted in strict compliance with the EMA's GMP requirements and comparable requirements of other

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regulatory bodies in the European Union, which mandate the methods, facilities and controls used in manufacturing, processing and packing of drugs to assure their safety and identity. Finally, the marketing and promotion of authorized products, including industry-sponsored continuing medical education and advertising directed toward the prescribers of drugs and/or the general public, are strictly regulated in the European Union under Directive 2001/83EC, as amended.

Regulation in the United Kingdom

Brexit may influence the attractiveness of the United Kingdom as a place to conduct clinical trials. The European Union's regulatory environment for clinical trials is being harmonized as part of the Clinical Trial Regulations, which are due to enter into full effect at the end of 2021, but it is currently unclear as to what extent the United Kingdom will seek to align its regulations with the European Union. Failure of the United Kingdom to closely align its regulations with the EU may have an effect on the cost of conducting clinical trials in the United Kingdom as opposed to other countries and/or make it harder to seek a marketing authorization for our product candidates on the basis of clinical trials conducted in the United Kingdom.

In the short term there will be few changes to clinical trials that only have sites in the United Kingdom. The MHRA have confirmed that the sponsor of a clinical trial can be based in the EEA for an initial period following Brexit. Further investigational medicinal products can be supplied directly from the EU/EEA to a trial site in Great Britain without further oversight until January 1, 2022, and to Northern Ireland beyond such date. The United Kingdom is now a "third country" for the purpose of clinical trials that have sites in the EEA. For such trials the sponsor/legal representative must be based in the EEA, and the trial must be registered on the EU Clinical Trials Register (including data on sites outside of the EEA).

Great Britain is no longer covered by the European Union's procedures outlined above (Northern Ireland will be covered by the centralized authorization procedure, and can be covered under the decentralized or mutual recognition procedures). A separate marketing authorization will be required to market drugs in Great Britain. However, for two years from 1 January 2021, the MHRA may adopt decisions taken by the European Commission on the approval of new marketing authorizations through the centralized procedure, and the MHRA will have regard to marketing authorizations approved in a country in the European Union. Various national procedures are now available to place a drug on the market in the United Kingdom, Great Britain, or Northern Ireland, with the main national procedure having a maximum timeframe of 150 days (excluding time taken to provide any further information or data required). The data exclusivity periods in the United Kingdom are currently in line with those in the European Union, but the post-Brexit trade deal provides that the periods for both data and market exclusivity are to be determined by domestic law, and so there could be divergence in the future.

Orphan designation in Great Britain following Brexit is essentially identical to the position in the European Union, but is based on the prevalence of the condition in Great Britain. It is therefore possible that conditions that are currently designated as orphan conditions in Great Britain will no longer be and that conditions that are not currently designated as orphan conditions in the European Union will be designated as such in Great Britain.

Other healthcare laws and compliance requirements

In the United States, our activities are potentially subject to regulation by various federal, state and local authorities in addition to the FDA, including but not limited to, the Centers for Medicare & Medicaid Services, or CMS, other divisions of the U.S. Department of Health and Human Services (such as the Office of Inspector General and the Health Resources and Service Administration), the Department of Justice, or the DOJ, and individual U.S. Attorney offices within the DOJ, and state and local governments. For example, research, sales,

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marketing activities and scientific/educational grant programs must comply with the anti-fraud and abuse provisions of the Social Security Act, the false claims laws, transparency laws, the health information privacy and security laws, and similar state laws, each as amended, as applicable.

The federal Anti-Kickback Statute prohibits, among other things, any person or entity, from knowingly and willfully offering, paying, soliciting or receiving any remuneration, directly or indirectly, overtly or covertly, in cash or in kind, to induce or in return for purchasing, leasing, ordering or arranging for the purchase, lease or order of any item or service reimbursable, in whole or in part, under Medicare, Medicaid or other federal healthcare programs. The term remuneration has been interpreted broadly to include anything of value. The federal Anti-Kickback Statute has been interpreted to apply to arrangements between therapeutic product manufacturers on one hand and prescribers and purchasers on the other. In addition, a person or entity does not need to have actual knowledge of the statute or specific intent to violate it in order to have committed a violation.

The federal false claims laws, including the FCA, which can be enforced by private citizens through civil qui tam actions and civil monetary penalty laws prohibit any person or entity from, among other things, knowingly presenting, or causing to be presented, a false or fraudulent claim for payment to, or approval by, the federal healthcare programs, including Medicare and Medicaid, or knowingly making, using, or causing to be made or used a false record or statement material to a false or fraudulent claim to the federal government. A claim includes “any request or demand” for money or property presented to the U.S. government. For instance, historically, pharmaceutical and other healthcare companies have been prosecuted under these laws for allegedly providing free product to customers with the expectation that the customers would bill federal programs for the product. Additionally, companies have been prosecuted for, among other things, causing false claims to be submitted because of the companies’ marketing of the product for unapproved, off-label, and thus generally non-reimbursable, uses. Further, a claim including items or services resulting from a violation of the federal Anti-Kickback Statute constitutes a false or fraudulent claim for purposes of the FCA.

The Health Insurance Portability and Accountability, or HIPAA created additional federal criminal statutes that prohibit, among other things, knowingly and willfully executing, or attempting to execute, a scheme to defraud or to obtain, by means of false or fraudulent pretenses, representations or promises, any money or property owned by, or under the control or custody of, any healthcare benefit program, including private third-party payors, willfully obstructing a criminal investigation of a healthcare offense, and knowingly and willfully falsifying, concealing or covering up by trick, scheme or device, a material fact or making any materially false, fictitious or fraudulent statement in connection with the delivery of or payment for healthcare benefits, items or services. Like the federal Anti-Kickback Statute, a person or entity does not need to have actual knowledge of the statute or specific intent to violate it in order to have committed a violation.

We may be subject to data privacy and security regulations by both the federal government and the states in which we conduct our business. HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act, or HITECH, and their implementing regulations, impose requirements relating to the privacy, security and transmission of individually identifiable health information on certain healthcare providers, healthcare clearinghouses, and health plans, known as covered entities, and independent contractors, or agents of covered entities that receive or obtain individually identifiable health information in connection with providing a service on behalf of a covered entity, known as a business associates, as well as their covered subcontractors. Among other things, HITECH makes HIPAA’s privacy and security standards directly applicable to business associates. HITECH also created four new tiers of civil monetary penalties, amended HIPAA to make civil and criminal penalties directly applicable to business associates, and gave state attorneys general new authority to file civil actions for damages or injunctions in federal courts to enforce HIPAA and seek attorneys’ fees and costs associated with pursuing federal civil actions.

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State and foreign laws may also govern the privacy and security of health information in some circumstances. These data privacy and security laws may differ from each other in significant ways and often are not pre-empted by HIPAA, which may complicate compliance efforts. For example, in Europe, we are subject to Regulation (EU) 2016/679, the General Data Protection Regulation, or GDPR, in relation to our collection, control, processing and other use of personal data. The GDPR is directly applicable in each European Union Member State, however, it provides that European Member States may introduce further conditions, including limitations which could limit our ability to collect, use and share personal data (including health and medical information), or could cause our compliance costs to increase, ultimately having an adverse impact on our business. The GDPR imposes onerous accountability obligations requiring data controllers and processors to maintain a record of their data processing and implement policies as part of its mandated privacy governance framework. It also requires data controllers to be transparent and disclose to data subjects (in concise, intelligible and easily accessible form) how their personal information is to be used, imposes limitations on retention of personal data, defines pseudonymized (i.e., key-coded) data, introduces mandatory data breach notification requirements, and sets higher standards for data controllers to demonstrate that they have obtained valid consent for certain data processing activities. Fines for certain breaches of the GDPR are significant: up to the greater of €20 million or 4% of total global annual turnover. Further, following the withdrawal of the United Kingdom from the EU on January 31, 2020, pursuant to the transitional arrangements agreed between the United Kingdom and the EU, we will have to comply with the GDPR and separately the GDPR as implemented in the United Kingdom, each regime having the ability to fine up to the greater of €20 million/£17 million or 4% of global turnover. The relationship between the United Kingdom and the EU in relation to certain aspects of data protection law remains unclear, including how data transfers between EU member states and the United Kingdom will be treated. These changes may lead to additional compliance costs and could increase our overall risk.

We are also subject to European Union rules with respect to cross-border transfers of personal data out of the European Union and European Economic Area, or EEA. Recent developments in the EU have created complexity and uncertainty regarding transfers of personal data from the EEA to the United States. In July 2020, the Court of Justice of the European Union, or CJEU, invalidated the EU-US Privacy Shield Framework, or Privacy Shield, under which personal data could be transferred from the EEA to U.S. entities who had self-certified under the Privacy Shield scheme. While the CJEU upheld the adequacy, subject to certain conditions, of the standard contractual clauses (a standard form contract approved by the European Commission as an adequate personal data transfer mechanism), future regulatory guidance could result in changes to the use of standard contractual clauses. As supervisory authorities issue further guidance on personal data export mechanisms, including circumstances where the standard contractual clauses cannot be used, and/or start taking enforcement action, we could suffer additional costs, complaints and/or regulatory investigations or fines, and/or if we are otherwise unable to transfer personal data between and among countries and regions in which we operate, it could affect the manner in which we provide our services, the geographic location or segregation of our relevant systems and operations, and could adversely affect our financial results.

In addition, California recently enacted the California Consumer Privacy Act, or CCPA, which creates new individual privacy rights for California consumers (as defined in the law) and places increased privacy and security obligations on entities handling certain personal data of consumers or households. The CCPA requires covered companies to provide new disclosure to consumers about such companies' data collection, use and sharing practices, provide such consumers new ways to opt-out of certain sales or transfers of personal information, and provide consumers with additional causes of action. The CCPA provides for civil penalties for violations, as well as a private right of action for certain data breaches that result in the loss of personal information. This private right of action may increase the likelihood of, and risks associated with, data breach litigation. The CCPA became effective on January 1, 2020 and the California Attorney General may bring enforcement actions for violations beginning July 1, 2020. In addition, California voters recently approved the

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California Privacy Rights Act of 2020, or CPRA, which goes into effect on January 1, 2023. As currently written, the CCPA may impact our business activities and exemplify the vulnerability of our business to the evolving regulatory environment related to personal data and protected health information. It is expected that the CPRA would, among other things, give California residents the ability to limit the use of their personal information, further restrict the use of cross-contextual advertising, establish restrictions on the retention of personal information, expand the types of data breaches subject to the CCPA's private right of action, provide for increased penalties for CPRA violations concerning California residents under the age of 16, and establish a new California Privacy Protection Agency to implement and enforce the new law. Moreover, laws in all 50 U.S. states require businesses to provide notice to consumers whose personal information has been disclosed as a result of a data breach. State laws are changing rapidly and there is discussion in the U.S. Congress of a new comprehensive federal data privacy law.

In addition, many pharmaceutical manufacturers must calculate and report certain price reporting metrics to the government, such as average sales price and best price. Further, these prices for drugs may be reduced by mandatory discounts or rebates required by government healthcare programs or private payors and by any future relaxation of laws that presently restrict imports of drugs from countries where they may be sold at lower prices than in the United States.

Additionally, the federal Physician Payments Sunshine Act, or the Sunshine Act, within the ACA, and its implementing regulations, require that certain manufacturers of drugs, devices, biological and medical supplies for which payment is available under Medicare, Medicaid or the Children's Health Insurance Program (with certain exceptions) report annually to CMS information related to certain payments or other transfers of value made or distributed to physicians (defined to include doctors, dentists, optometrists, podiatrists and chiropractors) and teaching hospitals, or to entities or individuals at the request of, or designated on behalf of, the physicians and teaching hospitals and to report annually certain ownership and investment interests held by physicians and their immediate family members. Beginning in 2022, applicable manufacturers also will be required to report such information regarding payments and transfers of value provided during the previous year to physician assistants, nurse practitioners, clinical nurse specialists, anesthesiologist assistants, certified nurse anesthetists and certified nurse-midwives. In addition, many states also govern the reporting of payments or other transfers of value, many of which differ from each other in significant ways, are often not pre-empted, and may have a more prohibitive effect than the Sunshine Act, thus further complicating compliance efforts.

In addition, many states and foreign jurisdictions have enacted analogous versions of these laws. For example, many states have similar, and typically more prohibitive, fraud and abuse statutes or regulations that apply to items and services reimbursed under Medicaid and other state programs, or, in several states, apply regardless of the payor. In addition, many states also govern the reporting of payments or other transfers of value, many of which differ from each other in significant ways, are often not pre-empted, and may have a more prohibitive effect than the Sunshine Act, thus further complicating compliance efforts. Further, some states require pharmaceutical companies to comply with the pharmaceutical industry's voluntary compliance guidelines and relevant federal government compliance guidance and restrict marketing practices or require disclosure of marketing expenditures and pricing information.

In order to distribute products commercially, we must comply with state laws that require the registration of manufacturers and wholesale distributors of drug and biological products in a state, including, in certain states, manufacturers and distributors who ship products into the state even if such manufacturers or distributors have no place of business within the state. Some states also impose requirements on manufacturers and distributors to establish the pedigree of product in the chain of distribution, including some states that require manufacturers and others to adopt new technology capable of tracking and tracing product as it moves through

the distribution chain. In addition, our activities are potentially subject to federal and state consumer protection and unfair competition laws.

Ensuring business arrangements with third parties comply with applicable healthcare laws and regulations is a costly endeavor. If our operations are found to be in violation of any of the federal and state healthcare laws described above or any other current or future governmental regulations that apply to us, we may be subject to significant penalties, including without limitation, civil, criminal and/or administrative penalties, damages, fines, disgorgement, imprisonment, exclusion from participation in government programs, such as Medicare and Medicaid, injunctions, contractual damages, reputational harm, administrative burdens, diminished profits and future earnings, additional reporting and oversight obligations, and the curtailment or restructuring of our operations, any of which could adversely affect our ability to operate our business and our results of operations. Additionally, if any of the physicians or other providers or entities with whom we expect to do business are found not to be in compliance with applicable laws, they may be subject to significant civil, criminal and administrative sanctions, including exclusion from government funded healthcare programs.

Coverage, pricing and reimbursement

In the United States and in foreign markets, sales of any products for which we receive regulatory approval for commercial sale will depend, in part, on the extent to which third-party payors provide coverage and establish adequate reimbursement levels for such products. Coverage and reimbursement by a third-party payor may depend upon a number of factors, including the third-party payor's determination that use of a therapeutic is:

- a covered benefit under its health plan;
- safe, effective and medically necessary;
- appropriate for the specific patient;
- cost-effective; and
- neither experimental nor investigational.

Third-party payors are increasingly challenging the price, examining the medical necessity, and reviewing the cost-effectiveness of medical products, therapies and services, in addition to questioning their safety and efficacy. Obtaining coverage and reimbursement approval of a product from a third-party payor is a time-consuming and costly process that could require us to provide to each payor supporting scientific, clinical and cost-effectiveness data for the use of our product on a payor-by-payor basis, with no assurance that coverage and adequate reimbursement will be obtained. In particular, obtaining reimbursement for our products may be particularly difficult because of the higher prices often associated with branded drugs and drugs administered under the supervision of a physician. We may need to conduct expensive pharmacoeconomic studies in order to demonstrate the medical necessity and cost-effectiveness of our products, in addition to the costs required to obtain FDA approvals. We cannot be sure that reimbursement will be available for any product that we commercialize and, if coverage and reimbursement are available, we cannot be sure that the level of reimbursement will be adequate. Limited coverage and less than adequate reimbursement may reduce the demand for, or the price of, any product for which we obtain regulatory approval. Even if favorable coverage and reimbursement status is attained for one or more products for which we receive regulatory approval, less favorable coverage policies and reimbursement rates may be implemented in the future.

Additionally, in the United States there is no uniform policy among third-party payors for coverage or reimbursement. Third-party payors often rely upon Medicare coverage policy and payment limitations in setting their own coverage and reimbursement policies, but also have their own methods and approval processes. Therefore, one third-party payor's determination to provide coverage for a product does not assure that other payors will also provide coverage for the product. Adequate third-party payor reimbursement may not be available to enable us to maintain price levels sufficient to realize an appropriate return on our investment in

product development. If reimbursement is not available or is available only at limited levels, we may not be able to successfully commercialize any product candidate that we successfully develop.

Under currently applicable U.S. law, certain products not usually self-administered (including injectable drugs), such as our product candidates, once approved, may be eligible for coverage under Medicare Part B. As a condition of receiving Medicare Part B reimbursement for a manufacturer's eligible drugs or biologicals, the manufacturer is required to participate in other government healthcare programs, including the Medicaid Drug Rebate Program and the 340B Drug Pricing Program.

In the European Union, pricing and reimbursement schemes vary widely from country to country. Some countries provide that products may be marketed only after a reimbursement price has been agreed. Some countries may require the completion of additional studies that compare the cost-effectiveness of a particular product candidate to currently available therapies. European Union member states may approve a specific price for a product or it may instead adopt a system of direct or indirect controls on the profitability of the company placing the product on the market. Other member states allow companies to fix their own prices for products, but monitor and control company profits. The downward pressure on health care costs has become intense. As a result, increasingly high barriers are being erected to the entry of new products. In addition, in some countries, cross-border imports from low-priced markets exert competitive pressure that may reduce pricing within a country. Any country that has price controls or reimbursement limitations may not allow favorable reimbursement and pricing arrangements.

Healthcare reform

In the United States and some foreign jurisdictions, there have been, and continue to be, legislative and regulatory changes and proposed changes regarding the healthcare system that could prevent or delay marketing approval of product candidates, restrict or regulate post-approval activities, and affect the ability to profitably sell product candidates for which marketing approval is obtained. Among policy makers and payors in the United States and elsewhere, there is significant interest in promoting changes in healthcare systems with the stated goals of containing healthcare costs, improving quality and/or expanding access. In the United States, the pharmaceutical industry has been a particular focus of these efforts and has been significantly affected by major legislative initiatives.

For example, the ACA has substantially changed healthcare financing and delivery by both governmental and private insurers. Among the ACA provisions of importance to the pharmaceutical and biotechnology industries, in addition to those otherwise described above, are the following:

- an annual, nondeductible fee on any entity that manufactures or imports certain specified branded prescription drugs and biologic agents apportioned among these entities according to their market share in some government healthcare programs;
- an increase in the statutory minimum rebates a manufacturer must pay under the Medicaid Drug Rebate Program to 23.1% and 13% of the average manufacturer price for most branded and generic drugs, respectively, and capped the total rebate amount for innovator drugs at 100% of the average manufacturer price;
- a new Medicare Part D coverage gap discount program, in which manufacturers must now agree to offer 70% point-of-sale discounts off negotiated prices of applicable brand drugs to eligible beneficiaries during their coverage gap period, as a condition for the manufacturers' outpatient drugs to be covered under Medicare Part D;
- extension of manufacturers' Medicaid rebate liability to covered drugs dispensed to individuals who are enrolled in Medicaid managed care organizations;

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- expansion of eligibility criteria for Medicaid programs by, among other things, allowing states to offer Medicaid coverage to additional individuals and by adding new mandatory eligibility categories for individuals with income at or below 133% of the federal poverty level, thereby potentially increasing manufacturers' Medicaid rebate liability;
- expansion of the entities eligible for discounts under the 340B Drug Discount Program;
- a new Patient-Centered Outcomes Research Institute to oversee, identify priorities in, and conduct comparative clinical effectiveness research, along with funding for such research;
- a new methodology by which rebates owed by manufacturers under the Medicaid Drug Rebate Program are calculated for drugs that are inhaled, infused, instilled, implanted, or injected;
- a requirement to annually report certain information regarding drug samples that manufacturers and distributors provide to physicians;
- establishment of a Center for Medicare and Medicaid Innovation at CMS to test innovative payment and service delivery models to lower Medicare and Medicaid spending, potentially including prescription drug spending; and
- a licensure framework for follow on biologic products.

There have been executive, legal and political challenges to certain aspects of the ACA. Since January 2017, President Trump has signed several executive orders and other directives designed to delay, circumvent, or loosen certain requirements mandated by the ACA. Concurrently, Congress has considered legislation that would repeal or repeal and replace all or part of the ACA. While Congress has not passed comprehensive repeal legislation, several bills affecting the implementation of certain taxes under the ACA have been signed into law. In December 2017, the Tax Act was enacted which repealed, effective January 1, 2019, the tax penalty for an individual's failure to maintain ACA-mandated health insurance, commonly referred to as the "individual mandate." In addition, the 2020 federal spending package permanently eliminated, effective January 1, 2020, the ACA-mandated "Cadillac" tax on high-cost employer-sponsored health coverage and medical device tax and, effective January 1, 2021, also eliminated the health insurer tax. Further, the Bipartisan Budget Act of 2018, or the BBA, among other things, amends the ACA, effective January 1, 2019, to close the coverage gap in most Medicare drug plans, commonly referred to as the "donut hole." On December 14, 2018, a Texas U.S. District Court Judge ruled that the ACA is unconstitutional in its entirety because the "individual mandate" was repealed by Congress as part of the Tax Act. Additionally, on December 18, 2019, the U.S. Court of Appeals for the 5th Circuit upheld the District Court ruling that the individual mandate was unconstitutional and remanded the case back to the District Court to determine whether the remaining provisions of the ACA are invalid as well. The United States Supreme Court is currently reviewing this case, although it is unclear when or how the Supreme Court will rule.

Other legislative changes have been proposed and adopted since the ACA was enacted. In August 2011, President Obama signed into law the Budget Control Act of 2011, which, among other things, included aggregate reductions to Medicare payments to providers of up to 2% per fiscal year, which went into effect beginning on April 1, 2013 and, due to subsequent legislative amendments to the statute, including the BBA, will stay in effect through 2030, other than a temporary suspension from May 1, 2020 through March 31, 2021, unless additional Congressional action is taken. In January 2013, the American Taxpayer Relief Act of 2012 was signed into law, which, among other things, reduced Medicare payments to several providers, including hospitals, and increased the statute of limitations period for the government to recover overpayments to providers from three to five years.

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Further, there has been increasing legislative and enforcement interest in the United States with respect to specialty drug pricing practices. Specifically, there have been several recent U.S. Congressional inquiries and proposed and enacted federal and state legislation designed to, among other things, bring more transparency to drug pricing, reduce the cost of prescription drugs under Medicare, review the relationship between pricing and manufacturer patient programs, and reform government program reimbursement methodologies for drugs. At the federal level, the Trump administration used several means to propose or implement drug pricing reform, including through federal budget proposals, executive orders and policy initiatives. It is unclear whether the Biden administration will work to reverse these measures or pursue similar policy initiatives. Further, at the state level, legislatures have increasingly passed legislation and implemented regulations designed to control pharmaceutical and biological product pricing, including price or patient reimbursement constraints, discounts, restrictions on certain product access and marketing cost disclosure and transparency measures. We expect that additional healthcare reform measures will be adopted in the future, particularly in light of the recent U.S. presidential election. Further, it is possible that additional governmental action is taken in response to the COVID-19 pandemic.

The Foreign Corrupt Practices Act

The Foreign Corrupt Practices Act, or the FCPA, prohibits any U.S. individual or business from paying, offering, or authorizing payment or offering of anything of value, directly or indirectly, to any foreign official, political party or candidate for the purpose of influencing any act or decision of the foreign entity in order to assist the individual or business in obtaining or retaining business. The FCPA also obligates companies whose securities are listed in the United States to comply with accounting provisions requiring us to maintain books and records that accurately and fairly reflect all transactions of the corporation, including international subsidiaries, and to devise and maintain an adequate system of internal accounting controls for international operations.

Additional regulation

In addition to the foregoing, state and federal U.S. and European Union laws regarding environmental protection and hazardous substances, including the Occupational Safety and Health Act, the Resource Conservancy and Recovery Act and the Toxic Substances Control Act, affect our business. These and other laws govern our use, handling and disposal of various biological, chemical and radioactive substances used in, and wastes generated by, our operations. If our operations result in contamination of the environment or expose individuals to hazardous substances, we could be liable for damages and governmental fines. We believe that we are in material compliance with applicable environmental laws and that continued compliance therewith will not have a material adverse effect on our business. We cannot predict, however, how changes in these laws may affect our future operations.

Other regulations

We are also subject to numerous federal, state and local laws relating to such matters as safe working conditions, manufacturing practices, environmental protection, fire hazard control, and disposal of hazardous or potentially hazardous substances. We may incur significant costs to comply with such laws and regulations now or in the future.

Employees

As of December 31, 2020, we had 31 employees (including 28 full time employees), sixteen of whom hold M.D. or Ph.D. degrees. Twenty-five of our employees work in research and development and six work in general and administrative areas. None of our employees is subject to a collective bargaining agreement or represented by

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a trade or labor union and we consider our employee relations to be good. We also use outside consultants and contractors for limited engagements.

Facilities

Our headquarters are at Yalelaan 60, 3584 CM Utrecht, the Netherlands, where we occupy approximately seven multiple office and laboratory spaces under a lease that, for certain spaces, has been entered into for an indefinite period and, for other spaces, expires December 31, 2021. We believe that our facilities are adequate to meet our current needs and that additional space can be obtained on commercially reasonable terms as needed.

Legal proceedings

From time to time, we may be subject to legal proceedings and claims in the ordinary course of business. We are not currently aware of any such proceedings or claims that we believe will have, individually or in the aggregate, a material adverse effect on our business, financial condition or results of operations.

Management

Board structure

Prior to the consummation of this offering, we will continue to have a two-tier board structure consisting of a management board (*bestuur*) and a separate supervisory board (*raad van commissarissen*). Stephen Hurly and Paul Parren are currently the only two members of our management board. Kapil Dhingra, Stefan E. Luzi, Guido Magni, Erik J. van den Berg, Nanna L. Lüneborg and Joël J.P. Jean-Mairet currently serve on our supervisory board. As part of our reorganization and immediately prior to the consummation of this offering, we will transition from a two-tier board structure to a one-tier board structure consisting of executive and non-executive directors, as outlined below. There are no family relationships among any of our directors.

Board of directors

Upon completion of our reorganization and immediately prior to the consummation of this offering, our board of directors is expected to be composed of eight members, comprised of one executive director, Stephen Hurly, our Chief Executive Officer, and seven non-executive directors. We are currently reviewing the composition of our board of directors and our corporate governance practices in light of this offering and applicable requirements of the SEC and Nasdaq. In subsequent filings with the SEC, we will update any relevant disclosures herein as appropriate. Following the closing of this offering, each of our directors will hold office for the term set by our general meeting (as set forth in the table below), except in the case of his or her earlier death, resignation or dismissal. Our directors do not have a retirement age requirement under our articles of association.

Non-Executive Directors and Director Nominee

The following table lists the currently envisaged composition of the non-executive directors serving on the board of directors, including a director nominee who is expected to serve on our board of directors upon the consummation of this offering, and including the ages of the directors and director nominee, their current terms of service and year of expiry of their term, and their position:

Name	Age	Term served	Year in which term expires	Position
Kapil Dhingra	61	February 2021—Present	2024	Chairperson and Non-Executive Director
Erik J. van den Berg	48	January 2017—Present	2022	Non-Executive Director
Joël J.P. Jean-Mairet	49	September 2020—Present	2022	Non-Executive Director
Nanna Lüneborg	45	September 2020—Present	2023	Non-Executive Director
Stefan Luzi	37	January 2018—Present	2023	Non-Executive Director
Guido Magni	67	May 2018—Present	2023	Non-Executive Director
Karen J. Wilson	57	—	2024	Non-Executive Director Nominee

The following is a brief summary of the business experience of our supervisory board members and of the director nominee expected to serve on our board of directors as non-executive directors after the closing of this offering. Unless otherwise indicated, the current business address for each director is the same as our business address: Yalelaan 60, 3584 CM Utrecht, the Netherlands.

Kapil Dhingra, M.B.B.S. has served as Chairperson of our board and as one of our supervisory directors since January 2021 and will continue to serve as a non-executive director following the closing of this offering. He has

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served as Managing Member of KAPital Consulting, LLC, which he also co-founded, since August 2008. He has served on the boards of directors of several publicly traded and privately held companies, including Black Diamond Therapeutics, Inc. since January 2021, Replimune Group since July 2017, Five Prime Therapeutics since December 2015 and Autolus Ltd. since August 2014. He also served on the board of directors at Exosome from 2012 to August 2018, where he also served as Chairman, at Advanced Accelerator Applications from April 2014 to January 2018, at EpiTherapeutics ApS from January 2014 to May 2015, Algeta ASA from 2010 to March 2014, YM Biosciences from 2012 to February 2013, Coferon from January 2009 to June 2012, Micromet AG from 2009 to March 2012 and BioVex from 2009 to 2011. Dr. Dhingra previously served as Vice President, Head of the Oncology Disease Biology Leadership Team and Head of Oncology Clinical Development at Hoffman-La Roche from May 1999 to August 2008. He received a M.B.B.S. from the All India Institute of Medical Sciences. We believe that Dr. Dhingra is qualified to serve on our board of directors because of his extensive experience in executive positions with several pharmaceutical companies and in the clinical development of pharmaceuticals in several therapeutic areas, including in oncology, and his experience serving on the boards of several publicly traded life science companies.

Erik J. van den Berg has served as one of our supervisory directors since January 2017 and as Chairperson of our supervisory board from March 2018 to February 2021, and will continue to serve as a non-executive director following the closing of this offering. He currently serves as the Chief Executive Officer of AM-Pharma. Prior to joining AM-Pharma in 2007, where he also previously served as Chief Business Officer, Mr. van den Berg served as a Senior Executive at Organon, where he was responsible for global biotechnology business development. He currently serves on the boards of directors at Heatmatrix Group, Lead Pharma and Step Pharma. He received his Masters in Chemistry from the University of Utrecht and an MBA from the Manchester Business School. We believe that Mr. van den Berg is qualified to serve on our board of directors due to his experience as a senior executive and director of clinical-stage biotechnology and life sciences companies, his extensive experience as a director of multiple companies and his investment experience in the life sciences industry.

Joël J.P. Jean-Mairet, Ph.D., has served as one of our supervisory directors since 2019 and will continue to serve as a non-executive director following the closing of this offering. He has served as Managing Partner at Ysios Capital, which he also co-founded, since November 2007. He has served on the boards of directors of several privately held companies, including Aura Biosciences, Sanifit Therapeutics, Ona Therapeutics, SpliceBio and Inbiomotion, where he also serves as Chairman. He also served on the board of directors at Cellerix/Tigenix (now Takeda). Dr. Jean-Mairet previously served as Chief Executive Officer of Glycart Biotechnology from 2001 to 2005. He received a M.S. and Ph.D. in Biotechnology from the Swiss Federal Institute of Technology (ETH). We believe that Dr. Jean-Mairet is qualified to serve on our board of directors because of his extensive experience in our industry, including his strategic management and operational experience, as well as his significant experience as an investor in life sciences companies.

Nanna Lüneborg, Ph.D., has served as one of our supervisory directors since September 2020 and will continue to serve as a non-executive director following the closing of this Offering. She has been employed in various roles at Novo Holdings A/S since March 2012, including as Partner, Principal, Investment Director. She currently serves on the boards of directors of several other privately held companies, including ReViral, NodThera, Epsilon3-Bio and Stargazer. She has previously served on the boards of publicly traded and privately held companies, including ObsEva, NBE Therapeutics, Inthera, IO Biotech, MinervaX, Pcovery, Inventiva, and Orphazyme. Dr. Lüneborg previously served as an Associate at Apposite Capital. She received a B.A. in Physiology and Psychology from the University of Oxford, a Ph.D. in Neuroscience from University College London and an MBA from the University of Cambridge. We believe that Dr. Lüneborg is qualified to serve on our board of directors due to her experience serving on the board of directors of clinical-stage biotechnology companies, including public companies, and her investment experience within the life science industry.

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Stefan Luzi, Ph.D., has served as one of our supervisory directors since January 2018 and will continue to serve as a non-executive director following the closing of this offering. He has also served on the board of directors at Lumicks B.V. (observer) and Draupnir Bio ApS (director). Dr. Luzi has served in various roles at Gilde Healthcare since April 2015, including Associate and then Partner. Dr. Luzi previously worked at Merck KGaA from March 2013 to February 2015. He received a B.Sc. in Biology and M.Sc. in Biotechnology from the Swiss Federal Institute of Technology Zurich (ETH) and his MPhil in Bioscience Enterprise and his Ph.D. in Molecular Biology from the University of Cambridge. We believe that Dr. Luzi is qualified to serve on our board of directors due to his business and investment experience within the life science industry, particularly with biotechnology companies.

Guido Magni, M.D., Ph.D., has served as one of our supervisory directors since May 2018 and will continue to serve as a non-executive director following the closing of this offering. He is currently a Partner at Versant Ventures. Prior to joining Versant in 2012, Dr. Magni previously served as a Managing Director of EuroVentures, a Versant incubator, where he was intimately involved in several biotech investments including Synosia (sold to Biotie Therapies), Flexion and Okairos. He currently serves on the boards of directors of several privately held companies, including Nouscom and Tarveda Therapeutics. He also previously served on the boards of directors of Aprea and Gensight Biologics, both publicly held companies. Dr. Magni previously served as the Global Head of Medical Science and of Global Drug Development at Roche. He received his M.D. and Ph.D. in neuropharmacology from the University of Padua. We believe that Dr. Magni is qualified to serve on our board of directors due to his experience serving on the board of directors of clinical-stage biotechnology companies, his experience as a director of public companies and his investment experience in the life sciences industry.

Karen J. Wilson is expected to serve as a non-executive director following the closing of this offering. She currently serves on the board of directors of several publicly traded companies, including Angion Biomedica, Connect Biopharma and Vaxart, Inc. Ms. Wilson served as Senior Vice President of Finance at Jazz Pharmaceuticals plc until September 2020 after serving as Vice President of Finance and Principal Accounting Officer. Prior to joining Jazz Pharmaceuticals in February 2011, Ms. Wilson served as Vice President of Finance and Principal Accounting Officer at PDL BioPharma, Inc. She also previously served as a Principal at the consulting firm of Wilson Crisler LLC, Chief Financial Officer of ViroLogic, Inc., Chief Financial Officer and Vice President of Operations for Novare Surgical Systems, Inc., and as a consultant and auditor for Deloitte & Touche LLP. Ms. Wilson is a Certified Public Accountant and received a B.S. in Business from the University of California, Berkeley. We believe that Ms. Wilson is qualified to serve on our board of directors due to her extensive background in financial and accounting matters for public companies and her leadership experience in the life sciences industry.

Management directors and executive officers

The following table presents information about our current management directors and executive officers, including their ages as of the date of this prospectus:

Name	Age	Year in which term expires	Position
Stephen Hurly	53	2024	Management Director and Chief Executive Officer
Edward F. Smith	49	—	Chief Financial Officer
Benjamin Winograd	65	—	Chief Medical Officer
Hans van der Vliet	47	—	Chief Scientific Officer
Ton Adang	60	—	Chief Development Officer
Paul Parren	57	—	Management Director and Head of R&D
Peter Ros	49	—	Vice President, Finance

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The following is a brief summary of the business experience of certain of our executive officers, including our management directors.

Stephen Hurlly has served as our President, Chief Executive Officer and as one of our management directors since June 2019. Prior to joining LAVA Therapeutics, he served as President and Chief Executive Officer of Sesen Bio, a Nasdaq listed late stage oncology firm, from September 2016 to August 2018. From August 2015 to September 2016, he served as the President and Chief Executive Officer of Viventia Bio Inc., a specialty pharmaceutical company acquired by Sesen Bio Inc in September 2016. He has served on the board of directors of PHusis Therapeutics Inc., a private targeted small molecule therapeutics company, since May 2011. Previously, he was the Chief Executive Officer of Burrill & Co.'s Merchant Banking Division, a finance business for life science companies, from June 2011 to August 2015. From June 2008 to June 2011, he was also the head of the Life Sciences Investment Banking Practice at Boenning & Scattergood, a securities asset management and investment banking firm. He graduated from Swarthmore College with a B.A. degree in Engineering and earned an M.B.A. from the University of Chicago.

Edward F. Smith has served as our Chief Financial Officer since March 2021. Since April 2020, he has served on the board of directors of Benitec Biopharma, Inc., a publicly traded company. From November 2013 to March 2021, Mr. Smith served as the Chief Financial Officer of Marinus Pharmaceuticals, Inc., a publicly traded company. Mr. Smith previously served as the Chief Financial Officer of PolyMedix, Inc. from January 2006 to April 2013 and the executive director of finance at InKine Pharmaceutical Company, Inc. from September 2000 to December 2005. He received his B.S. in Business Administration from the University of Hartford.

Benjamin Winograd, M.D., Ph.D., has served as our Chief Medical Officer since July 2020. Prior to joining Lava Therapeutics, he served in various roles at Celgene from 2007 to 2020, including as Clinical R&D Therapeutic Area Head for Multiple Myeloma, where he led landmark studies resulting in the registration of lenalidomide (Revlimid) and pomalidamide (Pomalyst/Imnovid). Before that, Dr. Winograd served as Executive Director of Clinical Oncology at Bristol-Myers Squibb from 1990 to 1999, as VP of Global Medical Affairs (Oncology) at Pharmacia from 1999 to 2003, and as VP of Global Medical Affairs (Oncology) at Schering-Plough from 2004 to 2007. He received his MD and PhD in 1982 from the Technical University of Munich, Germany, and began his career as part of the EORTC Cooperative Group at the VU University in Amsterdam.

Hans van der Vliet, M.D., Ph.D., has served as our Chief Scientific Officer since 2017. Since December 2019, he has served as a professor of medical oncology at the Amsterdam UMC, where he has also served as a Medical Oncologist since September 2008. From January 2005 to January 2006, Dr. van der Vliet performed post-doctoral research at the Division of Hematology and Oncology, Beth Israel Deaconess Medical Center, Harvard Medical School. He received his MD from the University of Amsterdam and his PhD from the VU University in Amsterdam and performed his internal medicine and medical oncology specialization in the VU University Medical Center in Amsterdam.

Ton Adang, Ph.D., has served as our Chief Development Officer since July 2017, initially as a consultant through his management consultancy company, PMC Biopartners B.V., and then full-time beginning in August 2019. Prior to joining Lava Therapeutics, he served as Chief Operating Officer at EnCare Biotech from August 2014 to December 2017, as Chief Operating Officer at Fast Forward Pharmaceuticals from October 2012 to October 2017, as Project Director at AM-Pharma from August 2014 to September 2016 and as Chief Operating Officer at SimiBio BV from July 2011 to June 2014. Dr. Adang also previously served in various roles at Merck, including as Site Scientific Operations Lead from March 2010 to July 2011 and as Senior Director of Project & Pipeline Management from November 2009 to March 2010. He received his PhD in Bioorganic Chemistry and Biopharmaceutical Sciences from the University of Leiden at the Divisions of Bio-Pharmaceutical Sciences and Bio-Organic Chemistry, and his MSc in Life Sciences from Wageningen University.

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Paul W.H.I. Parren, Ph.D., has served as our Executive Vice President and Head of Research & Development and as a management director since May 2018. Since January 2015, he has served as a professor of molecular immunology at the Leiden University Medical Center. Since 2013, Dr. Parren has served as a board member of The Antibody Society. He has also served as Operational Partner at Gilde Healthcare since December 2017 and as Owner and Chief Executive Officer of Sparring Bioconsult BV since November 2017. From 2002 to 2017, Dr. Parren served in the positions of Vice President, Senior Vice President and Scientific Director heading Genmab's preclinical R&D and he was an Associate Professor at The Scripps Research Institute in La Jolla, CA in 2001, where he previously was a Postdoctorate and Assistant Professor. From May 2013 to May 2018, he served as Adjunct Professor of Translational Cancer Research at the University of Southern Denmark. He received his PhD in Molecular Immunology and M.Sc. in Molecular Biology & Immunology from the University of Amsterdam.

Peter Ros has served as our Vice President of Finance since January 2020. Prior to joining Lava Therapeutics, he served in various roles at Genmab, including as Senior Director of Accounting and Finance from October 2018 to December 2019, Senior Director of Finance and Accounting, R&D Operations from July 2015 to September 2018, and Senior Director of Finance from November 2001 to June 2015. Mr. Ros also served as an Accountant at PricewaterhouseCoopers from September 1993 to April 1999. He received a RA in accountancy from VU Amsterdam and his HEAO RA in accountancy from Windesheim University.

Committees

Audit committee

The audit committee is expected to consist of Karen J. Wilson, Stefan Luzi and Erik J. van den Berg. The audit committee will assist the board of directors in overseeing our accounting and financial reporting processes and the audits of our financial statements. Ms. Wilson will serve as chairperson of the audit committee. In addition, the audit committee will be responsible for the appointment, compensation, retention and oversight of the work of our independent registered public accounting firm. Our board of directors has determined that Ms. Wilson and Mr. van den Berg satisfy the "independence" requirements set forth in Rule 10A-3 under the Exchange Act and Ms. Wilson qualifies as an "audit committee financial expert," as such term is defined in the rules of the SEC.

We intend to rely on the phase-in rules of the SEC and Nasdaq with respect to the independence of our audit committee. These rules require that all members of our audit committee must meet the independence standard for audit committee membership within one year of the effectiveness of the registration statement of which this prospectus forms a part. The audit committee will be governed by a charter that complies with applicable Nasdaq rules, which charter will be posted on our website prior to the listing of our common shares on Nasdaq.

Compensation committee

The compensation committee is expected to consist of Guido Magni, Karen J. Wilson and Erik J. van den Berg. The compensation committee will assist the board of directors in determining compensation for our executive officers and our directors. Dr. Magni will serve as chairperson of the compensation committee.

Under SEC and Nasdaq rules, there are heightened independence standards for members of the compensation committee, including a prohibition against the receipt of any compensation from us other than standard director fees. As permitted by the listing requirements of Nasdaq, we will opt out of Nasdaq Listing Rule 5605(d), which requires that a compensation committee consist entirely of independent directors. The compensation committee will be governed by a charter that will be posted on our website prior to the listing of our common shares on Nasdaq.

Nomination and corporate governance committee

The nomination and corporate governance committee is expected to consist of Nanna Lüneborg, Stefan Luzi and Joël J.P. Jean-Mairet. The nomination and corporate governance committee will assist our board of directors in identifying individuals qualified to become our directors consistent with criteria established by us and in developing our code of business conduct and ethics. Dr. Lüneborg will serve as chairperson of the nomination and corporate governance committee.

As permitted by the listing requirements of Nasdaq, we will opt out of Nasdaq Listing Rule 5605(e), which requires independent director oversight of director nominations. The nominating and corporate governance committee will be governed by a charter that will be posted on our website prior to the listing of our common shares on Nasdaq.

Code of business conduct and ethics

Prior to the closing of this offering, we will adopt a written code of business conduct and ethics, or code of conduct, which outlines the principles of legal and ethical business conduct under which we do business. The code of conduct will apply to all of our directors and employees. Upon the closing of this offering, the full text of the code of conduct will be available on our website at www.lavatherapeutics.com. The information and other content appearing on our website are not part of this prospectus.

Executive officer employment agreements

Each of our executive officers has entered into an employment agreement with us for an indefinite period of time. We plan to enter into amended employment agreements with each of our executive officers in connection with this offering.

Compensation of board of directors and certain executive officers

The aggregate compensation, including benefits in kind, accrued or paid to our senior management with respect to the year ended December 31, 2020, for services in all capacities was €1.7 million. In 2020, we granted 6,035 options under our Employee Stock Option Plan to our senior management.

Dutch law provides that we must establish a policy in respect of the remuneration of our directors. Such policy addresses, among other things, the following topics: the fixed and variable components of the remuneration (if any), remuneration in the form of shares and severance payments. Prior to the consummation of this offering, our general meeting of shareholders will adopt such a policy to be proposed by the board of directors. The board of directors determines the remuneration of the directors in accordance with the remuneration policy. Our executive directors may not participate in the discussions or decision-making regarding the remuneration of our executive directors. A proposal by the board of directors with respect to remuneration schemes in the form of shares or rights to shares in which directors may participate must be submitted by the board of directors to the general meeting for its approval. This proposal must set out at least the maximum number of shares or rights to shares to be granted to the directors and the criteria for granting or amendment.

The aggregate compensation, including benefits in kind, accrued or paid to our directors with respect to the year ended December 31, 2020 for services in all capacities was approximately €48,000. As of December 31, 2020, we have no amounts set aside or accrued to provide pension, retirement or similar benefits to our directors.

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Immediately following the consummation of this offering, we expect to issue Mr. Smith an option to purchase 249,509 common shares at an exercise price equal to the actual initial public offering price, as compensation. 25% of the shares subject to this option will vest on the one-year anniversary of the effectiveness of Mr. Smith's employment agreement, or the Smith Effective Date, with the remainder vesting monthly over the following three-year period such that it will be vested in full on the four-year anniversary of the Smith Effective Date, subject to Mr. Smith's continuous service through such vesting dates. We also expect to issue Ms. Wilson an option to purchase common shares with a Black-Scholes value of \$250,000, with an exercise price equal to the actual initial public offering price, as compensation. The shares subject to this option will vest in equal monthly installments over a three-year period commencing with the date of Ms. Wilson's appointment to our board of directors, subject to Ms. Wilson's continuous service through such vesting dates. We also expect to issue Mr. van den Berg an option to purchase common shares with a Black-Scholes value of \$125,000, with an exercise price equal to the actual initial public offering price, as compensation. The shares subject to this option will vest in full upon the first anniversary of the consummation of this offering, subject to Mr. van den Berg's continuous service through such vesting date.

Insurance and indemnification

Following the consummation of this offering and subject to certain exemptions, our current and former directors and other current and former officers and employees as designated by our board of directors will have the benefit of indemnification provisions set forth in our articles of association. These provisions give our current and former directors and other current and former officers and employees as designated by our board of directors the right, to the extent permitted by applicable law, to recover from us amounts, including but not limited to any financial losses or damages and any expense reasonably paid or incurred by such indemnified person in connection with any threatened, pending or completed suit, action or legal proceedings of a civil, criminal, administrative or other nature, formal or informal, in which such indemnified person became involved, to the extent this relates to its current or form position with us and/or our group companies and in each case to the extent permitted by applicable law. However, no indemnification shall be given to an indemnified person; (i) if a competent court or arbitral tribunal has established, without having (or no longer having) the possibility for appeal, that the acts or omissions of such indemnified person that led to the financial losses, damages, expenses, suit, claim, action or legal proceedings as described above are of an unlawful nature (including acts or omissions which are considered to constitute malice, gross negligence, intentional recklessness and/or serious culpability attributable to such indemnified person); (ii) to the extent that his or her financial losses, damages and expenses are covered under insurance and the relevant insurer has settled, or has provided reimbursement for, these financial losses, damages and expenses (or has irrevocably undertaken to do so); (iii) in relation to proceedings brought by such indemnified person against our company, except for proceedings brought to enforce indemnification to which he is entitled pursuant to our articles of association, pursuant to an agreement between such indemnified person and our company which has been approved by our board of directors or pursuant to insurance taken out by our company for the benefit of such indemnified person; and (iv) for any financial losses, damages or expenses incurred in connection with a settlement of any proceedings effected without our prior consent. There is generally no entitlement to indemnification for acts or omissions that amount to willful (*opzettelijk*), intentionally reckless (*bewust roekeloos*) or seriously culpable (*ernstig verwijtbaar*) conduct. In addition, upon the consummation of this offering, we intend to enter into agreements with our directors to indemnify them against expenses and liabilities to the fullest extent permitted by law. These agreements will also provide, subject to certain exceptions, for indemnification for related expenses including, among other expenses, attorneys' fees, judgments, penalties, fines and settlement amounts incurred by any of these individuals in any action or proceeding. In addition to such indemnification, we provide our directors with directors' and officers' liability insurance.

Compensation committee interlocks and insider participation

None of our senior management has served as a member of a compensation committee (or if no committee performs that function, the board of directors) of any other entity that has a member of key management serving as a member of our board of directors.

Remuneration and other benefits to directors for the year ended December 31, 2020

As a foreign private issuer, in accordance with Nasdaq listing requirements, we will comply with home country compensation requirements and certain exemptions thereunder rather than complying with Nasdaq compensation requirements. Dutch law does not provide for limitations with respect to the aggregate annual compensation paid to our directors, provided that such compensation is consistent with our compensation policy. Such compensation policy will be adopted by our general meeting prior to the closing of this offering. Changes to such compensation policy will require a vote of our general meeting by simple majority of votes cast. The board of directors determines the remuneration of individual directors with due observance of the compensation policy. A proposal with respect to remuneration schemes in the form of shares or rights to shares in which directors may participate is subject to approval by our general meeting by simple majority of votes cast. Such a proposal must set out at least the maximum number of shares or rights to subscribe for shares to be granted to the directors and the criteria for granting or amendment.

Our compensation policy will authorize our board of directors to determine the amount, level and structure of the compensation packages of our directors at the recommendation of our compensation committee. These compensation packages may consist of a mix of fixed and variable compensation components, including base salary, short-term incentives, long-term incentives, fringe benefits, severance pay and pension arrangements, as determined by our board.

Equity Incentive Plans

Previous share option plans

In 2018, we established a share option plan, or the 2018 Stock Option Plan, that entitles employees, directors, and consultants providing services to purchase depositary receipts for our common shares. Under the 2018 Stock Option Plan, holders of vested options are entitled to purchase depositary receipts for common shares at the exercise price determined at the date of the grant. Upon exercise of options, Stichting Administratiekantoor Lava Therapeutics, or the Foundation, issues to such individuals non-voting depositary receipts representing the underlying common shares, against payment of the option exercise price. The voting rights associated with the common shares remain with the Foundation.

The ownership of the depositary receipts is conditional to the terms and conditions of the Foundation's conditions of administration. Under defined circumstances, the participants are obliged to offer the acquired depositary receipts to the Foundation.

In 2020, we established a U.S. share option plan, or the 2020 U.S. Stock Option Plan, and together with the 2018 Stock Option Plan, the Existing Plans, that entitles employees, directors and consultants providing services to give the right to acquire a number of common shares. Under the U.S. Stock Option Plan, the holders of vested options are entitled to purchase a number of common shares at the exercise price determined at the date of the grant.

Under the Existing Plans, the options granted vest in installments over a four-year period from the grant date. 25% of the options vest on the first anniversary of the vesting commencement date and the remaining 75% of

the options vest in 36 monthly installments for each full month of continuous service provided by the option holder thereafter, such that 100% of the options shall become vested on the fourth anniversary of the vesting commencement date. The options granted are exercisable once vested.

Long-Term Incentive Plan

Our board of directors adopted, and our shareholders approved, our long-term incentive plan, or the Plan, in March 2021, pursuant to which we may grant options, restricted stock, restricted stock units, share appreciation rights and other equity and equity-based awards. Initially, the maximum number of common shares that may be issued under the Plan after it becomes effective will be 2,535,226 shares. In addition, the number of common shares reserved for issuance under the Plan will automatically increase on January 1 of each calendar year, starting on January 1, 2022 and continuing through January 1, 2031, in an amount equal to 4% of the total number of shares of our issued share capital on the last day of the calendar month before the date of each automatic increase, or a lesser number of shares determined by our board of directors. The maximum number of common shares that may be issued on the exercise of ISOs under our Plan is 7,600,000. The Plan will be administered by our board of directors (where appropriate on the basis of a recommendation of our compensation committee). We may grant awards under the Plan to our officers, directors, employees, consultants or other advisors. We may condition awards under the Plan upon the achievement or satisfaction of performance criteria and we will determine the vesting conditions for awards under the Plan. The Plan will provide for special provisions for good leavers and bad leavers as well as for a change in control of our company.

2021 Employee Stock Purchase Plan

Our board of directors adopted, and our shareholders approved, our 2021 Employee Stock Purchase Plan, or the ESPP, in March 2021. The ESPP will become effective immediately prior to and contingent upon the date of the consummation of this offering. The purpose of the ESPP is to secure the services of new employees, to retain the services of existing employees, and to provide incentives for such individuals to exert maximum efforts toward our success and that of our affiliates. The ESPP is intended to qualify as an "employee stock purchase plan" within the meaning of Section 423 of the U.S. Internal Revenue Code of 1986, as amended, for U.S. employees. Following this offering, the ESPP authorizes the issuance of common shares under purchase rights granted to our employees or to employees of any of our designated affiliates. The ESPP will initially provide participating employees with the opportunity to purchase up to an aggregate of 253,523 common shares. The number of common shares reserved for issuance will automatically increase on January 1 of each calendar year, starting on January 1, 2022 and continuing through January 1, 2031, by the lesser of (i) 1 % of the total number of common shares outstanding on December 31st of the preceding calendar year, and; and (ii) 760,000 shares; provided that our board of directors may act prior to the first day of any calendar year to provide that there will be no January 1st increase in the share reserve for such calendar year or that the increase in the share reserve for such calendar year will be a lesser number of common shares than would otherwise occur pursuant to the preceding sentence. As of the date hereof, none of our common shares have been purchased under the ESPP.

Principal shareholders

The following table sets forth information relating to the beneficial ownership of our common shares as of March 17, 2021 after giving effect to the conversion of all of our outstanding preferred shares into an aggregate of 18,298,137 common shares immediately prior to the consummation of this offering, as adjusted to reflect the sale of common shares in this offering, by:

- each person, or group of affiliated persons, known by us to beneficially own more than 5% of our outstanding common shares;
- each of our board members; and
- all board members as a group.

The number of common shares beneficially owned by each entity, person, board member is determined in accordance with the rules of the SEC, and the information is not necessarily indicative of beneficial ownership for any other purpose. Under such rules, beneficial ownership includes any shares over which the individual has sole or shared voting power or investment power as well as any shares that the individual has the right to acquire within 60 days of March 17, 2021 through the exercise of any option, warrant or other right. Except as otherwise indicated, and subject to applicable community property laws, the persons named in the table have sole voting and investment power with respect to all common shares held by that person.

The percentage of shares beneficially owned before the offering is computed on the basis of 18,414,162 of our common shares outstanding as of March 17, 2021, after giving effect to the issuance of 9,945,221 preferred shares and the repurchase of 718,250 cumulative preference A shares, or Series A Preferred, and 165,750 common shares and the conversion of all of our outstanding preferred shares into an aggregate of 18,298,137 common shares immediately prior to the consummation of this offering. The percentage of shares beneficially owned after the offering is based on the number of our common shares to be outstanding after this offering, including the 6,700,000 of our common shares that we are selling in this offering and the issuance of 238,095 common shares to VUmc, and assumes no exercise of the underwriters' option to purchase additional common shares from us. Common shares that a person has the right to acquire within 60 days of March 17, 2021 are deemed outstanding for purposes of computing the percentage ownership of the person holding such rights, but are not deemed outstanding for purposes of computing the percentage ownership of any other person, except with respect to the percentage ownership of all board members as a group. As of March 17, 2021, after giving effect to the conversion of all of our outstanding preferred shares into an aggregate of 18,298,137 common shares immediately prior to the consummation of this offering, 6,944,925 common shares, representing 38% of our issued and outstanding common shares, were held by three U.S. record holders. In addition, the following table does not reflect any common shares that may be purchased in this offering or pursuant to our directed share program described under "Underwriting —Directed Share Program." Unless otherwise indicated below, the address for each beneficial owner listed is c/o LAVA Therapeutics, at Yalelaan 60, 3584 CM Utrecht, the Netherlands.

Name and address of beneficial owner	Shares beneficially owned before the offering		Shares beneficially owned after the offering	
	Number	Percent	Number	Percent
5% or Greater Shareholders				
Coöperatieve Gilde Healthcare IV U.A.(1)	4,087,837	22.2%	4,087,837	16.1%
Versant Venture Capital VI, L.P.(2)	4,087,837	22.2%	4,087,837	16.1%
Novo Holdings A/S(3)	2,977,312	16.2%	2,977,312	11.7%
Sanofi Foreign Participations B.V.(4)	1,786,122	9.7%	1,786,122	7.0%
Entities affiliated with Redmile Group, LLC(5)	1,774,409	9.6%	1,774,409	7.0%
Ysios BioFund III FCRE(6)	1,190,527	6.7%	1,190,527	4.7%
MRL Ventures Fund, LLC(7)	1,082,679	5.9%	1,082,679	4.3%
Board and Senior Management				
Stephen Hurly(8)	106,761	*	106,761	*
Paul Parren(9)	91,660	*	91,660	*
Benjamin Winograd	0	*	0	*
Ton Adang(10)	32,395	*	32,395	*
Hans van der Vliet(11)	77,350	*	77,350	*
Peter Ros(12)	6,906	*	6,906	*
Edward F. Smith	0	*	0	*
Karen J. Wilson	0	*	0	*
Erik van den Berg(13)	54,145	*	54,145	*
Joël Jean-Mairet	0	*	0	*
Nanna Lüneborg(14)	0	*	0	*
Stefan Luzi	0	*	0	*
Guido Magni(15)	0	*	0	*
Kapil Dhingra	0	*	0	*
All board members and senior management as a group (14 persons)	369,217	2.0%	369,217	1.5%

- * Indicates beneficial ownership of less than 1% of the total outstanding common shares.
- (1) Consists of (a) 2,405,364 common shares as of March 17, 2021 and (b) 1,682,473 common shares upon the closing of the second and third tranches of the Company's Series C Preferred financing held by Cooperative Gilde Healthcare IV U.A., or Gilde. Gilde is managed by Gilde Healthcare IV Management B.V., or Gilde B.V. Gilde B.V. is managed by Marc Perret, Edwin de Graaf and Pieter van der Meer, who each disclaim beneficial ownership of all applicable shares except to the extent of their actual pecuniary interest in such shares. The address for Gilde is Newtonlaan 91, 3584 BP Utrecht, the Netherlands.
- (2) Consists of (a) 2,405,364 common shares as of March 17, 2021 and (b) 1,682,473 common shares upon the closing of the second and third tranches of the Company's Series C Preferred financing. Consists of (i) 1,706,120 common shares issuable upon the conversion of the Series B convertible preferred stock directly held by Versant Venture Capital VI, L.P. ("Versant VI") as of December 31, 2021, (ii) 499,460 shares of common shares issuable upon the conversion of the Series C convertible preferred stock directly held by Versant VI as of December 31, 2021, (iii) 1,201,577 common shares issuable upon the conversion of the Series C convertible preferred stock directly held by Versant VI upon the closing of the second and third tranches of the Company's Series C Preferred financing, (iv) 199,784 common shares issuable upon the conversion of the Series C convertible preferred stock directly held by Versant Vantage I, L.P. ("Versant Vantage"), and together with Versant VI, the "Versant Funds") as of December 31, 2021, and (v) 480,896 common shares issuable upon the conversion of the Series C convertible preferred stock directly held by Versant Vantage upon the closing of the second and third tranches of the Company's Series C Preferred financing. Versant Ventures VI GP, L.P. is the general partner of Versant VI and Versant Ventures VI GP-GP, LLC is the general partner of Versant Ventures VI GP, L.P. and has voting and dispositive control over the shares held by Versant VI. Each of Bradley J. Bolzon, Jerel C. Davis, Kirk G. Nielsen, Clare Ozawa, Robin L. Praeger and Tom Woiwode Ph.D., the managing directors of Versant Ventures VI GP-GP, LLC, may be deemed to possess voting and dispositive control over the shares held by Versant VI and may be deemed to have indirect beneficial ownership of the shares held by Versant VI but disclaims beneficial ownership of such securities, except to the extent of their respective pecuniary interest therein, if any. Versant Vantage I GP, L.P. is the general partner of Versant Vantage and Versant Vantage I GP-GP, LLC is the general partner of Versant Vantage I GP, L.P. and has voting and dispositive control over the shares held by Versant Vantage. Each of Bradley J. Bolzon, Jerel C. Davis, Clare Ozawa, Robin L. Praeger and Tom Woiwode Ph.D., the managing directors of Versant Vantage I

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- GP-GP, LLC, may be deemed to possess voting and dispositive control over the shares held by Versant Vantage and may be deemed to have indirect beneficial ownership of the shares held by Versant Vantage but disclaims beneficial ownership of such securities, except to the extent of their respective pecuniary interest therein, if any. The address for the Versant Funds is One Sansome Street, Suite 3630, San Francisco, CA 94104.
- (3) Consists of (a) 874,276 common shares held by Novo Holdings A/S (Novo) as of March 17, 2021 and (b) 2,103,036 common shares upon the closing of the second and third tranches of the Company's Series C Preferred financing. The board of directors of Novo (the Novo Board) has shared voting and investment power with respect to the shares held by Novo and may exercise such control only with the support of a majority of the members of the Novo Board. As such, no individual member of the Novo Board is deemed to hold any beneficial ownership or reportable pecuniary interest in the shares held by Novo. Dr. Lüneborg, a member of our board of directors, is employed as a Partner at Novo and is not deemed to have beneficial ownership of the shares held by Novo. The address for Novo is Tuborg Havnevej 19, DK-2900 Hellerup, Denmark.
- (4) Consists of (a) 524,433 common shares as of March 17, 2021 and (b) 1,261,689 common shares upon the closing of the second and third tranches of the Company's Series C Preferred financing held by Sanofi Foreign Participations B.V. Sanofi Foreign Participations B.V. is a wholly owned subsidiary of Sanofi. Sanofi has the ability to exercise voting and dispositive power over the shares held by Sanofi Foreign Participations B.V. The address for Sanofi Foreign Participations B.V. is Paasheuvelweg 25, 1105BP Amsterdam, the Netherlands.
- (5) Consists of (a) 520,897 common shares as of March 17, 2021 and (b) 1,253,512 common shares upon the closing of the second and third tranches of the Company's Series C Preferred financing, in each case directly held by Redmile Biopharma Investments II, L.P. Redmile Group, LLC is the investment manager to Redmile Biopharma Investments II, L.P. and, in such capacity, exercises shared voting and dispositive power over the securities held by Redmile Biopharma Investments II, L.P. and may be deemed to beneficially own such securities. Jeremy Green serves as the managing member of Redmile Group, LLC and as such shares voting and dispositive power over the securities held by Redmile Biopharma Investments II, L.P. Redmile Group, LLC and Mr. Green each disclaim beneficial ownership of these securities, except to the extent of its or his pecuniary interest in such securities, if any. The address for each of the above person and entities is One Letterman Drive, Building D, Suite D3-300, San Francisco, California 94129.
- (6) Consists of (a) 349,622 common shares as of March 17, 2021 and (b) 840,905 common shares upon the closing of the second and third tranches of the Company's Series C Preferred financing. Consists of 1,190,527 shares of common stock issuable upon conversion of preferred stock held by Ysios BioFund III FCRE, or Ysios. Ysios Capital Partners SGEIC SA, or Ysios Capital, is the management company of Ysios. Investment decisions with respect to the shares held by Ysios are made by an investment committee at Ysios Capital, of which Joël Jean-Mairet, Ph.D., a member of our board of directors and a General Partner at Ysios Capital, is a member. Dr. Jean-Mairet disclaims beneficial ownership of all shares held by Ysios, except to the extent of his pecuniary interest therein. The address for Ysios is c/o Ysios Capital Partners SGEIC SA, Avenida de la Libertad, 25, 4 A-B, 20004, San Sebastián, Spain.
- (7) Consists of (a) 662,337 common shares as of March 17, 2021 and (b) 420,342 common shares upon the closing of the second and third tranches of the Company's Series C Preferred financing. All shares are held directly by MRL Ventures Fund, LLC, which is a subsidiary of Merck Sharp & Dohme Corp. The address for MRL Ventures Fund, LLC is 320 Bent Street, Cambridge, Massachusetts 02141.
- (8) Consists of 106,761 common shares underlying options exercisable within 60 days of March 17, 2021.
- (9) Consists of 91,660 common shares underlying options exercisable within 60 days of March 17, 2021.
- (10) Consists of 32,395 common shares underlying options exercisable within 60 days of March 17, 2021.
- (11) Consists of 77,350 common shares as of March 17, 2021.
- (12) Consists of 6,906 common shares underlying options exercisable within 60 days of March 17, 2021.
- (13) Consists of 54,145 common shares as of March 17, 2021.
- (14) Dr. Lüneborg, a member of our board of directors, is employed as a partner at Novo Holdings A/S. Dr. Lüneborg is not deemed to hold any beneficiary ownership or reportable pecuniary interest in the shares held by Novo Holdings A/S.
- (15) Dr. Magni, a member of our board of directors, is a partner at Versant Ventures. Dr. Magni disclaims any beneficiary ownership or reportable pecuniary interest in the shares held by Versant except to the extent of his pecuniary interest therein.

Related party transactions

The following is a description of related party transactions we have entered into since January 1, 2018 with any members of our board of directors and the holders of more than 5% of our common shares.

Series A Preferred financing

In June 2017, we issued an aggregate of 1,755,845 shares of Series A Preferred at a price per share of €0.61 for an aggregate purchase price of €1.07 million.

The following table sets forth the aggregate number of our shares of Series A Preferred purchased by our board members and 5% shareholders and their affiliates. Each share of Series A Preferred identified in the following table will be converted into one (1) common shares in connection with this offering.

	Shares of Series A Preferred
Participants(1)	
Erik van den Berg	54,145

(1) Additional details regarding these shareholders and their equity holdings is provided in "Principal Shareholders."

Series B Preferred financing

In January 2018, we issued an aggregate of 3,899,766 shares of Series B Preferred at a price per share of €4.11 for an aggregate purchase price of €16.0 million.

The following table sets forth the aggregate number of our shares of Series B Preferred purchased by our board members and 5% shareholders and their affiliates. Each share of Series B Preferred identified in the following table will be converted into one (1) common share in connection with this offering.

	Shares of Series B Preferred
Participants(1)	
Coöperatieve Gilde Healthcare IV U.A.	1,706,120
Versant Venture Capital VI, L.P.	1,706,120
MRL Ventures Fund, LLC	487,526

(1) Additional details regarding these shareholders and their equity holdings is provided in "Principal Shareholders".

Series C Preferred financing

In September 2020, we issued an aggregate of 4,133,805 shares of Series C Preferred at a price per share of €4.62 for an aggregate purchase price of €19.0 million. In March 2021, the remaining milestones required to fund the remaining two tranches of the Series C Preferred financing were waived, and the funding of both tranches prior to the completion of this offering was authorized. The funding of the remaining two tranches of the Series C Preferred financing occurred on March 17, 2021. The funding of the two remaining tranches yielded additional net proceeds of €47.2 million in the aggregate, after repurchasing the 718,250 shares of Series A Preferred and 165,750 common shares from one investor.

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The following table sets forth the aggregate number of our shares of Series C Preferred purchased by our board members and 5% shareholders and their affiliates. Each share of Series C Preferred identified in the following table will be converted into one (1) common share in connection with this offering.

Participants⁽¹⁾	Shares of Series C Preferred
MRL Ventures Fund, LLC	595,153
Coöperatieve Gilde Healthcare IV U.A.	2,381,717
Entities affiliated with Versant Venture Capital VI, L.P.	2,381,717
Novo Holdings A/S	2,977,312
Sanofi Foreign Participations B.V.	1,786,122
Ysios BioFund III FCRE	1,190,527
Entities affiliated with Redmile Group, LLC	1,774,409

(1) Additional details regarding these shareholders and their equity holdings is provided in "Principal Shareholders".

Shareholders' agreement

We and all of our then-existing shareholders entered into a shareholders' agreement on September 15, 2020. While the shareholders' agreement will terminate upon the consummation of this offering, certain provisions of this agreement, including our obligation to enter into a registration rights agreement with certain of our existing shareholders upon the consummation of this offering, will survive upon the consummation of the offering.

Indemnification agreements

Our articles of association, as they will be effective upon the closing of the offering, will require us to indemnify our current and former directors to the fullest extent permitted by law, subject to certain exceptions. Prior to the closing of this offering, we will enter into indemnification agreements with all of our directors.

Related person transaction policy

Upon to the consummation of this offering, we will adopt a related person transaction policy. Under this policy, related person transactions (as defined by the policy) must be reviewed by, and will be subject to the approval or ratification of, our board of directors or a designated committee thereof consisting solely of independent directors, including the audit committee.

Directed share program

At our request, the underwriters have reserved for sale at the initial public offering price up to 335,000 of our common shares, or 5.0% of our common shares being offered for sale hereby, through a directed share program to certain individuals associated with us. Jefferies LLC will administer our directed share program.

Description of share capital and articles of association

General

We were incorporated under the laws of the Netherlands on February 15, 2016, as a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), and prior to the consummation of this offering, we intend to convert into a Dutch public company with limited liability (*naamloze vennootschap*). See "Corporate Reorganization". Our principal executive offices are located at Yalelaan 60, 3584 CM Utrecht, the Netherlands. Our telephone number at this address is +31 6 3000 3035.

The following is a summary of material information concerning our share capital and our articles of association as they will read upon the closing of this offering. The summaries of our articles of association as set forth herein are qualified in their entirety by reference to the full text of our articles of association. This summary does not constitute legal advice regarding those matters and should not be regarded as such.

Share capital

As of the date of this prospectus, we have an issued share capital in the amount of €2,209,699.44, divided into 18,414,162 common shares, each with a nominal value of €0.12.

Under Dutch law, our authorized share capital is the maximum capital that we may issue without amending our articles of association. An amendment of our articles of association would require a resolution of the general meeting upon proposal by our board of directors. Upon the closing of this offering, our authorized share capital will amount to €10,800,000, divided into 45,000,000 common shares and 45,000,000 preferred shares, each with a nominal value of €0.12.

We intend to apply to list our common shares on Nasdaq under the symbol "LVTX."

Initial settlement of our common shares issued in this offering will take place on the closing date of this offering through The Depository Trust Company, or DTC, in accordance with its customary settlement procedures for equity securities. Each person owning common 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 common shares.

Upon the closing of this offering, our articles of association will provide that, for as long as any of our common shares are admitted to trading on Nasdaq, the New York Stock Exchange or on any other regulated stock exchange operating in the United States, the laws of the State of New York shall apply to the property law aspects of our common shares reflected in the register administered by our transfer agent, subject to certain overriding exceptions under Dutch law.

Common shares

The following summarizes the main rights of holders of our common shares:

- each holder of common shares is entitled to one vote per share on all matters to be voted on by shareholders generally, including the appointment of directors;
- there are no cumulative voting rights;
- the holders of our common shares are entitled to dividends and other distributions as may be declared from time to time by us out of funds legally available for that purpose, if any, following payment of the preferred dividend if any preferred shares are or have been outstanding (to the extent holders or former holders of preferred shares are entitled to such distribution under our articles of association);

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- upon our liquidation and dissolution, the holders of common shares will be entitled to share ratably in the distribution of all of our assets remaining available for distribution after satisfaction of all our liabilities, following payment of the preferred dividend if any preferred shares are or have been outstanding (to the extent holders or former holders of preferred shares are entitled to such distribution under our articles of association); and
- the holders of our common shares have pre-emption rights in case of share issuances or the grant of rights to subscribe for shares, except if such rights are limited or excluded by the corporate body authorized to do so and except in such cases as provided by Dutch law and our articles of association.

Shareholders' register

Pursuant to Dutch law and our articles of association, we must keep our shareholders' register accurate and current. The board of directors keeps our shareholders' register and records names and addresses of all holders of registered 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 register also includes the names and addresses of those with a usufruct (*vruchtgebruik*) on registered shares belonging to another or a pledge (*pandrecht*) in respect of such shares. The common shares offered in this offering will be held through DTC. Therefore, DTC or its nominee will be recorded in the shareholders' register as the holder of those common shares. Our common shares and preferred shares, if any, shall be in registered form (op naam). We may issue share certificates (*aandeelbewijzen*) for registered shares in such form as may be approved by our board of directors.

Corporate objectives

Pursuant to the articles of association as they will read upon the closing of this offering, our main corporate objectives are:

- to, either individually or jointly or with other entities, engage in cellular therapy, immunotherapy and other oncological therapies and the fight against cancer (cells), as well as the development of products, intellectual property, the acquiring thereof and to register patentable findings and the performing of medical, commercial and industrial activities in the widest sense of the word;;
- to incorporate, to cooperate with, to participate in, to hold any other interest in, to take over and to manage or supervise companies and other legal entities, partnerships and businesses;
- to finance companies and other legal entities, partnerships and businesses also by providing securities or guarantees, by warranting performance in any other way and by assuming liability, whether jointly and severally or otherwise, in respect of obligations;
- to acquire, manage and alienate registered property and items of property in general, securities and other valuable papers, to borrow and to lend funds and to grant guarantees on behalf of third parties;
- to make periodic payments, to administer pension schemes and to arrange for annuity contracts; and
- to do anything which, in the widest sense, is connected with or may be conducive to the objectives described above.

Limitations on the rights to own securities

Our common shares may be issued to individuals, corporations, trusts, estates of deceased individuals, partnerships and unincorporated associations of persons. Our articles of association contain no limitation on the rights to own our shares and no limitation on the rights of non-residents of the Netherlands or foreign shareholders to hold or exercise voting rights. Following the closing of this offering, it is our intention that our preferred shares shall only be issued to the protective foundation, if and when incorporated.

Limitation on liability and indemnification matters

Under Dutch law, our directors 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 our company and to third parties for infringement of our articles of association or of certain provisions of Dutch law. In certain circumstances, they may also incur additional specific civil and criminal liabilities. Subject to certain exceptions, our articles of association provide for indemnification of our current and former directors and other current and former officers and employees as designated by our board of directors. No indemnification under our articles of association shall be given to an indemnified person:

- if a competent court or arbitral tribunal has established, without having (or no longer having) the possibility for appeal, that the acts or omissions of such indemnified person that led to the financial losses, damages, expenses, suit, claim, action or legal proceedings as described above are of an unlawful nature (including acts or omissions which are considered to constitute malice, gross negligence, intentional recklessness and/or serious culpability attributable to such indemnified person);
- to the extent that his or her financial losses, damages and expenses are covered under insurance and the relevant insurer has settled, or has provided reimbursement for, these financial losses, damages and expenses (or has irrevocably undertaken to do so);
- in relation to proceedings brought by such indemnified person against our company, except for proceedings brought to enforce indemnification to which he is entitled pursuant to our articles of association, pursuant to an agreement between such indemnified person and our company which has been approved by our board of directors or pursuant to insurance taken out by our company for the benefit of such indemnified person; and
- for any financial losses, damages or expenses incurred in connection with a settlement of any proceedings effected without our prior consent.

Under our articles of association, our board of directors may stipulate additional terms, conditions and restrictions in relation to the indemnification described above.

Shareholders' meetings

General meetings may be held in Amsterdam, Arnhem, Assen, The Hague, Haarlem, 's-Hertogenbosch, Groningen, Leeuwarden, Lelystad, Maastricht, Middelburg, Rotterdam, Schiphol (*Haarlemmermeer*), Utrecht or Zwolle, all in the Netherlands. The annual general meeting must be held within six months of the end of each financial year. Additional extraordinary general meetings may also be held, whenever considered appropriate by our board of directors and shall be held within three months after our board of directors has considered it to be likely that our shareholders' equity (*eigen vermogen*) has decreased to an amount equal to or lower than half of our paid-in and called up share capital, in order to discuss the measures to be taken if so required.

Pursuant to Dutch law, one or more shareholders or others with meeting rights under Dutch law who jointly represent at least one-tenth of our issued share capital may request us to convene a general meeting, setting out in detail the matters to be discussed. If we have not taken the steps necessary to ensure that such meeting can be held within six weeks after the request, the proponent(s) may, on their application, be authorized by the competent Dutch court in preliminary relief proceedings to convene a general meeting. The court shall disallow the application if it does not appear that the proponent(s) has/have previously requested our board of directors to convene a general meeting and our board of directors has not taken the necessary steps so that the general meeting could be held within six weeks after the request.

General meetings must be convened by an announcement published in a Dutch daily newspaper with national distribution. The notice must state the agenda, the time and place of the meeting, the record date (if any), the

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procedure for participating in the general meeting by proxy, as well as other information as required by Dutch law. The notice must be given at least 15 calendar days prior to the day of the meeting. The agenda for the annual general meeting shall include, among other things, the adoption of our statutory annual accounts, appropriation of our profits and proposals relating to the composition of the board of directors, including the filling of any vacancies. In addition, the agenda shall include such items as have been included therein by our board of directors. The agenda shall also include such items requested by one or more shareholders or others with meeting rights under Dutch law representing at least 3% of our issued share capital. These requests must be made in writing or by electronic means and received by us at least 60 days before the day of the meeting. No resolutions shall be adopted on items other than those that have been included in the agenda.

In accordance with the DCGC and our articles of association, shareholders having the right to put an item on the agenda under the rules described above shall exercise such right only after consulting the board of directors in that respect. If one or more shareholders intend to request that an item be put on the agenda that may result in a change in our strategy (for example, the dismissal of directors), our board of directors must be given the opportunity to invoke a reasonable period to respond to such intention. Such period shall not exceed 180 days (or such other period as may be stipulated for such purpose by Dutch law and/or the DCGC from time to time). If invoked, our board of directors must use such response period for further deliberation and constructive consultation, in any event with the shareholder(s) concerned, and shall explore the alternatives. At the end of the response time, our board of directors shall report on this consultation and the exploration of alternatives to the general meeting. The response period may be invoked only once for any given general meeting and shall not apply: (a) in respect of a matter for which a response period has been previously invoked; or (b) if a shareholder holds at least 75% of our issued share capital as a consequence of a successful public bid. The response period may also be invoked in response to shareholders or others with meeting rights under Dutch law requesting that a general meeting be convened, as described above.

In addition, as at the date of this prospectus, a bill is pending in the Dutch Senate which, if enacted in its current form (which is expected to occur shortly following the date of this prospectus), would introduce a statutory cooling-off period of up to 250 days during which our general meeting would not be able to dismiss, suspend or appoint members of our board of directors (or amend the provisions in our articles of association dealing with such matters) unless those matters would be proposed by our board of directors. This cooling-off period could be invoked by our board of directors, in case:

- shareholders, using either their shareholder proposal right or their right to request a general meeting, as described above, propose an agenda item for the general meeting to dismiss, suspend or appoint a member of our board of directors (or to amend any provision in the articles of association dealing with such matters); or
- a public offer for our company is made or announced without our support, provided, in each case, that our board of directors believes that such proposal or offer materially conflicts with the interests of our company and its business.

In addition to the termination grounds provided by these rules, shareholders representing at least 3% of our issued share capital may request the Enterprise Chamber of the Amsterdam Court of Appeal, or the Enterprise Chamber (Ondernemingskamer), for early termination of the cooling-off period. The Enterprise Chamber must rule in favor of the request if the shareholders can demonstrate that:

- our board of directors, in light of the circumstances at hand when the cooling-off period was invoked, could not reasonably have come to the conclusion that the relevant shareholder proposal or hostile public offer constituted a material conflict with the interests of our company and its business;

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- our board of directors cannot reasonably believe that a continuation of the cooling-off period would contribute to careful policy-making; or
- if other defensive measures have been activated for our company during the cooling-off period and not terminated or suspended at the relevant shareholders' request within a reasonable period following the request (i.e., no 'stacking' of defensive measures).

During the cooling-off period, if invoked, our board of directors must gather all relevant information necessary for a careful decision-making process. In this context, our board of directors must at least consult with shareholders representing at least 3% of our issued share capital at the time the cooling-off period was invoked and with the Dutch works council (if we have one). Formal statements expressed by these stakeholders during such consultations must be published on the Company's website to the extent these stakeholders have approved that publication. Ultimately one week following the last day of the cooling-off period, our board of directors must publish a report in respect of its policy and conduct of affairs during the cooling-off period on our website. This report must remain available for inspection by shareholders and others with meeting rights under Dutch law at our office and must be tabled for discussion at the next general meeting

The general meeting is presided over by the chairperson of our board of directors. If no chairperson has been elected or if he or she is not present at the meeting, the general meeting shall be presided over by the vice-chairperson of our board of directors. If no vice-chairperson has been elected or if he or she is not present at the meeting, the general meeting shall be presided over by a person designated in accordance with our articles of association. Directors may always attend a general meeting. In these meetings, they have an advisory vote. The chairperson of the meeting may decide at his or her discretion to admit other persons to the meeting.

All shareholders and others with meeting rights under Dutch law are authorized to attend the general meeting, to address the meeting and, in so far as they have such right, to vote pro rata to his or her shareholding. Shareholders may exercise these rights, if they are the holders of shares on the record date, if any, as required by Dutch law, which is currently the 28th day before the day of the general meeting. Under our articles of association, shareholders and others with meeting rights under Dutch law must notify us in writing or by electronic means of their identity and intention to attend the general meeting. This notice must be received by us ultimately on the seventh day prior to the general meeting, unless indicated otherwise when such meeting is convened.

Each common and each preferred share, if any are outstanding, share confers the right on the holder to cast one vote at the general meeting. Shareholders may vote by proxy. No votes may be cast at a general meeting on shares held by us or our subsidiaries or on shares for which we or our subsidiaries hold depository receipts. Nonetheless, the holders of a usufruct (*vruchtgebruik*) and the holders of a right of pledge (*pandrecht*) in respect of shares held by us or our subsidiaries in our share capital are not excluded from the right to vote on such shares, if the usufruct (*vruchtgebruik*) or the right of pledge (*pandrecht*) was granted prior to the time such shares were acquired by us or any of our subsidiaries. Neither we nor any of our subsidiaries may cast votes in respect of a share on which we or such subsidiary holds a usufruct (*vruchtgebruik*) or a right of pledge (*pandrecht*). 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 provided or that is represented at a general meeting.

Decisions of the general meeting are taken by a simple majority of votes cast, except where Dutch law or our articles of association provide for a qualified majority or unanimity and/or a quorum.

Directors

Appointment of directors

Our directors will be appointed by the general meeting upon binding nomination by our board of directors. However, the general meeting may at all times overrule a 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. If the general meeting overrules a binding nomination, the board of directors has the exclusive right to make a new nomination.

Prior to the closing of this offering, our board of directors shall adopt a diversity policy for the composition of our board of directors, as well as a profile for the composition of our board of directors. The board of directors shall make any nomination for the appointment of a director with due regard to the rules and principles set forth in such diversity policy and profile, as applicable.

At a general meeting, a resolution to appoint a director can only be passed in respect of candidates whose names are stated for that purpose in the agenda of that general meeting or in the explanatory notes thereto.

Duties and liabilities of directors

Under Dutch law, the board of directors is charged with the management of the company, subject to the restrictions contained in our articles of association. Our executive directors manage our day-to-day business and operations and implement our strategy. Our non-executive directors focus on the supervision on the policy and functioning of the performance of the duties of all of our directors and our general state of affairs. The directors may divide their tasks among themselves in or pursuant to internal rules and in accordance with Dutch law. Each director has a statutory duty to act in the corporate interest of our company and its business. 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 break-up of our company, provided that the circumstances generally dictate how such duty is to be applied and how the respective interests of various groups of stakeholders should be weighed.

Our board of directors is entitled to represent our company. The power to represent our company also vests in our Chief Executive Officer acting individually or any two other executive directors acting jointly.

Dividends and other distributions

Under Dutch law, we may only pay dividends and other distributions from our reserves to the extent our shareholders' equity (eigen vermogen) exceeds the sum of our paid-in and called-up share capital plus the reserves we must maintain under Dutch law or our articles of association and (if it concerns a distribution of profits) after adoption of our statutory annual accounts by our general meeting from which it appears that such dividend distribution is allowed.

Under our articles of association as they will read upon the closing of this offering, if any preferred shares are or have been outstanding, a dividend is first paid out of our profits, if available for distribution, to the holders or former holders, as applicable, of those preferred shares to the extent they are entitled to such distribution under our articles of association, which we refer to as our preferred dividend. Thereafter, our board of directors, may decide that all or part of the remaining profits shown in our adopted statutory annual accounts will be added to our reserves. After reservation of any such profits, any remaining profits will be at the disposal of the general meeting at the proposal of our board of directors for distribution on our common shares, subject

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to applicable restrictions of Dutch law as set out in the previous paragraph. Our board of directors, is permitted, subject to certain requirements and applicable restrictions of Dutch law, to declare interim dividends without the approval of our general meeting. Dividends and other distributions shall be made payable no later than a date determined by us. 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*).

Exchange controls

Under Dutch law, there are no exchange controls applicable to the transfer to persons outside of the Netherlands of dividends or other distributions with respect to, or of the proceeds from the sale of, shares of a Dutch company, subject to applicable restrictions under sanctions and measures, including those concerning export control, pursuant to European Union regulations, the Sanctions Act 1977 (*Sanctiewet 1977*) or other legislation, applicable anti-boycott regulations, applicable anti-money-laundering regulations and similar rules. There are no special restrictions in our articles of association or Dutch law that limit the right of shareholders who are not citizens or residents of the Netherlands to hold or vote shares.

Squeeze out procedures

A shareholder who holds at least 95% of our issued share capital for his or her own account, alone or together with group companies, may initiate proceedings against our other shareholders jointly for the transfer of their shares to such shareholder. The proceedings are held before the Enterprise Chamber of the Amsterdam Court of Appeal, or the Enterprise Chamber (*Ondernemingskamer*), and can be instituted by means of a writ of summons served upon each of the other 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 the other 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 other shareholders. Once the order to transfer becomes final before the Enterprise Chamber, the person acquiring the shares shall give written notice of the date and place of payment and the price to the holders of the shares to be acquired whose addresses are known to him. Unless the addresses of all of them are known to the acquiring person, such person is required to publish the same in a Dutch daily newspaper with a national circulation.

Dissolution and liquidation

Under our articles of association, we may be dissolved by a resolution of the general meeting, subject to a proposal of our board of directors. In the event of a dissolution, the liquidation shall be effected by our board of directors, unless the general meeting decides otherwise. During liquidation, the provisions of our articles of association will remain in force as far as possible. To the extent that any assets remain after payment of all of our liabilities, if any preferred shares are or have been outstanding, a liquidation distribution equal to the preferred dividend is first paid out to the holders or former holders of those preferred shares (to the extent they are entitled to such distribution under our articles of association). Thereafter, any remaining assets shall be distributed to our shareholders in proportion to their number of shares.

Dutch corporate governance codes

Upon the closing of this offering, we will be subject to the Dutch Corporate Governance Code, or the DCGC. The DCGC contains principles and best practice provisions on corporate governance that regulate relations between

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the board of directors and the general meeting and matters in respect of financial reporting, auditors, disclosure, compliance and enforcement standards. The DCGC is based on a “comply or explain” principle. Accordingly, companies must disclose in their statutory annual reports whether they comply with the provisions of the DCGC. If a company subject to the DCGC does not comply with those provisions, that company would be required to give the reasons for such non-compliance. We do not comply with all best practice provisions of the DCGC. As of the date of this prospectus, our main deviations from the DCGC are summarized below, but we cannot exclude the possibility of deviating from additional provisions of the DCGC after the date hereof, including in order to follow market practice or governance practices in the United States.

Under our articles of association, directors are to be appointed on the basis of a binding nomination prepared by our board of directors. This means that the nominee will be appointed unless the general meeting removes the binding nature of the nomination (in which case a new nomination will be prepared by the board of directors for a subsequent general meeting). Our articles of association provide that the general meeting can only pass such resolution by a two-thirds majority representing more than half of the issued share capital. However, the DCGC recommends that the general meeting can pass such a resolution by simple majority, representing no more than one-third of the issued share capital.

Under our articles of association, directors can only be dismissed by the general meeting by simple majority, provided that our board of directors proposes the dismissal. In other cases, the general meeting can only pass such resolution by a two-thirds majority representing more than half of the issued share capital. The DCGC recommends that the general meeting can pass a resolution to dismiss a director by a simple majority, representing no more than one-third of the issued share capital.

The DCGC recommends against providing equity awards as part of the compensation of a non-executive director. However, we may deviate from this recommendation and grant equity awards to our non-executive directors, consistent with U.S. market practice.

The Plan allows us to set the terms and conditions of equity awards granted thereunder. Under the Plan, we may grant shares that are not subject to a lock-up period of at least five years after the date of grant, and we may grant options without restricting the exercisability of those options during the first three years after the date of grant. In those cases, this would cause additional deviations from the DCGC.

The DCGC recommends our board to appoint a vice chairman. We believe that our board will function properly, as it currently does, without a vice chairman and therefore do not see the need for appointing one of our non-executive directors to that position.

Dutch financial reporting supervision act

On the basis of the Dutch Financial Reporting Supervision Act (*Wet toezicht financiële verslaggeving*), or the FRSA, the Dutch Authority for the Financial Markets (*Stichting Autoriteit Financiële Markten*), or AFM, supervises the application of financial reporting standards by Dutch companies whose securities are listed on a Dutch or foreign stock exchange.

Pursuant to the FRSA, the AFM has an independent right to (i) request an explanation from us regarding our application of the applicable financial reporting standards if, based on publicly known facts or circumstances, it has reason to doubt that our financial reporting meets such standards and (ii) recommend to us the making available of further explanations. If we do not comply with such a request or recommendation, the AFM may request that the Enterprise Chamber (*Ondernemingskamer*) order us to (i) make available further explanations as recommended by the AFM, (ii) provide an explanation of the way we have applied the applicable financial reporting standards to our financial reports or (iii) prepare or restate our financial reports in accordance with the Enterprise Chamber’s orders.

Public offer rules

Dutch public offer rules will not apply to us, as these rules only apply to Dutch companies listed on a regulated market in a member state of the European Economic Area.

Comparison of Dutch corporate law and our articles of association and U.S. corporate law

The following comparison between Dutch corporate law, which applies to us, and Delaware corporation law, the law under which many publicly listed corporations in the United States are incorporated, discusses additional matters not otherwise described in this prospectus. Although we believe this summary is materially accurate, the summary is subject to Dutch law, including Book 2 of the Dutch Civil Code and the DCGC and Delaware corporation law, including the Delaware General Corporation Law.

Corporate governance

Duties of directors

The Netherlands. Prior to the consummation of this offering, we will continue to have a two-tier board structure consisting of a management board (*bestuur*) and a separate supervisory board (*raad van commissarissen*). As part of our reorganization and immediately prior to the offering, we will adopt a one-tier board structure consisting of a board of directors consisting of executive and non-executive directors.

Under Dutch law, the board of directors is charged with the management of the company, subject to the restrictions contained in our articles of association. Our executive directors manage our day-to-day business and operations and implement our strategy. Our non-executive directors focus on the supervision on the policy and functioning of the performance of the duties of all of our directors and our general state of affairs. The directors may divide their tasks among themselves in or pursuant to internal rules and in accordance with Dutch law. Each director has a statutory duty to act in the corporate interest of our company and its business. 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 break-up of our company, provided that the circumstances generally dictate how such duty is to be applied and how the respective interests of various groups of stakeholders should be weighed.

Any resolution of our board of directors regarding a material change in our identity or character requires approval of the general meeting. The absence of the approval of the general meeting shall result in the relevant resolution being null and void but shall not affect the powers of representation of the board or of the directors vis-à-vis third parties.

Our board of directors is entitled to represent our company. The power to represent our company also vests in our Chief Executive Officer acting individually or any two other directors acting jointly.

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

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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.

Director terms

The Netherlands. The DCGC provides the following best practice recommendations on the terms for tenure of directors:

- executive directors should be appointed for a maximum period of four years, without limiting the number of consecutive terms executive directors may serve; and
- non-executive directors should be appointed for two consecutive periods of no more than four years. Thereafter, non-executive directors may be reappointed for a maximum of two consecutive periods of no more than two years, provided that the reasons for any reappointment after an eight-year term of office should be disclosed in our statutory annual management report.

The general meeting shall at all times be entitled to suspend or dismiss a director. Under our articles of association as they will read upon the closing of this offering, the general meeting may only adopt a resolution to suspend or dismiss a director by at least a two-thirds majority of the votes cast, provided that such majority represents more than half of our issued share capital, unless the resolution is passed at the proposal of our board of directors, in which latter case a simple majority of the votes cast is sufficient. If a director is suspended and the general meeting does not resolve to dismiss him or her within three months from the date of such suspension, the suspension shall lapse.

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 the certificate of incorporation, an initial bylaw or a bylaw adopted by the stockholders. A director elected to serve a term on a "classified" board may not be removed by stockholders without cause. There is no limit in the number of terms a director may serve.

Director vacancies

The Netherlands. Our board of directors can temporarily fill vacancies in its midst caused by temporary absence or incapacity of directors without requiring a shareholder vote. If all of our directors are absent or incapacitated, our management shall be attributed to the person who most recently ceased to hold office as the chairperson of our board of directors, provided that if such former chairperson is unwilling or unable to accept that position, our management shall be attributed to the person who most recently ceased to hold office as our Chief Executive Officer. If such former Chief Executive Officer is also unwilling or unable to accept that position, our management shall be attributed to one or more persons whom the general meeting. The person(s) charged with our management in this manner may designate one or more persons to be charged with our management instead of, or together with, such person(s).

Under Dutch law, directors are appointed and re-appointed by the general meeting. Under our articles of association as they will read upon the closing of this offering, our directors will be appointed by the general meeting upon binding nomination by our board of directors. However, the general meeting may at all times overrule a 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. If the general meeting overrules a binding nomination, the board of directors has the exclusive right to 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 (i) otherwise

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provided in the certificate of incorporation or bylaws of the corporation or (ii) the certificate of incorporation directs that a particular class of shares 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. Under Dutch law and our articles of association, our directors shall not take part in any discussion or decision-making that involves a subject or transaction in relation to which he or she has a direct or indirect personal conflict of interest with us. Such a conflict of interest would generally arise if the director concerned is unable to serve our interests and the business connected with our company with the required level of integrity and objectivity due to the existence of the conflicting personal interest. Our articles of association provide that if as a result of conflicts of interests no resolution of the board of directors can be adopted, the resolution may nonetheless be adopted by the board of directors as if none of the directors had a conflict of interest. In that latter case, each director is entitled to participate in the discussion and decision-making process and to cast a vote.

The DCGC provides the following best practice recommendations in relation to conflicts of interests in respect of directors:

- A director should report any conflict of interest or potential conflict of interest in a transaction that is of material significance to the company and/or to such person to the chairperson of the board of directors without delay and should provide all relevant information in that regard, including the relevant information pertaining to his or her spouse, registered partner or other life companion, foster child and relatives by blood or marriage up to the second degree. If the chairperson of the board of directors has a conflict of interest or potential conflict of interest, he or she should report this to the vice-chairperson of the board of directors without delay.
- The board of directors should decide, outside the presence of the director concerned, whether there is a conflict of interest.
- All transactions in which there are conflicts of interest with directors should be agreed on terms that are customary in the market.
- Decisions to enter into transactions in which there are conflicts of interest with directors that are of material significance to the company and/or to the relevant directors should require the approval of the board of directors. Such transactions should be published in our statutory annual report, together with a description of the conflict of interest and a declaration that the relevant best practice provisions of the DCGC have been complied with.

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 directors

The Netherlands. An absent director may issue a proxy for a specific meeting of the board of directors but only to another director in writing or by electronic means.

Delaware. A director of a Delaware corporation may not issue a proxy representing the director's voting rights as a director.

Dutch corporate governance code

Upon the consummation of this offering, we will be subject to the Dutch Corporate Governance Code, or the DCGC. The DCGC contains both principles and best practice provisions on corporate governance that regulate relations between the board of directors and the general meeting and matters in respect of financial reporting, auditors, disclosure, compliance and enforcement standards. The DCGC is based on a "comply or explain" principle. A copy of the DCGC can be found on www.mccg.nl/english. Accordingly, we are required to disclose in our annual board report, filed in the Netherlands, to what extent we comply with the principles and best practice provisions of the DCGC, and where we do not (for example, because of a conflicting Nasdaq requirement or otherwise), we must state why and to what extent we deviate in our annual board report.

We do not comply with all principles and best practice provisions of the DCGC. As of the date of this prospectus, our main deviations from the DCGC are summarized below, but cannot exclude the possibility of deviating from additional provisions of the DCGC after the date hereof, including in order to follow market practice or governance practices in the United States.

Under our articles of association as they will read following our corporate reorganization, our directors will be appointed by the general meeting on the basis of a binding nomination prepared by our board of directors. This means that the nominee will be appointed to board of directors, unless the general meeting removes the binding nature of the nomination (in which case a new nomination will be prepared by our board of directors for a subsequent general meeting). Our articles of association as they will read following our corporate reorganization, will provide that the general meeting can only pass such resolution by a two-thirds majority representing more than half of the issued share capital. However, the DCGC recommends that the general meeting can pass such a resolution by simple majority, representing no more than one-third of the issued share capital.

Under our articles of association as they will read following our corporate reorganization, directors can only be dismissed by the general meeting by simple majority, provided that our board of directors proposes the dismissal. In other cases, the general meeting can only pass such resolution by a two-thirds majority representing more than half of the issued share capital. However, the DCGC recommends that the general meeting can pass such a resolution to dismiss a director by simple majority, representing no more than one-third of the issued share capital.

The DCGC recommends against providing equity awards as part of the compensation of a non-executive director. However, we may deviate from this recommendation and grant equity awards to our non-executive directors, consistent with U.S. market practice.

Our Plan allows us to set the terms and conditions of awards granted thereunder. Under the Plan, we may grant common shares that are not subject to a lock-up period of at least five years after the date of grant, and we may grant options without restricting the exercisability of those options during the first three years after the date of grant. In those cases, this would cause a deviation from the DCGC.

Shareholder rights

Voting rights

The Netherlands. In accordance with Dutch law and our articles of association, each issued common share and preferred share, if any are outstanding, confers the right to cast one vote at the general meeting. No votes may be cast at a general meeting on shares held by us or our subsidiaries or on shares for which we or our subsidiaries hold depository receipts. Nonetheless, the holders of a usufruct (*vruchtgebruik*) and the holders of a right of pledge (*pandrecht*) in respect of shares held by us or our subsidiaries in our share capital are not excluded from the right to vote on such shares, if the usufruct (*vruchtgebruik*) or the right of pledge (*pandrecht*) was granted prior to the time such shares were acquired by us or any of our subsidiaries. Neither we nor any of our subsidiaries may cast votes in respect of a share on which we or such subsidiary holds a usufruct (*vruchtgebruik*) or a right of pledge (*pandrecht*). 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 provided or that is represented at a general meeting.

For each general meeting, the board of directors may determine that a record date will be applied in order to establish which shareholders are entitled to attend and vote at the general meeting. Such record date shall be the 28th day prior to the day of the general meeting. The record date and the manner in which shareholders can register and exercise their rights will be set out in the notice of the meeting which must be published in a Dutch daily newspaper with national distribution at least 15 calendar days prior to the meeting (and such notice may therefore be published after the record date for such meeting). Under our articles of association, shareholders and others with meeting rights under Dutch law must notify us in writing or by electronic means of their identity and intention to attend the general meeting. This notice must be received by us ultimately on the seventh day prior to the general meeting, unless indicated otherwise when such meeting is convened.

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 10 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 Dutch law, one or more shareholders or others with meeting rights under Dutch law who jointly represent at least one-tenth of our issued share capital may request us to convene a general meeting, setting out in detail the matters to be discussed. If we have not taken the steps necessary to ensure that such meeting can be held within six weeks after the request, the proponent(s) may, on their application, be authorized by the competent Dutch court in preliminary relief proceedings to convene a general meeting. The court shall disallow the application if it does not appear that the proponent(s) has/have previously requested

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our board of directors to convene a general meeting and our board of directors has not taken the necessary steps so that the general meeting could be held within six weeks after the request.

Pursuant to Dutch law, and subject to the applicable requirements, the agenda for our general meetings shall also include such items requested by one or more shareholders or others with meeting rights under Dutch law representing at least 3% of our issued share capital. These requests must be made in writing or by electronic means and received by us at least 60 days before the day of the meeting. No resolutions shall be adopted on items other than those that have been included in the agenda.

In accordance with the DCGC and our articles of association, shareholders having the right to put an item on the agenda under the rules described above shall exercise such right only after consulting board of directors in that respect. If one or more shareholders intend to request that an item be put on the agenda that may result in a change in our strategy (for example, the dismissal of directors), our board of directors must be given the opportunity to invoke a reasonable period to respond to such intention. Such period shall not exceed 180 days (or such other period as may be stipulated for such purpose by Dutch law and/or the DCGC from time to time). If invoked, our board of directors must use such response period for further deliberation and constructive consultation, in any event with the shareholders(s) concerned, and shall explore the alternatives. At the end of the response time, our board of directors shall report on this consultation and the exploration of alternatives to the general meeting. The response period may be invoked only once for any given general meeting and shall not apply: (a) in respect of a matter for which a response period has been previously invoked; or (b) if a shareholder holds at least 75% of our issued share capital as a consequence of a successful public bid. The response period may also be invoked in response to shareholders or others with meeting rights under Dutch law requesting that a general meeting be convened, as described above.

In addition, as noted above, as at the date of this prospectus, a bill is pending in the Dutch Senate which, if enacted in its current form (which is expected to occur shortly following the date of this prospectus), would introduce a statutory cooling-off period of up to 250 days during which our general meeting would not be able to dismiss, suspend or appoint members of our board of directors (or amend the provisions in our articles of association dealing with such matters) unless those matters would be proposed by our board of directors. This cooling-off period could be invoked by our board of directors, in case:

- shareholders, using either their shareholder proposal right or their right to request a general meeting, as described above, propose an agenda item for the general meeting to dismiss, suspend or appoint a member of our board of directors (or to amend any provision in the articles of association dealing with such matters); or
- a public offer for our company is made or announced without our support, provided, in each case, that our board of directors believes that such proposal or offer materially conflicts with the interests of our company and its business.

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, and has owned such securities for at least one year, 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) the articles of association allow such action by written consent, (ii) the company has not issued bearer shares or, with its cooperation, depository receipts for shares in its

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capital, and (iii) the resolution is adopted unanimously by all shareholders that are entitled to vote. Although our articles of association allow for shareholders' resolutions to be adopted in writing, the requirement of unanimity renders the adoption of shareholder resolutions without holding a meeting not feasible for us as a publicly traded company.

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. Subject to certain exceptions, Dutch law does not recognize the concept of appraisal or dissenters' rights. However, Dutch law does provide for squeeze-out procedures as described under "Dividends and Other Distributions - Squeeze-Out Procedures." Also, Dutch law provides for cash exit rights in certain situations for dissenting shareholders of a company organized under Dutch law entering into certain types of mergers. In those situations, a dissenting shareholder may file a claim with the Dutch company for compensation. Such compensation shall then be determined by one or more independent experts. The shares of such shareholder that are subject to such claim will cease to exist as of the moment of entry into effect of the merger.

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 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. Dutch law provides for the possibility to initiate such actions collectively, in which a foundation or an association can act as a class representative and has standing to commence proceedings and claim damages if certain criteria are met. The court will first determine if those criteria are met. If so, the case will go forward as a class action on the merits after a period allowing class members to opt out from the case has lapsed. All members of the class who are residents of the Netherlands and who did not opt-out will be bound to the outcome of the case. Residents of other countries must actively opt in in order to be able to benefit from the class action. The defendant is not required to file defenses on the merits prior to the merits phase having commenced. It is possible for the parties to reach a settlement during the merits phase. Such a settlement can be approved by the court, which approval will then bind the members of the class, subject to a second opt-out. This new regime applies to claims brought after January 1, 2020 and which relate to certain events that occurred prior to that date. For other matters, the old Dutch class actions regime will apply. Under the old regime, no monetary damages can be sought. Also, a judgment rendered under the old regime will not bind individual class members. Even though Dutch law does not provide for derivative suits, our directors and officers can still be subject to liability under U.S. securities laws.

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,

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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, when issuing shares, a public company such as ours may not subscribe for newly issued shares in its own capital. Such company may, however, subject to certain restrictions of Dutch law and its articles of association, acquire shares in its own capital. A listed public company such as ours may acquire fully paid shares in its own capital at any time for no valuable consideration. Furthermore, subject to certain provisions of Dutch law and its articles of association, such company may repurchase fully paid shares in its own capital if (i) the company's shareholders' equity (*eigen vermogen*) less the payment required to make the acquisition does not fall below the sum of paid-in and called-up share capital plus any reserves required by Dutch law or its articles of association and (ii) the aggregate nominal value of shares of the company which the company acquires, holds or on which the company holds a pledge (*pandrecht*) or which are held by a subsidiary of the company, would not exceed 50% of its then-current issued share capital.

An acquisition by us of shares in our capital for a consideration must be authorized by our general meeting. Such authorization may be granted for a maximum period of 18 months and must specify the number of shares that may be acquired, the manner in which shares may be acquired and the price limits within which shares may be acquired. The actual acquisition may only be effected pursuant to a resolution of our board of directors. Our board of directors will be authorized for a period of 18 months following the completion of our corporate reorganization to cause the repurchase of shares (or depository receipts for shares) by us of up to 10% of our issued share capital, for a price per share not exceeding 110% of the average market price of our common shares on Nasdaq (such average market price being the average of the closing prices on each of the five consecutive trading days preceding the date the acquisition is agreed upon by us), provided that, until our common shares are listed on a stock exchange, the maximum purchase price shall be 110% of the original issue price of the shares concerned.

No authorization of the general meeting is required if fully paid common shares are acquired by us with the intention of transferring such common shares to our employees under an applicable employee share 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 law and Dutch case law.

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

- the authorization of a class of preferred shares that may be issued to a protective foundation, in such a manner as to dilute the interest of any potential acquirer or shareholder activist, see “Risk factors—Provisions of our articles of association or Dutch corporate law might deter acquisition bids for us that might be considered favorable and prevent, delay or frustrate any attempt to replace or dismiss the members of our board of directors”;
- a provision that our directors are appointed on the basis of a binding nomination prepared by our board of directors which can only be overruled by a two-thirds majority of votes cast representing more than half of our issued share capital;
- a provision that our directors may only be dismissed by the general meeting by a two-thirds majority of votes cast representing more than half of our issued share capital, unless the dismissal is proposed by our board of directors in which latter case a simple majority of the votes cast would be sufficient;
- a provision allowing, among other matters, the former chairperson of our board of directors or our former Chief Executive Officer to manage our affairs if all of our directors are dismissed and to appoint others to be charged with our affairs, including the preparation of a binding nomination for directors as discussed above, until new directors are appointed by the general meeting on the basis of such binding nomination; and
- a requirement that certain matters, including an amendment of our articles of association, may only be resolved upon by our general meeting if proposed by our board of directors.

Dutch law also allows for staggered multi-year terms of our directors, as a result of which only part of our directors may be subject to appointment or re-appointment in any given year.

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 officers 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.

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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. In most cases, such an amendment is not effective until 12 months following its adoption.

Inspection of books and records

The Netherlands. The board of directors must provide the general meeting, within a reasonable amount of time with all information that the general meeting requires, unless this would be contrary to an overriding interest of our company. If the board of directors invokes such an overriding interest, it must give reasons.

Delaware. Under the Delaware General Corporation Law, any stockholder may inspect for any proper purpose certain of the corporation's books and records during the corporation's usual hours of business.

Suspension and dismissal of directors

The Netherlands. Under our articles of association, directors can only be suspended or dismissed by the general meeting by simple majority, provided that our board of directors proposes the suspension or dismissal. In other cases, the general meeting can only pass such resolution by a two-thirds majority representing more than half of the issued share capital. The DCGC recommends that the general meeting can pass a resolution to dismiss a director by a simple majority, representing no more than one-third of the issued share capital.

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 (i) 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 (ii) 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.

Issuance of shares

The Netherlands. Under Dutch law, a company's general meeting is the corporate body authorized to resolve on the issuance of shares and the granting of rights to subscribe for shares. The general meeting can delegate such authority to another corporate body of the company for a period not exceeding five years; this authorization may only be extended from time to time for a maximum period of five years. Prior to the closing of this offering, our board of directors will be authorized for a period of five years from the completion of our corporate reorganization to issue shares or grant rights to subscribe for shares up to our authorized share capital from time to time. We may not subscribe for our own shares on issue.

Delaware. All creation of shares require the board of directors to adopt a resolution or resolutions, pursuant to authority expressly vested in the board of directors by the provisions of the company's certificate of incorporation.

Preemptive rights

The Netherlands. Under Dutch law, in the event of an issuance of shares, each shareholder will have a pro rata pre-emption right in proportion to the aggregate nominal value of the shares held by such holder (except in case of an issue of shares to employees, against a contribution other than in cash or pursuant to the exercise of a previously acquired right to subscribe for shares). Under our articles of association, the pre-emption rights in respect of newly issued shares may be restricted or excluded by a resolution of the general meeting. Another corporate body may restrict or exclude the pre-emption rights in respect of newly issued shares if it has been designated as the authorized body to do so by the general meeting. Such designation can be granted for a period not exceeding five years. A resolution of the general meeting to restrict or exclude the pre-emption rights or to designate another corporate body as the authorized body to do so requires a majority of not less than two-thirds of the votes cast, if less than one-half of our issued share capital is represented at the meeting. Prior to the closing of this offering, our board of directors will be authorized for a period of five years from the completion of our corporate reorganization to limit or exclude pre-emption rights in relation to an issuance of shares or a grant of rights to subscribe for shares that the board of directors is authorized to resolve upon (see above under “Issuance of 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. Under Dutch law, we may only pay dividends and other distributions from our reserves to the extent our shareholders' equity (*eigen vermogen*) exceeds the sum of our paid-in and called-up share capital plus the reserves we must maintain under Dutch law or our articles of association and (if it concerns a distribution of profits) after adoption of our statutory annual accounts by our general meeting from which it appears that such dividend distribution is allowed. Subject to those restrictions, any future determination to pay dividends or other distributions from our reserves will be at the discretion of our board of directors and will depend upon a number of factors, including our results of operations, financial condition, future prospects, contractual restrictions, restrictions imposed by applicable law and other factors we deem relevant. See “Dividend Policy.”

Pursuant to our articles of association, distributions may be made in cash, in kind or in the form of shares.

Under our articles of association as they will read upon the closing of this offering, if any preferred shares are or have been outstanding, a dividend is first paid out of our profits, if available for distribution, to the holders or former holders, as applicable, of those preferred shares to the extent they are entitled to such distribution under our articles of association, which we refer to as our preferred dividend. Thereafter, our board of directors may decide that all or part of the remaining profits shown in our adopted statutory annual accounts will be added to our reserves. After reservation of any such profits, any remaining profits will be at the disposal of the general meeting at the proposal of our board of directors for distribution on our common shares, subject to applicable restrictions of Dutch law as set out in the previous paragraph. Our board of directors is permitted, subject to certain requirements and applicable restrictions of Dutch law, to declare interim dividends without the approval of our general meeting. Dividends and other distributions shall be made payable no later than a date determined by us. 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*).

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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, 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 common shares, property or cash.

Shareholder vote on certain reorganizations

The Netherlands. Under Dutch law, the general meeting must approve resolutions of the board of directors 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.

The absence of such approval shall result in the relevant resolution being null and void but shall not affect the powers of representation of the board of directors or of the directors vis-à-vis third parties.

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 (i) the agreement of merger does not amend in any respect the certificate of incorporation of the surviving corporation, (ii) the shares of stock of the surviving corporation are not changed in the merger, and (iii) the number of common shares 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 shares 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 directors

The Netherlands. Dutch law does not provide for limitations with respect to the aggregate annual compensation paid to our directors, provided that such compensation is consistent with our compensation policy. Such compensation policy will be adopted by our general meeting prior to the closing of this offering.

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Changes to such compensation policy will require a vote of our general meeting by a simple majority of votes cast. The board of directors determines the remuneration of individual directors with due observance of the compensation policy and Dutch law. A proposal with respect to remuneration schemes in the form of shares or rights to shares in which directors may participate is subject to approval by our general meeting by simple majority of votes cast. Such a proposal must set out at least the maximum number of shares or rights to subscribe for shares to be granted to the directors and the criteria for granting or amendment.

Our compensation policy will authorize our board of directors to determine the amount, level and structure of the compensation packages of our directors at the recommendation of our compensation committee. These compensation packages may consist of a mix of fixed and variable compensation components, including base salary, short-term incentives, long-term incentives, fringe benefits, severance pay and pension arrangements, as determined by our board of directors.

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 stockholder vote due to the provisions of U.S. federal securities and tax law, as well as exchange requirements.

Listing

We intend to apply to list the common shares on Nasdaq under the symbol "LVTX ."

Transfer agent and registrar

Upon the closing of this offering, the transfer agent and registrar for our common shares will be Computershare Trust Company, N.A.

Common shares eligible for future sale

Prior to this offering, there has been no market for our common shares. Future sales of substantial amounts of our common shares in the public market could adversely affect market prices prevailing from time to time. Furthermore, because only a limited number of common shares will be available for sale shortly after this offering due to existing contractual and legal restrictions on resale as described below, there may be sales of substantial amounts of our common shares in the public market after such restrictions lapse. This may adversely affect the prevailing market price of our common shares and our ability to raise equity capital in the future.

Upon consummation of this offering, we will have 25,352,257 common shares outstanding, or 26,357,257 common shares outstanding if the underwriters exercise their option in full to purchase additional common shares, and after giving effect to the conversion of all of our outstanding preferred shares into an aggregate of 18,298,137 common shares immediately prior to the consummation of this offering. Of these shares, 6,700,000 common shares, or 7,705,000 common shares if the underwriters exercise their option in full to purchase additional common shares, sold in this offering will be freely transferable without restriction or registration under the Securities Act, except for any shares purchased by one of our existing "affiliates," as that term is defined in Rule 144 under the Securities Act. The remaining common shares are "restricted shares" as defined in Rule 144. Restricted shares may be sold in the public market only if registered or if they qualify for an exemption from registration under Rules 144 or 701 of the Securities Act. As a result of the contractual 180-day lock-up period described below and the provisions of Rules 144 and 701, these shares will be available for sale in the public market.

Rule 144

In general, a person who has beneficially owned our common shares that are restricted shares for at least six months would be entitled to sell such securities, provided that (i) such person is not deemed to have been one of our affiliates at the time of, or at any time during the 90 days preceding, a sale and (ii) we are subject to the Exchange Act periodic reporting requirements for at least 90 days before the sale. Persons who have beneficially owned our common shares that are restricted shares for at least six months but who are our affiliates at the time of, or any time during the 90 days preceding, a sale, would be subject to additional restrictions, by which such person would be entitled to sell within any three month period only a number of securities that does not exceed the greater of either of the following:

- 1% of the number of our common shares then outstanding, which will equal approximately _____ common shares immediately after this offering, assuming no exercise of the underwriters' option to purchase additional common shares; or
- the average weekly trading volume of our common shares on Nasdaq during the four calendar weeks preceding the filing of a notice on Form 144 with respect to the sale;

provided, in each case, that we are subject to the Exchange Act periodic reporting requirements for at least 90 days before the sale. Such sales both by affiliates and by non-affiliates must also comply with the manner of sale, current public information and notice provisions of Rule 144 to the extent applicable.

Rule 701

In general, under Rule 701, any of our employees, board members, officers, consultants or advisors who purchases shares from us in connection with a compensatory share or option plan or other written agreement before the effective date of this offering is entitled to resell such shares 90 days after the effective date of this offering in reliance on Rule 144, without having to comply with the holding period requirements or other restrictions contained in Rule 701.

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The SEC has indicated that Rule 701 will apply to typical share options granted by an issuer before it becomes subject to the reporting requirements of the Exchange Act, along with the shares acquired upon exercise of such options, including exercises after the date of this prospectus. Securities issued in reliance on Rule 701 are restricted securities and, subject to the contractual restrictions described below, beginning 90 days after the date of this prospectus, may be sold by persons other than “affiliates,” as defined in Rule 144, subject only to the manner of sale provisions of Rule 144 and by “affiliates” under Rule 144 without compliance with its one-year minimum holding period requirement.

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.

Registration rights

We are subject to certain registration rights under the definitive documentation for our Series C Preferred financing.

Lock-up agreements

All of our board members and the holders of substantially all of our common shares have agreed, subject to limited exceptions, not to offer, pledge, announce the intention to sell, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase or otherwise dispose of, directly or indirectly, or enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of the common shares or such other securities for a period of 180 days after the date of this prospectus, subject to certain exceptions, without the prior written consent of certain of the underwriters. See “Underwriting.”

Material income tax considerations

The following summary contains a description of material Dutch and U.S. federal income tax considerations of the acquisition, ownership and disposition of our common shares. This summary should not be considered a comprehensive description of all the tax considerations that may be relevant to the decision to acquire our common shares.

Material U.S. federal income tax considerations for U.S. Holders

The following is a description of the material U.S. federal income tax considerations to the U.S. Holders described below of owning and disposing of our common shares. It is not a comprehensive description of all tax considerations that may be relevant to a particular person's decision to acquire securities. This discussion applies only to a U.S. Holder that holds our common shares as a capital asset within the meaning of Section 1221 of the Internal Revenue Code of 1986, as amended, or the Code, for tax purposes (generally, property held for investment). In addition, it does not describe all of the tax considerations that may be relevant in light of a U.S. Holder's particular circumstances, including state and local tax considerations, estate or gift tax considerations, or the application of the alternative minimum tax considerations, the Medicare contribution tax on net investment income, or the special tax accounting rules under Section 451(b) of the Code, and tax considerations applicable to U.S. Holders subject to special rules, such as:

banks, insurance companies, and certain other financial institutions;

U.S. expatriates and certain former citizens or long-term residents of the United States;

dealers or traders in securities who use a mark-to-market method of tax accounting;

persons holding common shares as part of a hedging transaction, "straddle," wash sale, conversion transaction or integrated transaction or persons entering into a constructive sale with respect to common shares;

persons whose "functional currency" for U.S. federal income tax purposes is not the U.S. dollar;

brokers, dealers or traders in securities, commodities or currencies;

tax-exempt entities or government organizations;

S corporations, partnerships, or other entities or arrangements classified as partnerships or pass-throughs for U.S. federal income tax purposes (and investors therein);

regulated investment companies or real estate investment trusts;

persons who acquired our common shares pursuant to the exercise of any employee stock option or otherwise as compensation;

persons that own or are deemed to own (including by attribution) ten percent or more of our shares (by vote or value); and

persons holding our common shares in connection with a trade or business, permanent establishment, or fixed base outside the United States.

If an entity or arrangement that is classified as a partnership for U.S. federal income tax purposes holds common shares, the U.S. federal income tax treatment of a partner will generally depend on the status of the partner and the activities of the partnership. Partnerships holding common shares and partners in such partnerships are encouraged to consult their tax advisers as to the particular U.S. federal income tax consequences of holding and disposing of common shares.

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The discussion is based on the Code, administrative pronouncements, judicial decisions, final, temporary and proposed Treasury Regulations, and the income tax treaty between the Netherlands and the United States, or the Treaty, all as of the date hereof, changes to any of which may affect the tax considerations described herein—possibly with retroactive effect.

A “U.S. Holder” is a holder who, for U.S. federal income tax purposes, is a beneficial owner of common shares who is eligible for the benefits of the Treaty and is:

- (1) an individual who is a citizen or resident of the United States;
- (2) a corporation, or other entity taxable as a corporation, created or organized in or under the laws of the United States, any state therein, or the District of Columbia;
- (3) an estate, the income of which is subject to U.S. federal income taxation regardless of its source; or
- (4) a trust if (a) a U.S. court is able to exercise primary supervision over the administration of the trust and one or more U.S. persons have authority to control all substantial decisions of the trust or (b) the trust has a valid election to be treated as a U.S. person under applicable U.S. Treasury Regulations.

U.S. Holders are encouraged to consult their tax advisers concerning the U.S. federal, state, local and non-U.S. tax consequences of owning and disposing of our common shares in their particular circumstances.

The discussion below assumes that the representations contained in the deposit agreement are true and that the obligations in the deposit agreement and any related agreement will be complied with in accordance with their terms.

Passive foreign investment company

A non-U.S. corporation will be classified as a PFIC for any taxable year in which, after applying certain look-through rules, either:

at least 75% of its gross income is passive income (such as interest income); or

at least 50% of its gross assets (determined on the basis of a quarterly average) is attributable to assets that produce passive income or are held for the production of passive income.

For this purpose, cash is generally a passive asset and passive income generally includes dividends, interest, royalties and rents (other than royalties and rents derived in the active conduct of a trade or business and not derived from a related person). For purposes of this test, we will be treated as owning our proportionate share of the assets and earning our proportionate share of the income of any other corporation, the equity of which we own, directly or indirectly, 25% or more (by value).

Based on the estimated composition of our income, assets and operations, we do not believe that we were classified as a PFIC for U.S. federal income tax purposes for the taxable year ending December 31, 2020. The determination of whether we are a PFIC is a fact-intensive determination made on an annual basis and the applicable law is subject to varying interpretation. In particular, the characterization of our assets as active or passive may depend in part on our current and intended future business plans, which are subject to change. In addition, for our current and future taxable years, the total value of our assets for PFIC testing purposes may be determined in part by reference to the market price of our common shares from time to time, which may fluctuate considerably. Under the income test, our status as a PFIC depends on the composition of our income which will depend on a variety of factors that are subject to uncertainty, including the characterization of certain intercompany payments and payments from tax authorities, transactions we enter into and our

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corporate structure. There can be no assurance that the IRS would not successfully challenge our position. Accordingly, our U.S. counsel expresses no opinion with respect to our PFIC status for any prior, current or future taxable year.

If we are classified as a PFIC in any year with respect to which a U.S. Holder owns the common shares, we will continue to be treated as a PFIC with respect to such U.S. Holder in all succeeding years during which the U.S. Holder owns the common shares, regardless of whether we continue to meet the tests described above unless (1) we cease to be a PFIC and the U.S. Holder has made a "deemed sale" election under the PFIC rules, or (2) the U.S. Holder (A) makes a "QEF Election" (defined below) or (B) is eligible to make and makes a mark-to-market election (as described below), with respect to all taxable years during such U.S. Holder's holding period in which we are a PFIC. If such a deemed sale election is made, a U.S. Holder will be deemed to have sold the common shares the U.S. Holder holds at their fair market value as of the date of such deemed sale and any gain from such deemed sale would be subject to the rules described below. After the deemed sale election, so long as we do not become a PFIC in a subsequent taxable year, the U.S. Holder's common shares with respect to which such election was made will not be treated as shares in a PFIC and the U.S. Holder will not be subject to the rules described below with respect to any "excess distribution" the U.S. Holder receives from us or any gain from an actual sale or other disposition of the common shares. U.S. Holders should consult their tax advisers as to the possibility and consequences of making a deemed sale election if we cease to be a PFIC and such election becomes available.

For each taxable year we are treated as a PFIC with respect to a U.S. Holder, the U.S. Holder will be subject to special tax rules with respect to any "excess distribution" such U.S. Holder receives and any gain such U.S. Holder recognizes from a sale or other disposition (including a pledge) of common shares, unless (1) such U.S. Holder makes a "qualified electing fund" election, or QEF Election, with respect to all taxable years during such U.S. Holder's holding period in which we are a PFIC, or (2) our common shares constitute "marketable stock" and such U.S. Holder makes a mark-to-market election (as discussed below). Distributions a U.S. Holder receives in a taxable year that are greater than 125% of the average annual distributions a U.S. Holder received during the shorter of the three preceding taxable years or the U.S. Holder's holding period for the common shares will be treated as an excess distribution. Under these special tax rules:

- the excess distribution or gain will be allocated ratably over a U.S. Holder's holding period for the common shares;

- the amount allocated to the current taxable year, and any taxable year prior to the first taxable year in which we became a PFIC, will be treated as ordinary income; and

- the amount allocated to each other year will be subject to the highest tax rate in effect for that year and the interest charge generally applicable to underpayments of tax will be imposed on the resulting tax attributable to each such year.

The tax liability for amounts allocated to years prior to the year of disposition or "excess distribution" cannot be offset by any net operating losses for such years, and gains (but not losses) realized on the sale of the common shares cannot be treated as capital gains, even if a U.S. Holder holds the common shares as capital assets.

If we are a PFIC, a U.S. Holder will generally be subject to similar rules with respect to distributions we receive from, and our dispositions of the stock of, any of our direct or indirect subsidiaries that also are PFICs, as if such distributions were indirectly received by, and/or dispositions were indirectly carried out by, such U.S. Holder. U.S. Holders should consult their tax advisers regarding the application of the PFIC rules to our subsidiaries.

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If a U.S. Holder makes an effective QEF Election, the U.S. Holder will be required to include in gross income each year, whether or not we make distributions, as capital gains, such U.S. Holder's pro rata share of our net capital gains and, as ordinary income, such U.S. Holder's pro rata share of our earnings in excess of our net capital gains. However, a U.S. Holder can only make a QEF Election with respect to common shares in a PFIC if such company agrees to furnish such U.S. Holder with certain tax information annually. We do not currently expect to provide such information in the event that we are classified as a PFIC.

U.S. Holders can avoid the interest charge on excess distributions or gain relating to our common shares by making a mark-to-market election with respect to the common shares, provided that the common shares are "marketable stock." Common shares will be marketable stock if they are "regularly traded" on certain U.S. stock exchanges or on a non-U.S. stock exchange that meets certain conditions. For these purposes, the common shares will be considered regularly traded during any calendar year during which they are traded, other than in de minimis quantities, on at least 15 days during each calendar quarter. Any trades that have as their principal purpose meeting this requirement will be disregarded. Each U.S. Holder should consult its tax adviser as to the whether a mark-to-market election is available or advisable with respect to the common shares.

A U.S. Holder that makes a mark-to-market election must include in ordinary income for each year an amount equal to the excess, if any, of the fair market value of our common shares at the close of the taxable year over the U.S. Holder's adjusted tax basis in the common shares. An electing holder may also claim an ordinary loss deduction for the excess, if any, of the U.S. Holder's adjusted basis in the common shares over the fair market value of the common shares at the close of the taxable year, but this deduction is allowable only to the extent of any net mark-to-market gains for prior years. Gains from an actual sale or other disposition of the common shares will be treated as ordinary income, and any losses incurred on a sale or other disposition of the shares will be treated as an ordinary loss to the extent of any net mark-to-market gains for prior years. Once made, the election cannot be revoked without the consent of the IRS unless the common shares cease to be marketable stock.

However, a mark-to-market election generally cannot be made for equity interests in any lower-tier PFICs that we own, unless shares of such lower-tier PFIC are themselves "marketable stock." As a result, even if a U.S. Holder validly makes a mark-to-market election with respect to our common shares, the U.S. Holder may continue to be subject to the PFIC rules (described above) with respect to its indirect interest in any of our investments that are treated as an equity interest in a PFIC for U.S. federal income tax purposes. U.S. Holders should consult their tax advisers as to the availability and desirability of a mark-to-market election, as well as the impact of such election on interests in any lower-tier PFICs.

Unless otherwise provided by the U.S. Treasury, each U.S. shareholder of a PFIC is required to file an annual report containing such information as the U.S. Treasury may require. A U.S. Holder's failure to file the annual report will cause the statute of limitations for such U.S. Holder's U.S. federal income tax return to remain open with regard to the items required to be included in such report until three years after the U.S. Holder files the annual report, and, unless such failure is due to reasonable cause and not willful neglect, the statute of limitations for the U.S. Holder's entire U.S. federal income tax return will remain open during such period. U.S. Holders should consult their tax advisers regarding the requirements of filing such information returns under these rules.

WE STRONGLY URGE A U.S. HOLDER TO CONSULT YOUR TAX ADVISER REGARDING THE IMPACT OF OUR PFIC STATUS ON THE U.S. HOLDER'S INVESTMENT IN THE COMMON SHARES AS WELL AS THE APPLICATION OF THE PFIC RULES TO INVESTMENT IN THE COMMON SHARES.

Taxation of distributions

Subject to the discussion above under “Passive Foreign Investment Company,” distributions paid on common shares, other than certain distributions of common shares, will generally be treated as dividends to the extent paid out of our current or accumulated earnings and profits (as determined under U.S. federal income tax principles). Because we may not calculate our earnings and profits under U.S. federal income tax principles, we expect that distributions generally will be reported to U.S. Holders as dividends. Non corporate U.S. holders may qualify for the preferential rates of taxation applicable to long term capital gains (i.e., gains from the sale of capital assets held for more than one year) with respect to dividends on ADSs if we are a “qualified foreign corporation.” A non-United States corporation (other than a corporation that is classified as a PFIC for the taxable year in which the dividend is paid or the preceding taxable year) generally will be considered to be a qualified foreign corporation (a) if it is eligible for the benefits of a comprehensive tax treaty with the United States which the Secretary of Treasury of the United States determines is satisfactory for purposes of these rules and which includes an exchange of information provision (which includes the Treaty), or (b) with respect to any dividend it pays on ADSs which are readily tradable on an established securities market in the United States. Therefore, subject to the discussion under “Passive Foreign Investment Company,” above, if the Treaty is applicable, or if the ADSs are readily tradable on an established securities market in the United States, such dividends will generally be “qualified dividend income” in the hands of non-corporate U.S. holders eligible for the preferential tax rates, provided that certain conditions are met, including conditions relating to holding period and the absence of certain risk reduction transactions. The amount of the dividend will be treated as foreign-source dividend income to U.S. Holders and will not be eligible for the dividends-received deduction generally available to U.S. corporations under the Code. Dividends will generally be included in a U.S. Holder’s income on the date of the U.S. Holder’s receipt of the dividend. The amount of any dividend income paid in foreign currency will be the U.S. dollar amount calculated by reference to the exchange rate in effect on the date of actual or constructive receipt, regardless of whether the payment is in fact converted into U.S. dollars. If the dividend is converted into U.S. dollars on the date of receipt, a U.S. Holder should not be required to recognize foreign currency gain or loss in respect of the dividend income. A U.S. Holder may have foreign currency gain or loss if the dividend is converted into U.S. dollars after the date of receipt. Such gain or loss would generally be treated as U.S.-source ordinary income or loss. The amount of any distribution of property other than cash (and other than certain pro rata distributions of common shares or rights to acquire common shares) will be the fair market value of such property on the date of distribution. For foreign tax credit purposes, our dividends will generally be treated as passive category income. The rules relating to the determination of the U.S. foreign tax credit are complex, and U.S. Holders should consult their tax advisers regarding the availability of a foreign tax credit in their particular circumstances and the possibility of claiming a deduction (in lieu of the foreign tax credit) for any foreign taxes paid or withheld.

Sale or other taxable disposition of common shares

Subject to the discussion above under “Passive Foreign Investment Company,” gain or loss realized on the sale or other taxable disposition of common shares will be capital gain or loss, and will be long-term capital gain or loss if the U.S. Holder held the common shares for more than one year. The amount of the gain or loss will equal the difference between the U.S. Holder’s tax basis in the common shares disposed of and the amount realized on the disposition, in each case as determined in U.S. dollars. This gain or loss will generally be U.S.-source gain or loss for foreign tax credit purposes. The deductibility of capital losses is subject to limitations.

If the consideration received by a U.S. Holder is not paid in U.S. dollars, the amount realized will be the U.S. dollar value of the payment received determined by reference to the spot rate of exchange on the date of the sale or other disposition. However, if the common shares are treated as traded on an “established securities market” and you are either a cash-basis taxpayer or an accrual-basis taxpayer that has made a special election

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(which must be applied consistently from year to year and cannot be changed without the consent of the IRS), you will determine the U.S. dollar value of the amount realized in a non-U.S. dollar currency by translating the amount received at the spot rate of exchange on the settlement date of the sale. If you are an accrual basis taxpayer that is not eligible to or does not elect to determine the amount realized using the spot rate on the settlement date, you will recognize foreign currency gain or loss to the extent of any difference between the U.S. dollar amount realized on the date of sale or disposition and the U.S. dollar value of the currency received at the spot rate on the settlement date. U.S. Holders should consult their tax advisers regarding the tax consequences if foreign taxes are imposed on a taxable disposition of common shares and their ability to credit such foreign tax against their US federal income tax liability.

Information reporting and backup withholding

Payments of dividends and sales proceeds that are made within the United States or through certain U.S.-related financial intermediaries generally are subject to information reporting, and may be subject to backup withholding, unless (i) the U.S. Holder is a corporation or other exempt recipient or (ii) in the case of backup withholding, the U.S. Holder provides a correct taxpayer identification number and certifies that it is not subject to backup withholding.

Backup withholding is not an additional tax. The amount of any backup withholding from a payment to a U.S. Holder will be allowed as a credit against the holder's U.S. federal income tax liability and may entitle it to a refund, provided that the required information is timely furnished to the IRS.

Information with respect to foreign financial assets

Certain U.S. Holders who are individuals (and, under proposed regulations, certain entities) may be required to report information relating to the common shares, subject to certain exceptions (including an exception for common shares held in accounts maintained by certain U.S. financial institutions). Such U.S. Holders who fail to timely furnish the required information may be subject to a penalty. Additionally, if a U.S. Holder does not file the required information, the statute of limitations with respect to tax returns of the U.S. Holder to which the information relates may not close until three years after such information is filed. U.S. Holders should consult their tax advisers regarding their reporting obligations with respect to their ownership and disposition of the common shares.

Material Dutch tax considerations

Scope of discussion

The following is a general summary of certain material Dutch tax consequences of the acquisition, holding and disposal of the common shares. This summary does not purport to describe all possible tax considerations or consequences that may be relevant to a holder or prospective holder of our common shares and does not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as trusts or similar arrangements) may be subject to special rules. In view of its general nature, this general summary should be treated with corresponding caution.

This summary is based on the tax laws of the Netherlands, published regulations thereunder and published authoritative case law, all as in effect on the date hereof, and all of which are subject to change, possibly with retroactive effect. Where the summary refers to “the Netherlands” or “Dutch” it refers only to the part of the Kingdom of the Netherlands located in Europe.

This discussion is for general information purposes only and is not Dutch tax advice or a complete description of all Dutch tax consequences relating to the acquisition, holding and disposal of the common shares. Holders or prospective holders of our common shares should consult their own tax advisers regarding the Dutch tax consequences relating to the acquisition, holding and disposal of the common shares in light of their particular circumstances.

Please note that this summary does not describe the Dutch tax consequences for:

(i) a holder of common shares if such holder, and in the case of individuals, such holder’s partner or certain of its relatives by blood or marriage in the direct line (including foster children), has a substantial interest (*aanmerkelijk belang*) or deemed substantial interest (*fictief aanmerkelijk belang*) in us under the Dutch Income Tax Act 2001 (*Wet inkomstenbelasting 2001*). Generally speaking, a holder of securities in a company is considered to hold a substantial interest in such company, if such holder alone or, in the case of individuals, together with such holder’s partner (as defined in the Dutch Income Tax Act 2001), directly or indirectly, holds (i) an interest of 5% or more of the total issued and outstanding capital of that company or of 5% or more of the issued and outstanding capital of a certain class of shares of that company; or (ii) rights to acquire, directly or indirectly, such interest; or (iii) certain profit sharing rights in that company that relate to 5% or more of the company’s annual profits or to 5% or more of the company’s liquidation proceeds. A deemed substantial interest may arise if a substantial interest (or part thereof) in a company has been disposed of, or is deemed to have been disposed of, on a non-recognition basis;

(ii) a holder of common shares, if the common shares held by such holder qualify or qualified as a participation (*deelname*) for purposes of the Dutch Corporate Income Tax Act 1969 (*Wet op de vennootschapsbelasting 1969*). Generally, a holder’s shareholding of 5% or more in a company’s nominal paid-up share capital qualifies as a participation. A holder may also have a participation if (a) such holder does not have a shareholding of 5% or more but a related entity (statutorily defined term) has a participation or (b) the company in which the shares are held is a related entity (statutorily defined term).

(iii) pension funds, investment institutions (*fiscale beleggingsinstellingen*) and exempt investment institutions (*vrijgestelde beleggingsinstellingen*) (each as defined in the Dutch Corporate Income Tax Act 1969) and other entities that are, in whole or in part, not subject to or exempt from Dutch corporate income tax 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 has agreed to exchange information in line with international standards; and

(iv) a holder of common shares who is an individual for whom the common shares or any benefit derived from the common shares is a remuneration or deemed to be a remuneration for activities performed by such holder or certain individuals related to such holder (as defined in the Dutch Income Tax Act 2001).

Withholding tax

Dividends distributed by us generally are subject to Dutch dividend withholding tax at a rate of 15%. Generally, we are responsible for the withholding of such dividend withholding tax at source; the Dutch dividend withholding tax is for the account of the holder of common shares.

The expression “dividends distributed” includes, among other things:

- distributions in cash or in kind, deemed and constructive distributions and repayments of paid-in capital not recognized for Dutch dividend withholding tax purposes;
- liquidation proceeds, proceeds of redemption of common shares, or proceeds of the repurchase of common shares by us or one of our subsidiaries or other affiliated entities, other than as a temporary portfolio investment (*tijdelijke belegging*) to the extent such proceeds exceed the average paid-in capital of those common shares as recognized for Dutch dividend withholding tax purposes;
- an amount equal to the par value of common shares issued or an increase of the par value of common 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 the paid-in capital, recognized for Dutch dividend withholding tax purposes, if and to the extent that we have net profits (*zuivere winst*), unless (i) the general meeting has resolved in advance to make such repayment and (ii) the par value of the common shares concerned has been reduced by an equal amount by way of an amendment of our articles of association. The term “net profits” includes anticipated profits that have yet to be realized.

Individuals and corporate legal entities who are resident or deemed to be resident of the Netherlands for Dutch income tax purposes, generally are entitled to an exemption of or a credit for any Dutch dividend withholding tax against their income tax or corporate income tax liability and to a refund of any residual Dutch dividend withholding tax. The same generally applies to holders of common shares that are neither resident nor deemed to be resident of the Netherlands if the common shares are attributable to a Dutch permanent establishment of such non-resident holder.

A holder of common shares resident of a country other than the Netherlands may, depending on such holder’s specific circumstances, be entitled to exemptions from, reductions of, or full or partial refunds of, Dutch dividend withholding tax under Dutch national tax legislation, EU law, or a double taxation convention in effect between the Netherlands and such other country.

Remittance to the dutch tax authorities

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 by us.

Dividend stripping

Pursuant to legislation to counteract “dividend stripping”, a reduction, exemption, credit or refund of Dutch dividend withholding tax is denied if the recipient of the dividend is not the beneficial owner as described in the Dutch Dividend Withholding Tax Act 1965 (*Wet op de dividendbelasting 1965*). This legislation generally targets situations in which a shareholder retains its economic interest in shares but reduces the withholding tax costs on dividends by a transaction with another party. It is not required for these rules to apply that the recipient of the dividends is aware that a dividend stripping transaction took place. The Dutch State Secretary of Finance takes the position that the definition of beneficial ownership introduced by this legislation will also be applied in the context of a double taxation convention.

Taxes on income and capital gains

Dutch resident entities

Generally speaking, if the holder of common shares is an entity that is a resident or deemed to be resident of the Netherlands for Dutch corporate income tax purposes (a “Dutch Resident Entity”), any payment on the common shares or any gain or loss realized on the disposal or deemed disposal of the common shares is subject to Dutch corporate income tax at a rate of 15% with respect to taxable profits up to €245,000 and 25% with respect to taxable profits in excess of that amount (rates and brackets for 2021).

Dutch resident individuals

If the holder of common shares is an individual resident or deemed to be resident of the Netherlands for Dutch income tax purposes (a “Dutch Resident Individual”), any payment on the common shares or any gain or loss realized on the disposal or deemed disposal of the common shares is taxable at the progressive Dutch income tax rates (with a maximum of 49.5% in 2021), if:

(i) the common shares are attributable to an enterprise from which the holder of common shares derives a share of the profit, whether as an entrepreneur (*ondernemer*) or as a person who has a co-entitlement to the net worth (*medegerechtigd tot het vermogen*) of such enterprise without being a shareholder (as defined in the Dutch Income Tax Act 2001); or

(ii) the holder of common shares is considered to perform activities with respect to the common shares that go beyond ordinary asset management (*normaal, actief vermogensbeheer*) or derives benefits from the common shares that are taxable as benefits from other activities (*resultaat uit overige werkzaamheden*).

If the above-mentioned conditions (i) and (ii) do not apply to the individual holder of common shares, such holder will be taxed annually on a deemed return (with a maximum of 5.69% in 2021) on the individual's net investment assets (*rendementsgrondslag*) for the year, insofar the individual's net investment assets for the year exceed a statutory threshold (*heffingvrij vermogen*). The deemed return on the individual's net investment assets for the year is taxed at a rate of 31%. Actual income, gains or losses in respect of the common shares are as such not subject to Dutch income tax.

The net investment assets for the year are the fair market value of the investment assets less the allowable liabilities on January 1 of the relevant calendar year. The common shares are included as investment assets. For the net investment assets on January 1, 2021, the deemed return ranges from 1.90% up to 5.69% (depending on the aggregate amount of the net investment assets of the individual on January 1, 2021). The deemed return will be adjusted annually on the basis of historic market yields.

Non-residents of the Netherlands

A holder of common shares that is neither a Dutch Resident Entity nor a Dutch Resident Individual will not be subject to Dutch taxes on income or capital gains in respect of any payment on the common shares or in respect of any gain or loss realized on the disposal or deemed disposal of the common shares, provided that:

(i) such holder does not have an interest in an enterprise or deemed enterprise (as defined in the Dutch Income Tax Act 2001 and the Dutch Corporate Income Tax Act 1969) which, in whole or in part, is either effectively managed in the Netherlands or carried on through a permanent establishment, a deemed permanent establishment or a permanent representative in the Netherlands and to which enterprise or part of an enterprise the common shares are attributable; and

(ii) in the event the holder is an individual, such holder does not carry out any activities in the Netherlands with respect to the common shares that go beyond ordinary asset management and does not derive benefits from the common shares that are taxable as benefits from other activities in the Netherlands.

Gift and inheritance taxes

Residents of the Netherlands

Gift or inheritance taxes will arise in the Netherlands with respect to a transfer of common shares by way of a gift by, or on the death of, a holder of common shares who is resident or deemed resident of the Netherlands at the time of the gift or such holder's death.

Non-residents of the Netherlands

No gift or inheritance taxes will arise in the Netherlands with respect to a transfer of common shares by way of a gift by, or on the death of, a holder of common shares who is neither resident nor deemed to be resident of the Netherlands, unless:

(i) in the case of a gift of a common share by an individual who at the date of the gift was neither resident nor deemed to be resident of the Netherlands, such individual dies within 180 days after the date of the gift, while being resident or deemed to be resident of the Netherlands; or

(ii) in the case of a gift of a common share is made under a condition precedent, the holder of the common shares is resident or is deemed to be resident of the Netherlands at the time the condition is fulfilled; or

(iii) the transfer is otherwise construed as a gift or inheritance made by, or on behalf of, a person who, at the time of the gift or death, is or is deemed to be resident of the Netherlands.

For purposes of Dutch gift and inheritance taxes, amongst others, a person that holds the Dutch nationality will be deemed to be resident of the Netherlands if such person has been a resident of the Netherlands at any time during the ten years preceding the date of the gift or such person's death. Additionally, for purposes of Dutch gift tax, amongst others, a person not holding the Dutch nationality will be deemed to be resident of the Netherlands if such person has been a resident of the Netherlands at any time during the twelve months preceding the date of the gift. Applicable tax treaties may override deemed residency.

Value added tax (VAT)

No Dutch VAT will be payable by a holder of common shares in respect of any payment in consideration for the holding or disposal of the common shares.

Other taxes and duties

No Dutch registration tax, stamp duty or any other similar documentary tax or duty will be payable by, or on behalf of, a holder of common shares in respect of any payment in consideration for the acquisition, holding or disposal of the common shares.

Residency

A holder of common shares will not become, and will not be deemed to be, resident of the Netherlands for Dutch tax purposes by reason only of the acquisition and holding of the common shares.

Underwriting

We are offering the common shares described in this prospectus through a number of underwriters. J.P. Morgan Securities LLC, Jefferies LLC and SVB Leerink LLC are acting as joint book-running managers of the offering and as representatives of the underwriters. We have entered into an underwriting agreement with the underwriters. Subject to the terms and conditions of the underwriting agreement, we have agreed to sell to the underwriters, and each underwriter has severally agreed to purchase, at the public offering price less the underwriting discounts and commissions set forth on the cover page of this prospectus, the number of common shares listed next to its name in the following table:

Name	Number of common shares
J.P. Morgan Securities LLC	
Jefferies LLC	
SVB Leerink LLC	
Kempen & Co U.S.A., Inc.	
Total	6,700,000

The underwriters are committed to purchase all the common shares offered by us if they purchase any common shares. The underwriting agreement also provides that if an underwriter defaults, the purchase commitments of non-defaulting underwriters may also be increased or the offering may be terminated.

The underwriters propose to offer the common shares directly to the public at the initial public offering price set forth on the cover page of this prospectus and to certain dealers at that price less a concession not in excess of \$ _____ per share. Any such dealers may resell common shares to certain other brokers or dealers at a discount of up to \$ _____ per share from the initial public offering price. After the initial offering of the common shares to the public, if all of the common shares are not sold at the initial public offering price, the underwriters may change the offering price and the other selling terms. Sales of any common shares made outside of the United States may be made by affiliates of the underwriters.

The underwriters have an option to buy up to 1,005,000 additional common shares from us to cover sales of common shares by the underwriters which exceed the number of common shares specified in the table above. The underwriters have 30 days from the date of this prospectus to exercise this option to purchase additional common shares. If any common shares are purchased with this option to purchase additional common shares, the underwriters will purchase common shares in approximately the same proportion as shown in the table above. If any additional common shares are purchased, the underwriters will offer the additional common shares on the same terms as those on which the common shares are being offered.

The underwriting fee is equal to the public offering price per common share less the amount paid by the underwriters to us per common share. The underwriting fee is \$ _____ per share. The following table shows the per share and total underwriting discounts and commissions to be paid to the underwriters assuming both no exercise and full exercise of the underwriters' option to purchase additional common shares.

	Without option to purchase additional common shares exercise	With full option to purchase additional common shares exercise
Per Common Share	\$	\$
Total	\$	\$

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We estimate that the total expenses of this offering, including registration, filing and listing fees, printing fees and legal and accounting expenses, but excluding the underwriting discounts and commissions, will be approximately \$4.0 million, which includes the €200,000 payment to VUmc.

A prospectus in electronic format may be made available on the web sites maintained by one or more underwriters, or selling group members, if any, participating in the offering. The underwriters may agree to allocate a number of common shares to underwriters and selling group members for sale to their online brokerage account holders. Internet distributions will be allocated by the representatives to underwriters and selling group members that may make Internet distributions on the same basis as other allocations. We have also agreed to reimburse the underwriters for certain of their expenses in an amount of up to \$50,000.

Directed share program

At our request, the underwriters have reserved for sale at the initial public offering price up to 335,000 of our common shares, or 5.0% of our common shares being offered for sale hereby, to certain individuals associated with us. We will offer these common shares to the extent permitted under applicable regulations in the United States and in various countries. Pursuant to the underwriting agreement, the sales will be made by the representatives through a directed share program. The number of common shares available for sale to the general public will be reduced to the extent that such persons purchase such reserved common shares. Any reserved common shares not so purchased will be offered by the underwriters to the general public on the same basis as the other common shares stock offered hereby. Any directors and officers that buy common shares through the directed share program will be subject to a 180-day lock-up period with respect to such common shares.

Jefferies LLC will administer our directed share program. We will agree to indemnify Jefferies LLC against certain liabilities and expenses, including liabilities under the Securities Act, in connection with sales of the shares reserved for the directed share program. Other than the underwriting discount described on the front cover of this prospectus, Jefferies LLC will not be entitled to any commission with respect to common shares sold pursuant to the directed share program.

We have agreed that we will not (i) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase or otherwise transfer or dispose of, directly or indirectly, or submit to, or file with, the SEC a registration statement under the Securities Act relating to, any of our common shares or securities convertible into or exercisable or exchangeable for any of our common shares, or publicly disclose the intention to make any offer, sale, pledge, loan, disposition or filing, or (ii) enter into any swap or other arrangement that transfers all or a portion of the economic consequences associated with the ownership of any common shares or any such other securities (regardless of whether any of these transactions are to be settled by the delivery of common shares or such other securities, in cash or otherwise), in each case without the prior written consent of J.P. Morgan Securities LLC, Jefferies LLC and SVB Leerink LLC for a period of 180 days after the date of this prospectus, other than our common shares to be sold in this offering.

The restrictions on our actions, as described above, do not apply to certain transactions, including (i) the issuance of common shares or securities convertible into or exercisable for our common shares pursuant to the conversion or exchange of convertible or exchangeable securities or the exercise of warrants or options (including net exercise) or the settlement of RSUs (including net settlement), in each case outstanding on the date of the underwriting agreement and described in this prospectus; (ii) grants of stock options, stock awards, restricted stock, RSUs, or other equity awards and the issuance of our common shares or securities convertible into or exercisable or exchangeable for our common shares (whether upon the exercise of stock options or otherwise) to our employees, officers, directors, advisors, or consultants pursuant to the terms of an equity

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compensation plan in effect as of the closing of this offering and described in this prospectus, provided that such recipients enter into a lock-up agreement with the underwriters; (iii) our filing of any registration statement on Form S-8 relating to securities granted or to be granted pursuant to any plan in effect on the date of the underwriting agreement and described in this prospectus or any assumed benefit plan pursuant to an acquisition or similar strategic transaction; (iv) our common shares or other securities issued in connection with a transaction with an unaffiliated third party that includes a bona fide commercial relationship (including joint ventures, marketing or distribution arrangements, collaboration agreements or intellectual property license agreements) or any acquisition of assets or equity of another entity (whether by merger, consolidation, acquisition of equity interests or otherwise), provided that (x) the aggregate number of shares issued pursuant to this clause (iv) shall not exceed ten percent (10%) of the total number of outstanding common shares immediately following the issuance and sale of the common shares in this offering and (y) the recipient of any such common shares or securities issued pursuant to this clause (iv) during the 180-day restricted period described above shall enter into a lock-up agreement with the underwriters or (v) the common shares issuable to VUmc pursuant to the VUmc Agreement, provided that VUmc shall enter into a lock-up agreement with the underwriters.

Our directors and executive officers, and substantially all of our shareholders (such persons, the "lock-up parties") have entered into lock-up agreements with the underwriters prior to the commencement of this offering pursuant to which each lock-up party, with limited exceptions, for a period of 180 days after the date of this prospectus (such period, the "restricted period"), may not (and may not cause any of their direct or indirect affiliates to), without the prior written consent of J.P. Morgan Securities, Jefferies LLC and SVB Leerink LLC, (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend or otherwise transfer or dispose of, directly or indirectly, any of our common shares or any securities convertible into or exercisable or exchangeable for our common shares (including, without limitation, common shares or such other securities which may be deemed to be beneficially owned by such lock-up parties in accordance with the rules and regulations of the SEC and securities which may be issued upon exercise of a stock option or warrant (collectively with the common shares, the "lock-up securities")), (2) enter into any hedging, swap or other agreement or transaction that transfers, in whole or in part, any of the economic consequences of ownership of the lock-up securities, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of lock-up securities, in cash or otherwise, (3) make any demand for, or exercise any right with respect to, the registration of any lockup securities, or (4) publicly disclose the intention to do any of the foregoing. Such persons or entities have further acknowledged that these undertakings preclude them from engaging in any hedging or other transactions or arrangements (including, without limitation, any short sale or the purchase or sale of, or entry into, any put or call option, or combination thereof, forward, swap or any other derivative transaction or instrument, however described or defined) designed or intended, or which could reasonably be expected to lead to or result in, a sale or disposition or transfer (by any person or entity, whether or not a signatory to such agreement) of any economic consequences of ownership, in whole or in part, directly or indirectly, of any lock-up securities, whether any such transaction or arrangement (or instrument provided for thereunder) would be settled by delivery of lock-up securities, in cash or otherwise.

The restrictions described in the immediately preceding paragraph and contained in the lock-up agreements between the underwriters and the lock-up parties do not apply, subject in certain cases to various conditions, to certain transactions, including (a) transfers of lock-up securities: (i) as bona fide gifts, or for bona fide estate planning purposes, (ii) by will or intestacy, (iii) to any trust for the direct or indirect benefit of the lock-up party or any immediate family member, (iv) to a partnership, limited liability company or other entity of which the lock-up party and its immediate family members are the legal and beneficial owner of all of the outstanding equity

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securities or similar interests, (v) to a nominee or custodian of a person or entity to whom a disposition or transfer would be permissible under clauses (i) through (iv), (vi) in the case of a corporation, partnership, limited liability company, trust or other business entity, (A) to another corporation, partnership, limited liability company, trust or other business entity that is an affiliate of the lock-up party, or to any investment fund or other entity controlling, controlled by, managing or managed by or under common control with the lock-up party or its affiliates or (B) as part of a distribution to members or shareholders, subsidiaries or affiliates of the lock-up party; (vii) by operation of law, (viii) to us from an employee upon death, disability or termination of employment of such employee, (ix) as part of a sale of lock-up securities acquired in this offering or open market transactions after the completion of this offering, (x) to us in connection with (A) the vesting, settlement or exercise of restricted stock units, options, warrants or other rights to purchase our common shares or other equity securities of the Company (including “net” or “cashless” exercise), including for the payment of exercise price and tax and remittance payments, (B) any contractual arrangement that provides for the repurchase of a lock-up party’s common shares, or (C) a right of first refusal with respect to transfers of common shares, or (xi) pursuant to a bona fide third-party tender offer, merger, consolidation or other similar transaction and made to all shareholders involving a change in control, provided that if such transaction is not completed, all such lock-up securities would remain subject to the restrictions in the immediately preceding paragraph; (b) exercise of the options, settlement of RSUs or other equity awards, or the exercise of warrants granted pursuant to plans described in this prospectus, provided that any lockup securities received upon such exercise, vesting or settlement would be subject to restrictions similar to those in the immediately preceding paragraph; (c) the conversion of outstanding preferred shares, warrants to acquire preferred shares, or convertible securities into our common shares or warrants to acquire our common shares, provided that any common shares or warrant received upon such conversion would be subject to restrictions similar to those in the immediately preceding paragraph; and (d) the establishment by lock-up parties of trading or disposition plans under Rule 10b5-1 under the Exchange Act, provided that such plan does not provide for the transfer of lock-up securities during the restricted period.

J.P. Morgan Securities LLC, Jefferies LLC and SVB Leerink LLC in their sole discretion, may release the securities subject to any of the lock-up agreements with the underwriters described above, in whole or in part at any time.

We have agreed to indemnify the underwriters against certain liabilities, including liabilities under the Securities Act of 1933.

We intend to apply to have our common shares approved for listing on Nasdaq under the symbol “LVTX”.

In connection with this offering, the underwriters may engage in stabilizing transactions, which involves making bids for, purchasing and selling common shares in the open market for the purpose of preventing or retarding a decline in the market price of the common shares while this offering is in progress. These stabilizing transactions may include making short sales of common shares, which involves the sale by the underwriters of a greater number of common shares than they are required to purchase in this offering, and purchasing common shares on the open market to cover positions created by short sales. Short sales may be “covered” shorts, which are short positions in an amount not greater than the underwriters’ option to purchase additional common shares referred to above, or may be “naked” shorts, which are short positions in excess of that amount. The underwriters may close out any covered short position either by exercising their option to purchase additional common shares, in whole or in part, or by purchasing common shares in the open market. In making this determination, the underwriters will consider, among other things, the price of common shares available for purchase in the open market compared to the price at which the underwriters may purchase common shares through the option to purchase additional common shares. 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 the common shares in the open market that could adversely affect investors who purchase in this offering. To the extent that the underwriters create a naked short position, they will purchase common shares in the open market to cover the position.

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The underwriters have advised us that, pursuant to Regulation M of the Securities Act of 1933, they may also engage in other activities that stabilize, maintain or otherwise affect the price of the common shares, including the imposition of penalty bids. This means that if the representatives of the underwriters purchase common shares in the open market in stabilizing transactions or to cover short sales, the representatives can require the underwriters that sold those common shares as part of this offering to repay the underwriting discount received by them.

These activities may have the effect of raising or maintaining the market price of the common shares or preventing or retarding a decline in the market price of the common shares, and, as a result, the price of the common shares may be higher than the price that otherwise might exist in the open market. If the underwriters commence these activities, they may discontinue them at any time. The underwriters may carry out these transactions on Nasdaq, in the over-the-counter market or otherwise.

Prior to this offering, there has been no public market for our common shares. The initial public offering price will be determined by negotiations between us and the representatives of the underwriters. In determining the initial public offering price, we and the representatives of the underwriters expect to consider a number of factors including:

- the information set forth in this prospectus and otherwise available to the representatives;
- our prospects and the history and prospects for the industry in which we compete;
- an assessment of our management;
- our prospects for future earnings;
- the general condition of the securities markets at the time of this offering;
- the recent market prices of, and demand for, publicly traded common stock of generally comparable companies; and
- other factors deemed relevant by the underwriters and us.

Neither we nor the underwriters can assure investors that an active trading market will develop for our common shares, or that the common shares will trade in the public market at or above the initial public offering price.

Other than in the United States, no action has been taken by us or the underwriters that would permit a public offering of the securities offered by this prospectus in any jurisdiction where action for that purpose is required. The securities offered by this prospectus may not be offered or sold, directly or indirectly, nor may this prospectus or any other offering material or advertisements in connection with the offer and sale of any such securities be distributed or published in any jurisdiction, except under circumstances that will result in compliance with the applicable rules and regulations of that jurisdiction. Persons into whose possession this prospectus comes are advised to inform themselves about and to observe any restrictions relating to the offering and the distribution of this prospectus. This prospectus does not constitute an offer to sell or a solicitation of an offer to buy any securities offered by this prospectus in any jurisdiction in which such an offer or a solicitation is unlawful.

Certain of the underwriters and their affiliates have provided in the past to us and our affiliates and may provide from time to time in the future certain commercial banking, financial advisory, investment banking and other services for us and such affiliates in the ordinary course of their business, for which they have received and may continue to receive customary fees and commissions. In addition, from time to time, certain of the underwriters and their affiliates may effect transactions for their own account or the account of customers, and hold on behalf of themselves or their customers, long or short positions in our debt or equity securities or loans, and may do so in the future.

Notice to prospective investors in the European Economic Area

In relation to each Member State of the European Economic Area (each a “Member State”), no common shares have been offered or will be offered pursuant to the offering to the public in that Member State prior to the publication of a prospectus in relation to the common shares which has been approved by the competent authority in that Member State or, where appropriate, approved in another Member State and notified to the competent authority in that Member State, all in accordance with the Prospectus Regulation, except that offers of common shares may be made to the public in that Member State at any time under the following exemptions under the Prospectus Regulation:

- (a) to any legal entity which is a qualified investor as defined under the Prospectus Regulation;
- (b) to fewer than 150 natural or legal persons (other than qualified investors as defined under the Prospectus Regulation), subject to obtaining the prior consent of the underwriters; or
- (c) in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of common shares shall require us or any underwriter to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation and each person who initially acquires any common shares or to whom any offer is made will be deemed to have represented, acknowledged and agreed to and with each of the underwriters and the Company that it is a “qualified investor” within the meaning of Article 2(e) of the Prospectus Regulation. In the case of any common shares being offered to a financial intermediary as that term is used in the Prospectus Regulation, each such financial intermediary will be deemed to have represented, acknowledged and agreed that the common shares acquired by it in the offer have not been acquired on a non-discretionary basis on behalf of, nor have they been acquired with a view to their offer or resale to, persons in circumstances which may give rise to an offer of any common shares to the public other than their offer or resale in a Member State to qualified investors as so defined or in circumstances in which the prior consent of the underwriters have been obtained to each such proposed offer or resale.

For the purposes of this provision, the expression an “offer to the public” in relation to common shares in any Member State means the communication in any form and by any means of sufficient information on the *terms* of the offer and any common shares to be offered so as to enable an investor to decide to purchase or subscribe for any common shares, and the expression “Prospectus Regulation” means Regulation (EU) 2017/1129.

Notice to prospective investors in the United Kingdom

This prospectus has been prepared on the basis that any offer of our common shares in the United Kingdom, or the UK, will be made pursuant to an exemption from the obligation to publish a prospectus under section 85 of the Financial Services and Markets Act 2000, or the FSMA. Accordingly, any person making or intending to make an offer in the UK may only do so in circumstances in which no obligation arises for us or any of the underwriters to publish a prospectus pursuant to section 85 of the FSMA or supplement a prospectus pursuant to the UK Prospectus Regulation, in each case in relation to such offer. Neither we nor any of the underwriters have authorized, nor do we or they authorize, the making of any offer of our common shares in circumstances in which an obligation arises for us or any of the underwriters to publish or supplement a prospectus for such offer. Neither we nor any of the underwriters have authorized, nor do we or they authorize, the making of any offer of shares through any financial intermediary, other than offers made by the underwriters, which constitute the final placement of our common shares contemplated in this prospectus. The expression “UK Prospectus Regulation” means Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 in the United Kingdom.

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In relation to the UK, each underwriter has represented and agreed that it has not made and will not make an offer of our common shares which are the subject of the offering contemplated by this prospectus to the public in the UK, except that it may make an offer of such shares to the public in the UK:

- to any legal entity which is a qualified investor as defined in the UK Prospectus Regulation;
- to fewer than 150 natural or legal persons (other than qualified investors as defined in the UK Prospectus Regulation), subject to obtaining the prior consent of the representatives; or
- in any other circumstances falling within section 86 of the FSMA,

provided that no such offer of shares shall require us or any underwriters to publish a prospectus pursuant to section 85 of the FSMA or supplement a prospectus pursuant to Article 23 of the UK Prospectus Regulation.

For the purposes of this provision, the expression an offer of shares to the public in relation to any shares means the communication in any form and by any means of sufficient information on the terms of the offer and the shares to be offered so as to enable an investor to decide to purchase or subscribe for the shares.

Each underwriter has represented and agreed that:

- it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of our common shares in circumstances in which Section 21(1) of the FSMA does not apply to us; and
- it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to our common shares in, from or otherwise involving the United Kingdom.

Notice to prospective investors in Canada

The common shares may be sold only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of the common shares must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this prospectus (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to section 3A.3 of National Instrument 33-105 Underwriting Conflicts (NI 33-105), the underwriters are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

Notice to prospective investors in Switzerland

The common shares may not be publicly offered in Switzerland and will not be listed on the SIX Swiss Exchange ("SIX") or on any other stock exchange or regulated trading facility in Switzerland. This document does not

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constitute a prospectus within the meaning of, and 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 document nor any other offering or marketing material relating to the common shares or the offering may be publicly distributed or otherwise made publicly available in Switzerland.

Neither this document nor any other offering or marketing material relating to the offering, the Company, the common shares have been or will be filed with or approved by any Swiss regulatory authority. In particular, this document will not be filed with, and the offer of common shares will not be supervised by, the Swiss Financial Market Supervisory Authority FINMA (FINMA), and the offer of common shares 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 common shares.

Notice to prospective investors in Hong Kong

The common shares have not been offered or sold and will not be offered or sold in Hong Kong, by means of any document, other than (a) to “professional investors” as defined in the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong), or SFO, of Hong Kong and any rules made thereunder; or (b) in other circumstances which do not result in the document being a “prospectus” as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong), or CO, or which do not constitute an offer to the public within the meaning of the CO. No advertisement, invitation or document relating to the common shares has been or may be issued or has been or may be in the possession of any person for the purposes of issue, 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 to do so under the securities laws of Hong Kong) other than with respect to common shares which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” as defined in the SFO and any rules made thereunder.

Notice to prospective investors in Singapore

Each joint book-running manager has acknowledged that this prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each joint book-running manager has represented and agreed that it has not offered or sold any common shares or caused the common shares to be made the subject of an invitation for subscription or purchase and will not offer or sell any common shares or cause the common shares to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the common shares, whether directly or indirectly, to any person in Singapore other than:

- (a) to an institutional investor (as defined in Section 4A of the Securities and Futures Act (Chapter 289) of Singapore, as modified or amended from time to time, or the SFA) pursuant to Section 274 of the SFA;
- (b) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, 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
- (c) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

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Where the common shares are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- (d) a corporation (which is not an accredited investor (as defined in 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
- (e) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor, securities or securities-based derivatives contracts (each term as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the common shares pursuant to an offer made under Section 275 of the SFA except:
 - (i) to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;
 - (ii) where no consideration is or will be given for the transfer;
 - (iii) where the transfer is by operation of law;
 - (iv) as specified in Section 276(7) of the SFA; or
 - (v) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018.

Singapore SFA Product Classification—In connection with Section 309B of the SFA and the CMP Regulations 2018, unless otherwise specified before an offer of common shares, we have determined, and hereby notify all relevant persons (as defined in Section 309A(1) of the SFA), that the common shares are “prescribed capital markets products” (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

Notice to prospective investors in Japan

The common shares have not been and will not be registered pursuant to Article 4, Paragraph 1 of the Financial Instruments and Exchange Act. Accordingly, none of the common shares nor any interest therein may be offered or sold, directly or indirectly, in Japan or to, or for the benefit of, any “resident” of Japan (which term as used herein means 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 or for the benefit of a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Act and any other applicable laws, regulations and ministerial guidelines of Japan in effect at the relevant time.

Notice to prospective investors in the United Arab Emirates

The common shares have not been, and are not being, publicly offered, sold, promoted or advertised in the United Arab Emirates (including the Dubai International Financial Centre) other than in compliance with the laws of the United Arab Emirates (and the Dubai International Financial Centre) governing the issue, offering and sale of securities. Further, this prospectus does not constitute a public offer of securities in the United Arab Emirates (including the Dubai International Financial Centre) and is not intended to be a public offer. This prospectus has not been approved by or filed with the Central Bank of the United Arab Emirates, the Securities and Commodities Authority or the Dubai Financial Services Authority.

Notice to prospective investors in Israel

In the State of Israel this prospectus shall not be regarded as an offer to the public to purchase common shares under the Israeli Securities Law, 5728—1968, which requires a prospectus to be published and authorized by the Israel Securities Authority, if it complies with certain provisions of Section 15 of the Israeli Securities Law, 5728—1968, including, inter alia, if: (i) the offer is made, distributed or directed to not more than 35 investors, subject to certain conditions, or the Addressed Investors; or (ii) the offer is made, distributed or directed to certain qualified investors defined in the First Addendum of the Israeli Securities Law, 5728—1968, subject to certain conditions, or the “Qualified Investors”. The Qualified Investors shall not be taken into account in the count of the Addressed Investors and may be offered to purchase securities in addition to the 35 Addressed Investors. We have not and will not take any action that would require it to publish a prospectus in accordance with and subject to the Israeli Securities Law, 5728—1968. We have not and will not distribute this prospectus or make, distribute or direct an offer to subscribe for our common shares to any person within the State of Israel, other than to Qualified Investors and up to 35 Addressed Investors.

Qualified Investors may have to submit written evidence that they meet the definitions set out in of the First Addendum to the Israeli Securities Law, 5728—1968. In particular, we may request, as a condition to be offered common shares, that Qualified Investors will each represent, warrant and certify to us and/or to anyone acting on our behalf: (i) that it is an investor falling within one of the categories listed in the First Addendum to the Israeli Securities Law, 5728—1968; (ii) which of the categories listed in the First Addendum to the Israeli Securities Law, 5728—1968 regarding Qualified Investors is applicable to it; (iii) that it will abide by all provisions set forth in the Israeli Securities Law, 5728—1968 and the regulations promulgated thereunder in connection with the offer to be issued common shares; (iv) that the common shares that it will be issued are, subject to exemptions available under the Israeli Securities Law, 5728—1968: (a) for its own account; (b) for investment purposes only; and (c) not issued with a view to resale within the State of Israel, other than in accordance with the provisions of the Israeli Securities Law, 5728—1968; and (v) that it is willing to provide further evidence of its Qualified Investor status. Addressed Investors may have to submit written evidence in respect of their identity and may have to sign and submit a declaration containing, inter alia, the Addressed Investor's name, address and passport number or Israeli identification number.

Notice to prospective investors in Australia

This prospectus:

- (i) does not constitute a disclosure document or a prospectus under Chapter 6D.2 of the Corporations Act 2001 (Cth) (the “Corporations Act”);
- (j) has not been, and will not be, lodged with the Australian Securities and Investments Commission (“ASIC”), as a disclosure document for the purposes of the Corporations Act and does not purport to include the information required of a disclosure document for the purposes of the Corporations Act; and
- (k) may only be provided in Australia to select investors who are able to demonstrate that they fall within one or more of the categories of investors, available under section 708 of the Corporations Act (“Exempt Investors”).

The common shares may not be directly or indirectly offered for subscription or purchased or sold, and no invitations to subscribe for or buy the common shares may be issued, and no draft or definitive offering memorandum, advertisement or other offering material relating to any common shares may be distributed in Australia, except where disclosure to investors is not required under Chapter 6D of the Corporations Act or is otherwise in compliance with all applicable Australian laws and regulations. By submitting an application for the common shares, you represent and warrant to us that you are an Exempt Investor.

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As any offer of common shares under this document will be made without disclosure in Australia under Chapter 6D.2 of the Corporations Act, the offer of those securities for resale in Australia within 12 months may, under section 707 of the Corporations Act, require disclosure to investors under Chapter 6D.2 if none of the exemptions in section 708 applies to that resale. By applying for the common shares you undertake to us that you will not, for a period of 12 months from the date of issue of the common shares, offer, transfer, assign or otherwise alienate those common shares to investors in Australia except in circumstances where disclosure to investors is not required under Chapter 6D.2 of the Corporations Act or where a compliant disclosure document is prepared and lodged with ASIC.

Notice to prospective investors in China

This prospectus will not be circulated or distributed in the PRC and the common shares will not be offered or sold, and will not be offered or sold to any person for re-offering or resale directly or indirectly to any residents of the PRC except pursuant to any applicable laws and regulations of the PRC. Neither this prospectus nor any advertisement or other offering material may be distributed or published in the PRC, except under circumstances that will result in compliance with applicable laws and regulations.

Notice to prospective investors in Korea

The common shares have not been and will not be registered under the Financial Investments Services and Capital Markets Act of Korea and the decrees and regulations thereunder (the "FSCMA"), and the common shares have been and will be offered in Korea as a private placement under the FSCMA. None of the common shares may be offered, sold or delivered directly or indirectly, or offered or sold to any person for re-offering or resale, directly or indirectly, in Korea or to any resident of Korea except pursuant to the applicable laws and regulations of Korea, including the FSCMA and the Foreign Exchange Transaction Law of Korea and the decrees and regulations thereunder (the "FETL"). Furthermore, the purchaser of the common shares shall comply with all applicable regulatory requirements (including but not limited to requirements under the FETL) in connection with the purchase of the common shares. By the purchase of the common shares, the relevant holder thereof will be deemed to represent and warrant that if it is in Korea or is a resident of Korea, it purchased the common shares pursuant to the applicable laws and regulations of Korea.

Notice to prospective investors in Saudi Arabia

This document may not be distributed in the Kingdom of Saudi Arabia except to such persons as are permitted under the Offers of Securities Regulations as issued by the board of the Saudi Arabian Capital Market Authority ("CMA") pursuant to resolution number 2-11-2004 dated 4 October 2004 as amended by resolution number 1-28-2008, as amended (the "CMA Regulations"). The CMA does not make any representation as to the accuracy or completeness of this document and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of this document. Prospective purchasers of the securities offered hereby should conduct their own due diligence on the accuracy of the information relating to the securities. If you do not understand the contents of this document, you should consult an authorized financial adviser.

Notice to prospective investors in the Dubai International Financial Centre ("DIFC")

This document relates to an Exempt Offer in accordance with the Markets Rules 2012 of the Dubai Financial Services Authority ("DFSA"). This document is intended for distribution only to persons of a type specified in the Markets Rules 2012 of the DFSA. It must not be delivered to, or relied on by, any other person. The DFSA has no responsibility for reviewing or verifying any documents in connection with Exempt Offers. The DFSA has not approved this prospectus supplement nor taken steps to verify the information set forth herein and has no

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responsibility for this document. The securities to which this document relates may be illiquid and/or subject to restrictions on their resale. Prospective purchasers of the securities offered should conduct their own due diligence on the securities. If you do not understand the contents of this document, you should consult an authorized financial advisor.

In relation to its use in the DIFC, this document is strictly private and confidential and is being distributed to a limited number of investors and must not be provided to any person other than the original recipient, and may not be reproduced or used for any other purpose. The interests in the securities may not be offered or sold directly or indirectly to the public in the DIFC.

Notice to prospective investors in Bermuda

Common shares may be offered or sold in Bermuda only in compliance with the provisions of the Investment Business Act of 2003 of Bermuda which regulates the sale of securities in Bermuda. Additionally, non-Bermudian persons (including companies) may not carry on or engage in any trade or business in Bermuda unless such persons are permitted to do so under applicable Bermuda legislation.

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
Securities and Exchange Commission registration fee	\$ 13,450
FINRA filing fee	15,500
The Nasdaq Global Market listing fee	150,000
Printing and engraving expenses	400,000
Legal fees and expenses	2,100,000
Accounting fees and expenses	1,100,000
Miscellaneous costs	<u>221,050</u>
Total	<u>4,000,000</u>

* To be filed by amendment.

All amounts in the table are estimates except the SEC registration fee, the Nasdaq listing fee and the FINRA filing fee. We will pay all of the expenses of this offering.

Legal matters

We are being represented by Cooley LLP, with respect to certain legal matters as to United States federal securities and New York State law. The validity of our common shares and certain other matters of Dutch law will be passed upon for us by NautaDutilh N.V. with the address of Beethovenstraat 400, 1082 PR Amsterdam, the Netherlands. Certain legal counsel to the underwriters in connection with this offering are Davis Polk & Wardwell LLP, with respect to U.S. federal law, and De Brauw Blackstone Westbroek N.V., with respect to Dutch law.

Experts

The financial statements as of December 31, 2020 and 2019 and for each of the two years in the period ended December 31, 2020 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 Boschdijktunnel 10, 5611 AG Eindhoven, The Netherlands.

Enforcement of civil liabilities

We are incorporated under the laws of the Netherlands. In addition, substantially all of our assets are located outside the United States. The majority of our management and supervisory directors reside outside the United States.

As a result, it may not be possible for shareholders to effect service of process within the United States upon us or our directors and executive officers or to enforce judgments against us or them 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 directors and executive officers 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 of the date of this prospectus, the United States and the Netherlands do not have a treaty providing for the reciprocal recognition and enforcement of judgments, other than arbitration awards, in civil and commercial matters. With respect to choice of court agreements in civil or commercial matters, it is noted that the Hague Convention on Choice of Court Agreements entered into force for the Netherlands, but has not entered into force for the United States. Accordingly, a judgment rendered by a court in the United States, whether or not predicated solely upon U.S. securities laws, would not automatically be recognized and enforced by the competent Dutch courts. However, if a person has obtained a judgment rendered by a court in the United States that is enforceable under the laws of the United States and files a claim with the competent Dutch court, the Dutch court will in principle give binding effect to a foreign judgment if (i) the jurisdiction of the foreign court was based on a ground of jurisdiction that is generally acceptable according to international standards, (ii) the judgment by the foreign court was rendered in legal proceedings that comply with the Dutch standards of proper administration of justice including sufficient safeguards (*behoorlijke rechtspleging*), (iii) binding effect of such foreign judgment is not contrary to Dutch public order (*openbare orde*) and (iv) the judgment by the foreign court is not incompatible with a decision rendered between the same parties by a Dutch court, or with a previous decision rendered between the same parties by a foreign court in a dispute that concerns the same subject and is based on the same cause, provided that the previous decision qualifies for recognition in the Netherlands. Even if such a foreign judgement is given binding effect, a claim based thereon may, however, still be rejected if the foreign judgment is not or no longer formally enforceable.

Based on the lack of a treaty as described above, U.S. investors may not be able to enforce against us or our directors, 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.

Where you can find more information

We have filed with the SEC a registration statement (including amendments and exhibits to the registration statement) on Form F-1 under the Securities Act. This prospectus, which is part of the registration statement, does not contain all of the information set forth in the registration statement and the exhibits and schedules to the registration statement. For further information, we refer you to the registration statement and the exhibits and schedules filed as part of the registration statement. If a document has been filed as an exhibit to the registration statement, we refer you to the copy of the document that has been filed. Each statement in this prospectus relating to a document filed as an exhibit is qualified in all respects by the filed exhibit.

Upon consummation of this offering, we will become subject to the informational requirements of the Exchange Act. Accordingly, we will be required to file reports and other information with the SEC, including annual reports on Form 20-F and reports on Form 6-K. The SEC maintains an Internet website that contains reports and other information about issuers, like us, that file electronically with the SEC. The address of that website is www.sec.gov.

As a foreign private issuer, we are exempt under the Exchange Act from, among other things, the rules prescribing the furnishing and content of proxy statements, and our board members and principal shareholders are exempt from the reporting and short-swing profit recovery provisions contained in Section 16 of the Exchange Act. In addition, we will not be required under the Exchange Act to file periodic reports and financial statements with the SEC as frequently or as promptly as U.S. companies whose securities are registered under the Exchange Act.

We will send our transfer agent a copy of all notices of our general meetings of shareholders and other reports, communications and information that are made generally available to shareholders. The transfer agent has agreed to mail to all shareholders a notice containing the information (or a summary of the information) contained in any notice of a meeting of our shareholders received by the transfer agent and will make available to all shareholders such notices and all such other reports and communications received by the transfer agent.

Index to consolidated financial statements

Years ended December 31, 2020 and 2019

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Report of Independent Registered Public Accounting Firm

To the Board of Directors and Shareholders of LAVA Therapeutics B.V.

Opinion on the Financial Statements

We have audited the accompanying consolidated statements of financial position of LAVA Therapeutics B.V. and its subsidiary (the “Company”) as of December 31, 2020 and 2019, and the related consolidated statements of profit or loss and other comprehensive income (loss), changes in equity and cash flows for the two years in the period ended December 31, 2020, including the related notes (collectively referred to as the “consolidated financial statements”). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2020 and 2019, and the results of its operations and its cash flows for the two years in the period ended December 31, 2020 in conformity with International Financial Reporting Standards as issued by the International Accounting Standards Board.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company’s management. Our responsibility is to express an opinion on the Company’s consolidated financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits of these consolidated financial statements in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud.

Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ R.M.N. Admiraal RA

PricewaterhouseCoopers Accountants N.V.

Eindhoven, the Netherlands

March 2, 2021, except for the effects of the share splits discussed in Note 22 to the consolidated financial statements, as to which the date is March 18, 2021

We have served as the Company’s auditor since 2018, which includes periods before the Company became subject to SEC reporting requirements.

LAVA Therapeutics B.V.

Consolidated statements of profit or loss and other comprehensive income (loss)

(In thousands of euros, except share and per share amounts)

		For the Year ended December 31,	
	Notes	2020	2019
Revenue:			
Research and license revenue	4	€ 3,186	€ —
Total revenue		3,186	—
Operating expenses:			
Research and development	5	(13,639)	(7,470)
General and administrative	6	(2,344)	(1,111)
Total operating expenses		(15,983)	(8,581)
Operating loss		(12,797)	(8,581)
Interest expense, net	7	(294)	(78)
Foreign currency exchange loss, net	8	(458)	(16)
Total non-operating expenses		(752)	(94)
Loss before income tax		(13,549)	(8,675)
Income tax expense	9	(35)	—
Loss for the period		€ (13,584)	€ (8,675)
Foreign currency translation adjustment for the period		(347)	—
Total comprehensive loss for the period		€ (13,931)	€ (8,675)
Loss per share, in Euros			
Loss per share, basic and diluted	10	€ (34.04)	€ (19.38)
Weighted average common shares outstanding, basic and diluted		399,126	447,525

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

LAVA Therapeutics B.V.

Consolidated statements of financial position

(In thousands of euros)

		As of December 31,	
	Notes	2020	2019
Assets			
Non-current assets:			
Property and equipment, net	11	€ 906	€ 654
Right-of-use assets	12	311	370
Other non-current assets and security deposits		626	26
Total non-current assets		1,843	1,050
Current assets:			
Trade receivables and other		929	61
Prepaid expenses and other current assets		95	55
Deferred offering costs		661	—
VAT receivable		274	134
Cash and cash equivalents	13	12,881	6,544
Total current assets:		14,840	6,794
Total assets		€ 16,683	€ 7,844
Equity and Liabilities			
Equity			
Share capital		—	—
Share premium	14	€ 35,159	€ 17,066
Equity-settled employee benefits reserve		801	324
Foreign currency translation reserve		(347)	—
Accumulated deficit		(29,406)	(12,179)
Total equity		6,207	5,211
Non-current liabilities			
Deferred revenue		1,480	—
Lease liabilities	12	221	211
Borrowings	15	2,935	1,134
Total non-current liabilities		4,636	1,345
Current liabilities			
Trade payables and other	16	760	376
Lease liabilities	12	168	229
Deferred revenue		3,550	—
Accrued expenses and other current liabilities	17	1,362	683
Total current liabilities		5,840	1,288
Total liabilities		10,476	2,633
Total equity and liabilities		€ 16,683	€ 7,844

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

LAVA Therapeutics B.V.

Consolidated statements of changes in equity

(In thousands of euros, except for share amounts)

	Note	Preference							Share capital	Equity-settled employee benefits reserves	Foreign currency translation reserve	Accumulated losses	Total
		Series A shares	Series A Share premium	Series B shares	Series B Share premium	Series C shares	Series C Share premium	Common share shares					
Balance at January 1, 2019		1,755,845	€ 1,065	3,899,766	€ 16,001	—	—	447,525	0	€ 151	—	€ (3,504)	€ 13,713
Loss for the period		—	—	—	—	—	—	—	—	—	—	€ (8,675)	€ (8,675)
Share-based compensation expense	18	—	—	—	—	—	—	—	—	173	—	—	173
Balance at December 31, 2019		<u>1,755,845</u>	<u>€ 1,065</u>	<u>3,899,766</u>	<u>€ 16,001</u>	<u>—</u>	<u>—</u>	<u>447,525</u>	<u>0</u>	<u>€ 324</u>	<u>—</u>	<u>€ (12,179)</u>	<u>€ 5,211</u>
Loss for period		—	—	—	—	—	—	—	—	—	—	€ (13,584)	€ (13,584)
Issuance of Series C Preferred shares, net of issuance costs of €544		—	—	—	—	4,133,805	18,529	—	0	—	—	—	18,529
Series A Preferred and common shares repurchase		(718,250)	(436)	—	—	—	—	(165,750)	(0)	—	—	(3,643)	(4,079)
Share-based compensation expense	18	—	—	—	—	—	—	—	—	477	—	—	477
Foreign currency translation adjustment		—	—	—	—	—	—	—	—	—	(347)	—	(347)
Balance at December 31, 2020		<u>1,037,595</u>	<u>€ 629</u>	<u>3,899,766</u>	<u>€ 16,001</u>	<u>4,133,805</u>	<u>€ 18,529</u>	<u>281,775</u>	<u>0</u>	<u>€ 801</u>	<u>€ (347)</u>	<u>€ (29,406)</u>	<u>€ 6,207</u>

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

LAVA Therapeutics B.V.

Consolidated statements of cash flows

(In thousands of euros)

	Notes	For the Year ended December 31,	
		2020	2019
Cash flows from operating Activities			
Loss before income tax		€ (13,549)	€ (8,675)
Adjusted for:			
Depreciation and amortization of non-current assets		185	90
Foreign currency exchange loss, net		458	—
Depreciation and amortization of right-of-use assets	12	217	143
Share-based compensation expense	18	477	173
Income tax expense		(35)	—
Changes in working capital:			
Trade receivables and other		(868)	33
VAT receivable		(140)	39
Other assets		(640)	73
Trade accounts payable and other	16	230	(169)
Deferred offering costs		(263)	—
Deferred revenue		5,030	—
Other liabilities	17	435	578
Net cash used in operating activities		(8,463)	(7,715)
Cash flows from investing activities			
Purchase of property and equipment	11	(437)	(724)
Change in restricted cash		—	(26)
Net cash used in investing activities		(437)	(750)
Cash flows from financing activities			
Proceeds from Series C financing, net		18,529	—
Payment of Series A preferred and common shares repurchased		(4,079)	—
Proceeds from borrowings	15	1,801	1,134
Payment of principal portion of lease liabilities		(209)	(86)
Net cash provided by financing activities		16,042	1,048
Net increase (decrease) in cash and cash equivalents		7,142	(7,417)
Cash and cash equivalents at the beginning of year	13	€ 6,544	€13,961
Effects of exchange rate changes on the balance of cash held in foreign currencies		(805)	—
Cash and cash equivalents at end of the period	13	€ 12,881	€ 6,544
Supplemental schedule of noncash investing and financing activities:			
Deferred offering costs in accounts payable and accrued expenses		€ 398	—

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

LAVA Therapeutics B.V.

Notes to consolidated financial statements

For the years ended December 31, 2020 and December 31, 2019

(In thousands of euros, unless otherwise stated)

1. Corporate information

LAVA Therapeutics B.V., or the Company, which was founded in 2016, is a private limited company incorporated and domiciled in the Netherlands. The Company's registered office is Yalelaan 60, 3584CM in Utrecht. The Company is registered at the Chamber of Commerce under number 65335740.

The Company's subsidiary, LAVA Therapeutics, Inc., which was founded in 2019, is incorporated in the United States.

The Company and its subsidiary, or the Group, are a biotechnology company focused on transforming cancer treatment by developing a platform of novel bispecific antibodies engineered to selectively induce gamma-delta T cell-mediated immunity against tumor cells. The Group's approach activates a specific and relatively abundant gamma-delta effector T cell subset called Vg9Vd2 T cells. These cells can naturally distinguish tumor cells from healthy cells through their ability to sense certain intracellular metabolites that are enriched in cancer cells. Vg9Vd2 T cell activation and killing of patient-derived tumor cells by the Group's gamma-delta bsTCEs is potent and specific thereby providing a significant opportunity to deliver therapeutics to patients. The Group is currently advancing a pipeline of multiple gamma-delta bsTCEs for the potential treatment of both hematologic and solid malignancies.

The consolidated financial statements of LAVA Therapeutics B.V. were authorized for issue by the Company's board of directors on March 2, 2021, except for the share splits discussed in Note 22 to the consolidated financial statements, as to which the date is March 18, 2021.

2. Summary of significant accounting policies

The principal accounting policies applied in the preparation of these consolidated financial statements are included below. These policies have been consistently applied to all of the years presented, unless otherwise stated.

(a) Basis of preparation

The consolidated financial statements of the Group have been prepared in accordance with and comply with International Financial Reporting Standards, or IFRS, as issued by the International Accounting Standards Board, or IASB.

The consolidated financial statements of the Group have been prepared on a historical cost basis.

The preparation of the consolidated financial statements in conformity with IFRS requires the application of certain critical accounting estimates. It also requires management to exercise its judgment in the process of applying the accounting policies. The areas involving a greater degree of judgment or complexity, or areas in which assumptions and estimates are significant to the consolidated financial statements, are disclosed in note 3.

Going concern

These consolidated financial statements have been prepared by management on the assumption that the Group will be able to continue as a going concern, which presumes that the Group will, for the foreseeable future, be able to realize its assets and discharge its liabilities in the normal course of business.

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Through December 31, 2020, the Group funded its operations with proceeds from sales of equity financings, collaboration and licensing agreements, government grants and borrowings under various agreements. Since inception the Group has incurred recurring net losses.

As of December 31, 2020, the Group had an accumulated deficit of €29.4 million. The group expects to continue to generate operating losses in the foreseeable future. The Group expects that its cash and cash equivalents of €12.9 million as of December 31, 2020 and the committed equity financing of cumulative preference C shares or, the Series C Preferred, of €47.2 million, which will consist of net proceeds from the remaining two tranches, will be sufficient to fund its operating expenses and capital expenditure requirements for at least twelve months following the issuance of these financial statements.

Cash requirements and cash resource needs will vary significantly depending upon the amount and related timing of expenditures required to complete ongoing development and pre-clinical and clinical testing of products as well as regulatory efforts and collaborative arrangements necessary for the Group's products that are currently under development.

The Group will continue to seek financing to fund expansion of its operations, including but not limited to, further development of its products and services and efforts to meet regulatory requirements in the United States and other countries. The Group relies on capital raises to fund its future growth until which time it derives meaningful revenues through commercial product sales or strategic partnerships to provide the necessary cash flows to support its cost structure. The Group is actively exploring various options to secure financing and improve its financial position. The Group would consider exploring potential strategic partnerships, which could provide a capital infusion to the Group. There is no assurance, however, that the Group will complete any of these arrangements or obtain them on terms and conditions favorable to the Group.

The future viability of the Group beyond that point is dependent on its ability to generate revenue and positive cash flows by obtaining equity and/or borrowings financing to fund future operations.

The following matters have been considered by management in determining the appropriateness of the going concern basis of preparation in these consolidated financial statements:

Financing

In September 2020, the Group closed an oversubscribed financing of preference C shares (or, the Series C Preferred) that yielded gross proceeds of €71.0 million and net €61.6 million, to fund the advancement of our pipeline and platform. See Note 14 for further details.

Research and license revenue

In May 2020, the Group entered into a research and license agreement with Janssen Biotech, Inc., or, the Janssen Agreement. The Group's performance obligations under the terms of this agreement include discovery, research and certain early pre-clinical development of bispecific antibodies. Payments to the Group include a non-refundable upfront payment, payments based upon the achievement of defined development and commercial milestones, and tiered-royalties on product sales under the agreement.

The Group evaluates its research and license agreement in accordance with IFRS 15 *Revenue from contracts with customers*. IFRS 15 requires a five-stage approach, including (i) identification of the contract; (ii) identification of performance obligations; (iii) determination of the transaction price; (iv) allocation of the transaction price; and (v) recognition of revenue.

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Upfront payment

The non-refundable upfront payment received by the Group under the Janssen Agreement was recorded as deferred revenue. Such amounts are recognized on a straight-line basis over 24 months, the term of the agreement.

Development milestones

The Janssen Agreement includes milestone payments that are triggered by the achievement of predefined milestones. These milestone payments represent variable consideration that are not initially recognized within the transaction price. Revenue from milestones will be recognized at the time the specified milestone events have been achieved.

Sales milestones and royalty payments

The Janssen Agreement also includes certain sales-based milestone and royalty payments upon successful commercialization of a licensed product. In accordance with IFRS 15, the Company recognizes revenues from sales-based milestone and royalty payments at the later of (i) the occurrence of the subsequent sale; or (ii) the performance obligation to which some or all of the sales-based milestone or royalty payments has been allocated or has been satisfied. The Group anticipates recognizing these milestones and royalty payments if and when subsequent sales are generated from a licensed product by Janssen.

COVID-19

In March 2020, the COVID-19 virus caused a worldwide pandemic. Although the short- and long-term effects of this pandemic is unknown, management expects that the Group business operations can be directly or indirectly impacted by this situation. Currently there are no significant impacts on our operations, but we acknowledge there are risks and uncertainties with respect to:

- Availability of supplies and equipment for our laboratories
- Availability of staff
- Start dates of clinical trials due to risks of opening clinical sites and patient recruitment
- Fundraising and access to the capital market

Management closely monitors the situation and, to its best ability, is focusing on mitigating measures and contingency plans to limit and prevent any potential impact on our business operations as much as possible. However, the full impact of the COVID-19 outbreak continues to evolve as of the date of issuance of these financial statements. As such, it is uncertain as to the full magnitude that the pandemic will have on the Group's financial condition, liquidity, and future results of operations.

(b) Basis of consolidation

The consolidated financial statements comprise the financial statements of the Group as December 31, 2020 and 2019. Subsidiaries are all entities over which the Group has control. Control is achieved when the Group is exposed to, or has rights to, variable returns from its involvement with the entity and has the ability to affect those returns through its power over the entity. Subsidiaries are consolidated from the date on which control over the subsidiary is transferred to the Group and are deconsolidated from the date that control over the subsidiary ceases.

When necessary, adjustments are made to the financial statements of subsidiaries to bring their accounting policies into line with the Group's accounting policies. All intragroup assets and liabilities, equity, income, expenses, and cash flows relating to transactions between members of the Group are eliminated in full on consolidation.

c) Foreign currency

Items included in the financial statements of each of the Group's entities are measured using the currency of the primary economic environment in which the entity operates. The Group's consolidated financial statements are presented in Euro, or EUR, which is the Group's functional currency.

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 are recognized within foreign currency exchange loss, net, in the consolidated statements of profit or loss and other comprehensive income (loss). Foreign exchange gains and losses resulting from the transaction of monetary assets and liabilities denominated in foreign currencies at year-end exchange rates are recognized within foreign currency translation adjustment in the consolidated statements of profit or loss and other comprehensive income (loss).

The results and financial position of all of the Group entities that have functional currency different from the presentation currency are translated into Euro as follows:

- Monetary assets and liabilities are translated at the closing rate at the reporting date; and
- Income and expenses for each statement of profit or loss or other are translated at average exchange rates.

d) Segment information

In accordance with IFRS, the Group's business activities are organized into one reportable segment, which is consistent with the basis of the internal reports that the management regularly reviews in allocating resources and assessing performance.

e) Research and development expenses

The Group expenses research and development expenses as incurred and does not capitalize them pursuant to IAS 38, *Intangible Assets*. The Group's research and development expenses consist primarily of costs incurred in performing research and development activities, including personnel-related expenses such as salaries, share-based compensation and benefits, facility costs, depreciation and external costs of outside vendors engaged to conduct preclinical and clinical development activities. The Group accounts for a governmental R&D payroll tax subsidy from Wet Bevordering Speuren Ontwikkelingswerk or (WBSO) as a reduction from the research and development personnel-related expenses.

f) General and administrative expenses

The Group's general and administrative expenses consist of personnel-related expenses for employees involved in general corporate functions, including accounting, finance, tax, legal and human relations, costs associated with outside professional fees such as legal counsel and auditors, costs associated with use by these functions of facilities and equipment, such as depreciation expenses, premises maintenance expenses and other general corporate expenses. General and administrative expenses are expensed as incurred.

g) Share-based awards

Share options granted to employees and consultants providing similar services are measured at the grant date fair value of the equity instruments granted. The grant date fair value is determined through the use of an option-pricing model considering the following variables:

- a) the exercise price of the option;
- b) the expected life of the option;
- c) the current value of the underlying shares;
- d) the expected volatility of the share price;
- e) the dividends expected on the shares; and
- f) the risk-free interest rate for the life of the option.

The Group issues equity-settled share-based awards and accounts for these awards in accordance with IFRS 2, *Share-based Payments*. For the Group's share option plans, management's judgement is that the Black-Scholes valuation formula is the most appropriate methods for determining the fair value of the Group's share options considering the terms and conditions attached to the grants made and to reflect exercise behavior. Since the Group is a private company, there is no published share price information available. Consequently, the Group needs to estimate the fair value of its shares and the expected volatility of that share value. These assumptions and estimates are further discussed in note 18 to the financial statements.

The result of the share option valuations and the related compensation expense that is recognized for the respective vesting periods during which services are received is dependent on the model and input parameters used. Even though management considers the fair values reasonable and defensible based on the methodologies applied and the information available, others might derive a different fair value for the Group's share options.

h) Employee benefits

The Group provides defined contribution plans to its employees. Contributions to defined contribution plans are expensed when employees provide services. The Group has no further payment obligations once the contributions have been paid. The Group's post-employment schemes do not include any defined benefit plans.

i) Income taxes

Income tax expense comprises current and deferred tax. It is recognized in profit or loss except to the extent that it relates to a business combination, or items recognized directly in equity or in other comprehensive income. Current tax comprises the expected tax payable or receivable on the taxable income or loss for the year and any adjustment to tax payable or receivable in respect of previous years. It is measured using tax rates enacted or substantively enacted at the reporting date. Current tax also includes any tax arising from dividends. Current tax assets and liabilities are offset only if certain criteria are met.

Deferred tax is recognized in respect of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for taxation purposes. Deferred tax is not recognized for:

- temporary differences on the initial recognition of assets or liabilities in a transaction that is not a business combination and that affects neither accounting nor taxable profit or loss;

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- temporary differences related to investments in subsidiaries, associates, and joint arrangements to the extent that the group is able to control the timing of the reversal of the temporary differences and it is probable that they will not reverse in the foreseeable future; and
- taxable temporary differences arising on the initial recognition of goodwill.

Deferred tax assets are recognized for unused tax losses, unused tax credits and deductible temporary differences to the extent that it is probable that future taxable profits will be available against which they can be used. Deferred tax assets are reviewed at each reporting date and are reduced to the extent that it is no longer probable that the related tax benefit will be realized; such reductions are reversed when the probability of future taxable profits improves.

Unrecognized deferred tax assets are reassessed at each reporting date and recognized to the extent that it has become probable that future taxable profits will be available against which they can be utilized.

Deferred tax is measured at the tax rates that are expected to be applied to temporary differences when they reverse, using tax rates enacted or substantively enacted at the reporting date.

The measurement of deferred tax reflects the tax consequences that would follow from the manner in which the Group expects, at the reporting date, to recover or settle the carrying amount of its assets and liabilities.

j) Cash and cash equivalents

Cash and cash equivalents in the consolidated statements of financial position comprise of cash at banks and on hand and short-term deposits with a maturity of three months or less, which are subject to an insignificant risk of changes in value.

For the purposes of the consolidated statements of cash flows, cash and cash equivalents consist of cash and short-term deposits, as defined above, net of outstanding bank overdrafts.

k) Property, plant, and equipment

Property, plant, and equipment are stated at cost less accumulated depreciation and accumulated impairment losses, if any. The cost of an item of property, plant and equipment is recognized as an asset if it is probable that future economic benefits associated with the item will flow to the entity and the cost of the item can be measured reliably.

Property, plant, and equipment include major expenditures for new assets, improvements and replacement assets that extend the useful lives of assets or increase their revenue-generating capacities. Repair and maintenance costs are expensed as incurred.

Depreciation is calculated on a straight-line basis over the estimated useful lives of the assets, as follows:

Building improvements	10
Laboratory equipment	5
Office equipment	5
Information and communication equipment (ICT)	5

Depreciation of property, plant and equipment used for Laboratory equipment and ICT equipment is included within Research and development expenses in the consolidated statement of profit or loss and other comprehensive income (loss). Depreciation of all other property, plant and equipment is allocated between Research and development and General and administrative expenses based on headcount.

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The carrying amount of an item of property, plant and equipment is derecognized on disposal, or when no future economic benefits are expected from its use or disposal. The gain or loss arising from the derecognition of an item of property, plant, and equipment (calculated as the difference between the net disposal proceeds and the carrying amount of the asset) is included in "Gain / (loss) on disposal of non-current assets, net" in the consolidated statement of profit or loss and other comprehensive income (loss) when the asset is derecognized.

Management of the Group reviews the carrying amount of property, plant, and equipment for impairment when there is an indication that the carrying amount may exceed the expected recoverable amount.

l) Impairment of long-lived assets

Assets that are subject to depreciation or amortization are reviewed for impairment whenever events or changes in circumstances indicate that the carrying value may not be recoverable. An impairment loss is recognized in the consolidated statements of profit or loss and other comprehensive income (loss) consistent with the function of the assets, 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 of disposal and value in use. For the purposes of assessing impairment, assets are grouped at the lowest levels for which there are largely independent cash inflows. Prior impairments of non-financial assets (other than goodwill) are reviewed for possible reversal each reporting period.

m) Provisions

Provisions are recognized when the Group has a present obligation (legal or constructive) as a result of a past event, it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation, and a reliable estimate can be made of the amount of the obligation. Provisions are reviewed at the end of each reporting period and adjusted to reflect the current best estimate. If it is no longer probable that an outflow of resources embodying economic benefits will be required to settle the obligation, the provision is reversed.

n) Value added tax

Expenses and assets are recognized net of the amount of value added tax, or VAT, except when the VAT incurred on a purchase of assets or services is not recoverable from the taxation authority, in which case the VAT is recognized as part of the cost of acquisition of the asset or as part of the expense item.

The net amount of the VAT recoverable from, or payable to, the taxation authority is included as part of receivables or payables in the consolidated statements of financial position.

o) Financial instruments

(i) Financial assets

The Group's financial assets are comprised of cash and cash equivalents, trade and other receivables, security deposits other current and non-current assets. All financial assets are recognized initially at fair value plus transaction costs that are attributable to the acquisition of the financial asset. Purchases and sales of financial assets are recognized on the settlement date; the date that the Group receives or delivers the asset. The Group classifies its financial assets primarily as cash and cash equivalents and receivables. Receivables are non-derivative financial assets, with fixed or determinable payments that are not quoted in an active market. They are included in current assets.

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Financial assets are derecognized when the rights to receive cash flows from the asset have expired, or the Group has transferred its rights to receive cash flows from the asset or has assumed an obligation to pay the received cash flows in full.

(ii) **Financial liabilities**

The Group's financial liabilities are comprised of trade and other payables, lease liabilities, and borrowings. All financial liabilities are recognized initially at fair value.

After initial recognition, borrowings are subsequently measured at amortized cost using the effective interest method. The effective interest method amortization is included in finance costs in the consolidated statements of profit or loss and other comprehensive income (loss).

Payables and borrowings are classified as current liabilities unless the Group has an unconditional right to defer settlement of the liability for at least 12 months after the reporting date.

Financial liabilities are derecognized when the obligation under the liability is discharged, cancelled, or expires.

(iii) **Fair value measurements**

The Group does not hold any financial assets and financial liabilities other than those measured at amortized cost. Management assessed that the carrying values of the Group's financial assets and financial liabilities measured at amortized cost are a reasonable approximation of their fair values.

p) **Leases**

The Group is party to lease contracts relating to laboratory and office facilities located in the Netherlands and the U.S.

(i) **Right-of-use assets**

The Group recognizes right-of-use assets at the commencement date of the lease (i.e., the date the underlying asset is available for use). Right-of-use assets are measured at cost, less any accumulated depreciation and impairment losses, and adjusted for any remeasurement of lease liabilities. The recognized right-of-use assets are depreciated on a straight-line basis over the shorter of its estimated useful life and the lease term. Right-of-use assets are subject to impairment.

(ii) **Lease liabilities**

At the commencement date of the lease, the Group recognizes lease liabilities measured at the present value of lease payments to be made over the lease term. The lease payments include fixed payments (including in substance fixed payments) less any lease incentives receivable, variable lease payments that depend on an index or a rate, and amounts expected to be paid under residual value guarantees.

In calculating the present value of lease payments, the Group uses the incremental borrowing rate at the lease commencement date if the interest rate implicit in the lease is not readily determinable. After the commencement date, the amount of lease liabilities is increased to reflect the accretion of interest and reduced for the lease payments made. In addition, the carrying amount of lease liabilities is remeasured if there is a modification, a change in the lease term, a change in the in-substance fixed lease payments or a change in the assessment to purchase the underlying asset.

3. Significant accounting judgments, estimates and assumptions

The preparation of the Group's consolidated financial statements requires management to make judgements, estimates and assumptions that affect the reported amounts of revenues, expenses, assets, liabilities, and equity in the consolidated financial statements and the accompanying disclosures. Estimates and judgments are based on historical experience and other factors, including expectations of future events, and are continually evaluated. Uncertainty about these assumptions and estimates could result in outcomes that require a material adjustment to the carrying amount of assets or liabilities affected in future periods.

Judgments

In the process of applying the Group's accounting policies, management has made the following judgments, which have the most significant effect on the amounts recognized in the consolidated financial statements:

Deferred tax assets

Deferred tax assets have not been recognized in respect of tax losses, because the Group has no history of generating taxable profits and at the statement of financial position date, there is no convincing evidence that sufficient taxable profit will be available against which the tax losses can be utilized.

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 Innovation Box. Profits from self-developed qualifying intangible assets are effectively subject to a 7% income tax rate for 2020 and 9% income tax rate for 2021 and future years, instead of the general headline rate of 25%. Lava Therapeutics B.V. believes it qualifies for the Innovation Box and is in this respect currently in a process for obtaining advance certainty from the Dutch tax authorities.

Estimates and assumptions

The key assumptions concerning the future and other key sources of estimation uncertainty at the reporting date, that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year, are described below. The Group based its assumptions and estimates on parameters available when the consolidated financial statements were prepared. Existing circumstances and assumptions about future developments, however, may change due to market changes or circumstances arising that are beyond the control of the Group. Such changes are reflected in the assumptions when they occur.

New standards, interpretations and amendments adopted by the Group

The Group adopted the following standards, interpretations, or amendments as of January 1, 2020, none of which had a significant impact on the Group's financial statements:

- Amendment to IFRS 3: Definition of a Business.
- Amendments to IAS 1 and IAS 8: Definition of Material.
- Amendments to References to Conceptual Framework in IFRS Standards.
- Amendments to IFRS 9, IAS 39 and IFRS 7: Interest Rate Benchmark Reform (Phase 1).

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The Group has not early adopted any standards, interpretations or amendments that have been issued, but are not yet effective. The Group intends to adopt these new and amended standards and interpretations, if applicable, when they become effective. The following amended standards and interpretations are not expected to have a significant impact on the Group's financial statements:

- Amendments to IFRS 9, IAS 39 and IFRS 7: Interest Rate Benchmark Reform (Phase 2).
- Amendments to IFRS 17: Insurance Contracts.

4. Revenue

Research and license agreement

In May 2020, the Group entered into the Janssen Agreement. As part of the Janssen Agreement, the Group received a non-refundable upfront payment of €7.4 million. As of December 31, 2020, there was €5.0 million of unearned income related to this payment. The revenue has been recognized for eight months beginning in May 2020. The unearned income is being recognized as revenue on a straight-line basis over the remaining 16-month term of the research activities under the Janssen Agreement. The Janssen Agreement includes research, development and commercial milestones, which would initiate additional milestone payments. The Group is entitled to receive tiered royalties based on commercial sales levels from low to mid-single digit percentages of net sales of licensed products. Royalties are payable on a licensed product-by-licensed product and country-by-country basis beginning with the first commercial sale of such licensed product in such country of sale and expiring ten years after such sale, subject to specified and capped reductions for the market entry of biosimilar products, loss of patent coverage of licensed products, and for payments owed to third parties for additional rights necessary to commercialize licensed products in the territory and expires ten (10) years after such sale. The Group is eligible to receive a research milestone and further payments upon the achievement of certain development and commercial milestones.

Upfront payment

The Group's deferred revenue balance relates to amounts received, but not yet earned under the Janssen Agreement. The following table presents changes in the deferred revenue balance:

(euros, in thousands)	
Balance at January 1, 2020	—
Deferral of revenue	(7,397)
Recognized during the period	2,367
Balance at December 31, 2020	(5,030)

Development milestones

In December 2020, the Group achieved the first Research Milestone, as defined in the Janssen Agreement, triggering a milestone payment of €0.8 million.

Revenue for the year ended December 31, 2020 was €3.2 million, which consisted of €2.4 million related to the upfront payment and €0.8 million related to the development milestones. No revenue was recognized in December 31, 2019.

5. Research and development expenses

Research and development expenses include the following categories:

(euros, in thousands)	For the Year Ended December 31,	
	2020	2019
Personnel-related expenses	1,969	1,305
Pre-clinical and clinical trial expenses	10,028	4,594
Research and development activities expenses	917	1,351
Share-based compensation expense	187	163
Facilities and other research and development expenses	538	57
	13,639	7,470

6. General and administrative expenses

General and administrative expenses include the following categories:

(euros in thousands)	For the Year Ended December 31,	
	2020	2019
Personnel-related expenses	1,168	393
Professional and consultant fees	565	608
Facilities, fees, and other related costs	321	100
Share-based compensation expense	290	10
	2,344	1,111

7. Interest expense, net

(euros in thousands)	For the Year Ended December 31,	
	2020	2019
Interest expense on borrowings	219	12
Interest expense related to leases	75	66
	294	78

8. Foreign currency exchange loss, net

Foreign currency exchange loss, net was primarily due to the foreign currency cash position held by the Netherlands parent as well as transactions with partners and vendors denominated in currencies other than the euro. Foreign currency exchange loss for the year ended December 31, 2020 and, 2019 were €458 thousand and €16 thousand, respectively.

9. Taxation

The Group is subject to income taxes in the Netherlands and the United States.

Netherlands

No tax charge or income was recognized during the reporting periods since the Group is in a loss-making position and has a history of losses. As at December 31, 2020 the Group has Dutch tax loss carry-forwards of €24.9 million. The 2020 taxable amounts are not final as the 2020 Dutch corporate income tax return is still in draft. The 2019 Dutch corporate income tax return is final but has not been filed yet.

As a result of the Dutch corporate income tax law, tax loss carryforwards are subject to a time limitation of six years. However, tax-losses incurred up to and including the 2018 tax year, can be set-off against any profit in the nine following years:

(euros in thousands) Year	Loss per year	Expiration per year
2016	€ 71	2025
2017	779	2026
2018	2,491	2027
2019	8,440	2025
2020	13,104	2026
	€ 24,885	

On the basis of the draft 2020 annual accounts according to IFRS, there are accounting-to-tax differences of €0.5 million. These differences relate to the IFRS 16 lease amounts and expenses which were treated as non-deductible for Dutch corporate income tax purposes and non-deductible share-based payments and other non-deductible mixed expenses of €0.5 million. On the basis of the 2019 annual accounts according to IFRS, there are accounting-to-tax differences of €0.3 million. These differences relate to the IFRS 16 lease amounts and expenses which were treated as non-deductible for Dutch corporate income tax purposes of €0.1 million and non-deductible share-based payments and other non-deductible mixed expenses of €0.2 million.

Up to and including 2020, deferred income tax assets and liabilities are only recognized for temporary differences in relation to the IFRS 16 lease assets and liabilities.

Deferred income tax assets can also be recognized for tax losses to the extent that the realization of the related tax benefit through future taxable profits is probable. The Group recognizes deferred tax assets arising from unused tax losses or tax credits only to the extent 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 the Group. Management concluded that there is not sufficient probability as per IAS 12, *Income Taxes*, that there will be future taxable profits available in the foreseeable future against which the unused tax losses can be used; therefore, a deferred tax asset has not been recognized.

The statute of limitation in the Netherlands is five years, starting from the day after the end of the tax year and any extensions granted for filing the corporate income tax returns. The tax authorities are allowed to audit years for which a final assessment has already been imposed. Since inception was in 2016, all tax years are currently open for an audit by the Dutch tax authorities.

United States

A minimal tax charge was recognized during the reporting periods due to the U.S. profitable position. The activities of Lava Therapeutics, Inc. are limited and regard only to the CEO and CMO for Lava Therapeutics B.V. who are both domiciled in the United States. The remuneration of Lava Therapeutics, Inc. is based on the costs incurred for the services rendered including a profit mark-up.

10. Earnings per share (EPS)

Basic EPS is calculated by dividing the profit/(loss) for the period attributable to common equity holders of the parent by the weighted average number of common shares outstanding during the period.

Diluted EPS is calculated by dividing the profit/(loss) attributable to common equity holders of the parent (after adjusting for the effect of dilution) by the weighted average number of common shares outstanding after adjustments for the effects of all dilutive potential common shares.

At December 31, 2020 and 2019, outstanding share-based awards were excluded from the diluted weighted average number of common shares calculation because their effect would have been anti-dilutive.

The following table reflects the loss and share data used in the basic and diluted EPS calculations:

(euros, in thousands except per share data)	For the Year Ended December 31,	
	2020	2019
Loss attributable to the parent entity	€ (13,584)	€ (8,675)
Loss attributable to common equity holders of the parent entity	€ (13,584)	€ (8,675)
Weighted average number of common shares	399,126	447,525
Basic and diluted loss per share	€ (34.04)	€ (19.38)

11. Property, plant and equipment

Movements in property, plant and equipment were as follows:

(euros, in thousands)	Building improvements	Laboratory equipment	Office equipment	ICT equipment	Total
Cost					
Balance at January 1, 2019	—	—	—	21	21
Additions	36	613	28	47	724
Balance at December 31, 2019	36	613	28	68	745
Additions	55	333	4	45	437
Balance at December 31, 2020	91	946	32	113	1,182
Accumulated depreciation					
Balance at January 1, 2019	—	—	—	1	1
Charge for the year	1	79	3	7	90
Balance at December 31, 2019	1	79	3	8	91
Additions	6	158	5	16	185
Balance at December 31, 2020	7	237	8	24	276
Carrying amounts					
Balance at December 31, 2019	€ 35	€ 534	€ 25	€ 60	€ 654
Balance at December 31, 2020	€ 84	€ 709	€ 24	€ 89	€ 906

12. Leases

The following table provides information about the Group's right-of-use assets:

(euros, in thousands)	
Balance at January 1, 2019	58
Additions	455
Depreciation charges	(143)
Balance at December 31, 2019	370
Additions	158
Depreciation charges	(217)
Balance at December 31, 2020	311

The following table provides information about the maturities of the Group's lease liabilities at December 31, 2020:

(euros, in thousands)	
Year	
2021	211
2022	233
Total lease commitments	444
Less: imputed lease interest	(55)
Total lease liabilities	389
Current portion	168
Non-current portion	221

The average incremental borrowing rate applied to the lease liabilities was 15.6% during the years ended December 31, 2020 and 2019.

Cash outflows related to leases during the years ended December 31, 2020 and 2019 were €285 thousand and €151 thousand, respectively.

13. Cash and cash equivalents

(euros, in thousands)	As of December 31,	
	2020	2019
Short-term deposits	1,000	100
Current bank accounts	11,881	6,444
	12,881	6,544

Short-term deposits are made for varying periods of between one day and three months, depending on the immediate cash requirements of the Group, and earn interest at the respective short-term deposit rates. Information about the credit risk over cash and cash equivalents is presented in note 20.

14. Share capital, share premium and other capital reserves

The following table provides information about the Group's share capital as of December 31, 2020 and 2019:

	Authorized		Issued and fully paid		Share premium	
	December 31, 2020	December 31, 2019	December 31, 2020	December 31, 2019	December 31, 2020	December 31, 2019
Common shares of EUR 0.01 each	447,525	447,525	281,775	447,525	€ —	€ —
Preference Series A shares of EUR 0.01 each	1,755,845	1,755,845	1,037,595	1,755,845	629	1,065
Preference Series B shares of EUR 0.01 each	3,899,766	3,899,766	3,899,766	3,899,766	16,001	16,001
Preference Series C shares of EUR 0.01 each	4,133,805	—	4,133,805	—	18,529	—
Preference shares of EUR 0.01 each	9,789,416	5,655,611	9,071,166	5,655,611	€ 35,159	€ 17,066
	10,236,941	6,103,136	9,352,941	6,103,136	€ 35,159	€ 17,066

Preferred Series Shares

In 2017, the Group issued and sold 1,755,845 Series A Preferred at a price of €0.61 per share for gross proceeds of €1.1 million. The Group incurred minimal issuance costs.

In 2018, the Group issued and sold 3,899,766 Series B Preferred at a price of €4.11 per share for gross proceeds of €16.0 million. The Group incurred minimal issuance costs.

In September 2020, the Group closed an oversubscribed financing of Series C Preferred that resulted in tranche-based commitments of €71.0 million gross and €61.6 million net. In connection with the Series C Preferred financing, the Group agreed to sell the Series C Preferred in three tranches. In connection with the funding of the tranches the Group is obligated to repurchase 1,436,500 shares of Series A preferred of approximately €8.7 million and 331,500 common shares.

On September 15, 2020, the first tranche of gross proceeds of €19.1 million, with €0.5 million of issuance costs and 4,133,805 shares of Series C Preferred, was funded and 718,250 shares amounted to €4.1 million of Series A Preferred were repurchased, resulting in net proceeds of €14.4 million. In March 2021, the remaining milestones required to fund the remaining two tranches of the Series C Preferred financing were waived, and the funding of both tranches prior to the completion of this offering was authorized. When funded, the two remaining tranches are expected to yield additional net proceeds of €47.2 million in the aggregate, after repurchasing the 718,250 shares of Series A Preferred and 165,750 common shares from one investor.

Series A Preferred accrue an annual non-compounding dividend of 5% per subscription price per share, while Series B and C Preferred accrue an annual non-compounding dividend of 8% per subscription price per share. No Series B Preferred Dividend or Series A Preferred Dividend or dividends on Ordinary Shares shall be declared, paid or set aside unless the full Liquidation Preference on all outstanding Series C Shares shall have been paid first. Preferred stockholders are also entitled to liquidation preferences.

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Each preferred stockholder is entitled to cast the number of votes equal to the number of whole shares of common stock into which the shares of preferred stock held by such holder are convertible at the time of such vote. Series A, B and C stockholders, exclusively and as a separate class, are entitled to elect one director of the Company. Shares of preferred stock are convertible into common stock at the option of the holder at any time and without payment of any additional consideration on a one for one basis.

Shares of preferred stock are automatically converted into shares of common stock at the earlier of (i) the closing of a firm-commitment underwritten public offering resulting in at least \$60 million of proceeds in the aggregate to the Company, prior to deductions for underwriting discounts, commission and expenses, or (ii) the date and time, or occurrence of an event, specified by a vote of 70% of the then-outstanding preferred shares, including at least 66 2/3% of the then-outstanding Series C Shares.

The following table provides information about the Group's major shareholders on a non-diluted basis:

	As of December 31,	
	2020	2019
Vesuvius B.V.	13.1%	33.3%
MRL Ventures	7.2%	8.0%
Gilde Healthcare	26.0%	28.0%
Versant Ventures	26.0%	28.0%
Novo Holdings A/S	9.4%	—
Sanofi Foreign Participations B.V.	5.7%	—
Redmile Biopharma Investments	5.7%	—
Other shareholders	6.9%	2.7%
	100.0%	100.0%

15. Borrowings

(euros, in thousands)	Stated interest rate	Currency	Maturity	As of December 31,	As of December 31,
				2020	2019
				Amount, incl. accrued interest	Amount, incl. accrued interest
Innovation Credit	10.0%	EUR	12/31/2023	2,935	1,134
Total				2,935	1,134
Current				—	—
Non-current				2,935	1,134

Innovation credit

In 2019, the Group applied for, and received a €5.0 million Innovation Credit (the "Credit") from Rijksdienst voor Ondernemend Nederland, or RVO. The Credit contributes to the development of one of the Group's main projects, and certain assets of that project are pledged as a guarantee.

Borrowings under the Credit, which bear interest at 10%, will be received in quarterly installments through 2023, based on the level of the underlying cost base of the project in each period. The repayment of principal and accrued interest is due on December 31, 2023.

At December 31, 2020 and 2019, the Group had €2.9 million and €1.1 million, respectively in borrowings under the Credit, all of which was classified as long-term.

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The Credit contains customary limitations on the Group and its shareholders, including the shareholders of the Group not being permitted to subtract assets (including cash) by means of dividend, interest, or repayment of loans as long as the Credit has not been repaid in full. The Group needs to file a progress report after each of the five reporting periods: March 2020, December 2020, December 2021, October 2022, and July 2023. Based on the progress report, RVO will decide to continue to pay future installments if the following conditions are met:

- Activities during reporting period were completed successfully
- Perspective on completion of the project and future commercialization are still good
- The Group has financed its own contribution in the project sufficiently

At December 31, 2020, the Group was in compliance with all of the terms of the Credit.

Interest expense incurred during December 31, 2020 and 2019 were €201 thousand and €12 thousand, respectively.

16. Trade payables and other

(euros, in thousands)	As of December 31,	
	2020	2019
Trade payables and other	760	376
	760	376

The average credit period on domestic purchases of certain goods is 7-30 days. No interest is charged on the trade payables from the invoice received. Information about the Group's exposure to currency and liquidity risk in relation to its trade and other payables is included in note 20.

17. Accrued expenses and other current liabilities

(euros, in thousands)	As of December 31,	
	2020	2019
Personnel-related expenses	93	114
Research and development external project costs	770	369
Professional fees	168	187
Deferred offering costs	244	—
Other provisions	87	13
	1,362	683

18. Share-based compensation

18.1 Description of equity incentive plans

(i) Netherlands

The Group established a foundation “Stichting Administratiekantoor Lava Therapeutics”, or the Foundation. The Foundation has an agreement with the Group to facilitate the administration of share-based compensation awards.

Options granted under the Group’s share option programs entitle the eligible participant to purchase depositary receipts for common shares in the Group, subject to meeting the vesting conditions. The ownership of such depositary receipts is conditional to the terms and conditions of the foundation’s Conditions of Administration. Under defined circumstances, the participants are obliged to offer the acquired depositary receipts to the Foundation.

In 2018, the group established a share option plan that entitles employees, directors, and consultants providing services to purchase depositary receipts for common shares in the Group. Under this plan, holders of vested options are entitled to purchase depositary receipts for common shares at the exercise price determined at the date of the grant.

Upon exercise of options, the Foundation issues to such individuals non-voting depositary receipts representing the underlying common shares, against payment of the option exercise price. The voting rights associated with the common shares remain with the Foundation.

(ii) United States

In 2020, the Group established a U.S. share option plan that entitles employees, directors and consultants providing services to give the right to acquire a number of common shares. Under the U.S. plan, the holders of vested options are entitled to purchase number of common shares at the exercise price determined at the date of the grant.

In both stock option plans, the options granted under the share option programs vest in installments over a four-year period from the grant date. 25% of the options vest on the first anniversary of the vesting commencement date, and the remaining 75% of the options vest in 36 monthly installments for each full month of continuous service provided by the option holder thereafter, such that 100% of the options shall become vested on the fourth anniversary of the vesting commencement date. The options granted are exercisable once vested.

Share-based options

During 2020 and 2019, the board of directors granted 1,463,462 options and 86,853 options to employees and non-employees.

The 2019 options were granted at a €0.01 exercise price. The 266,305 options granted during February 2020, were granted at an €4.87 exercise price. During December 2020, the board of directors approved the repricing of the February 2020 to €2.27 exercise per share. The incremental fair value per option of €0.41 was determined using the Black-Scholes formula, and it is recognized as an expense in addition to the original grant date fair value over the remainder of the vesting period. During December 2020, 1,069,198 options were granted at an exercise price of €2.27 per share and 365,534 options were granted at an exercise price of €0.01 per share with performance tranche vesting milestones. The performance vesting conditions were based on the Series C second and third tranches, which were expected to be achieved by March 1, 2021. The performance

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vesting schedule would begin vesting on March 1, 2021 over a four-year period from the grant date. 25% of the options vest on the first anniversary of the vesting commencement date, and the remaining 75% of the options vest in 36 monthly installments.

The following table provides information about share-based awards as of December 31, 2020 and 2019:

	NL			US		
	Number of options	Weighted average exercise price €	Weighted average remaining contractual term (yrs)	Number of options	Weighted average exercise price €	Weighted average remaining contractual term (yrs)
Outstanding at January 1, 2019	261,885	0.01	3.23	—	—	—
Granted	86,853	0.01	—	—	—	—
Exercised	—	—	—	—	—	—
Forfeited	(6,630)	0.01	—	—	—	—
Outstanding at December 31, 2019	342,108	0.01	2.55	—	—	—
Granted	394,264	0.01	—	1,069,198	2.27	—
Exercised	—	—	—	—	—	—
Forfeited	—	—	—	—	—	—
Outstanding at December 31, 2020	736,372	0.01	3.04	1,069,198	2.27	9.50
Exercisable at December 31, 2020	133,705	0.01	—	95,693	2.27	—

18.2 Measurement of fair values

The fair value of the employee share options has been measured using the Black-Scholes model. Service and non-market performance conditions attached to the transactions were not taken into account in measuring fair value.

The assumptions used in the measurement of the fair values and the weighted average fair value of the share options granted during the period ending on December 31, 2020 and 2019:

	December 31, 2020		December 31, 2019	
	NL	US	NL	US
Expected annual volatility	75.5% — 90.0%	75.5% — 90.0%	90.0%	—
Expected life, years	3.92	5.08 — 6.08	3.92	—
Fair value of the common share	€1.80 — €2.27	€2.27	€1.66	—
Exercise price	€0.01	€2.27	€0.01	—
Dividend yield	—	—	—	—
Risk-free interest rate	(0.62%)	(0.67%) — (0.72%)	(0.44%) — (0.76%)	—
Weighted average grant date fair value	€2.23	€2.27	€1.66	—

Since the Group is a private company, company-specific historical and implied volatility information is not available. Expected volatility is therefore estimated based on the observed daily share price returns of publicly traded peer companies over a historic period equal to the period for which expected volatility is estimated. The group of comparable listed companies are publicly traded entities active in the business of developing antibody-based therapeutics, treatments and drugs and are selected taking into consideration the availability of meaningful trading data history and market capitalization. The Group will continue to use this group for calculation of expected volatility data until sufficient historical market data is available for estimating the volatility of our common shares after the closing of this offering.

Valuation of common shares

The fair value of the common shares is determined by the Group's management board and supervisory board and takes into account our most recently available valuation of common shares performed by an independent valuation firm and the assessment of additional objective and subjective factors the Group believes are relevant and which may have changed from the date of the most recent valuation through the date of the grant.

The Group's management board and supervisory board consider numerous objective and subjective factors to determine their best estimate of the fair value of our common shares as of each grant date, including:

- the progress of our research and development programs;
- achievement of enterprise milestones, including entering into collaboration and licensing agreements, as well as funding milestones;
- contemporaneous third-party valuations of our common shares for our most recent share issuances;
- our need for future financing to fund operations;
- the rights and preferences of our preference shares and our preference shares relative to our common shares;
- the likelihood of achieving a discrete liquidity event, such as a sale of our Company or an initial public offering given prevailing market conditions; and
- external market and economic conditions impacting our industry sector.

In determining the fair values of the common shares as of each grant date, three generally accepted approaches were considered: income approach, market approach and cost approach. In addition, the guidance prescribed by the American Institute of Certified Public Accountants, or AICPA, *Audit and Accounting Practice Aid, Valuation of Privately-Held-Company Equity Securities Issued as Compensation* has been considered.

The "prior sale of company stock" method, a form of the market approach, has been applied to estimate the total enterprise value. The prior sale of company stock method considers any prior arm's length sales of the Group's equity securities. Considerations factored into the analysis include: the type and amount of equity sold, the estimated volatility, the estimated time to liquidity, the risk-free rate, the timing compared to the common shares valuation date and the financial condition and structure of the Group at the time of the sale. As such, the value per share has been benchmarked to the external transactions of Group stock and external financing rounds. For determining the value of the Group's shares, the prior sale of company stock method has been relied on to estimate the total value of the Group's equity. Throughout this period, financing rounds were held, which resulted in the issuance of preferred shares. The preferred shares were transacted with numerous existing and new investors, and therefore the pricing in these financing rounds is considered a strong indication of fair value.

Given that there are multiple classes of equity, the Option Pricing Method, or OPM, has been applied in order to allocate equity to the various equity classes. The OPM treats securities as call options on the enterprise's equity value, with exercise prices based on the liquidation preference and conversion features of preferred stock and strike prices of options. An incremental discount for lack of marketability, or DLOM, was applied with a range from 10% to 25%, corresponding to the time to exit to reflect the increased risk arising from the inability to readily sell the shares. Under this method, the cost of the put option, which can hedge the price change before the privately held shares can be sold, was considered as the basis to determine the DLOM.

The related share-based compensation expenses for the years ended December 31, 2020 and 2019, were €477 thousand and €173 thousand, respectively, as referenced in notes 5 and 6.

19. Related parties

Key management compensation

Key management includes members of the Group's executive committee and the board of directors. The compensation paid or payable to key management for the Board and employee services includes their participation in share-based compensation arrangements. The compensation paid to these individuals are presented below for the years ended December 31, 2020 and 2019. The disclosure amounts are based on the expense recognized in the consolidated statements of profit or loss and other comprehensive income (loss).

(euros, in thousands)	For the Year Ended December 31,	
	2020	2019
Key management compensation		
Short term employee benefits	1,314	829
Share-based payments	322	137
Post-employment benefits	64	34
	<u>1,700</u>	<u>1,000</u>

Director and shareholder compensation

A member of the Group's board of directors and existing shareholder receive consultancy fees. The compensation paid to this individual is presented below for the years ended December 31, 2020 and 2019. At December 31, 2020 and 2019, related party expenses of €6 thousand and €17.0 thousand, respectively, were reported in the Group's trade payables and other balances. The disclosure amounts are based on the expense recognized in the consolidated statements of profit or loss and other comprehensive income (loss).

(euros, in thousands)	For the Year Ended December 31,	
	2020	2019
Director and shareholder compensation		
Consultancy fees	48	79
	<u>48</u>	<u>79</u>

20. Financial instruments, risk management and capital management

20.1 Financial assets and financial liabilities

The following table shows the carrying amounts of financial assets and financial liabilities. The Group does not hold any financial assets and financial liabilities other than those measured at amortized cost. Management assessed that the carrying values of the Group's financial assets and financial liabilities measured at amortized cost are a reasonable approximation of their fair values.

20.2 Financial risk management

(euros, in thousands)	As of December 31,	
	2020	2019
Financial assets measured at amortized cost		
Cash and cash equivalents (note 13)	12,881	6,544
Trade receivables and other	929	61
Other non-current assets and security deposits	626	26
Total financial assets	14,436	6,631
Financial liabilities measured at amortized cost		
Trade payables and other (note 16)	760	376
Lease liabilities (note 12)	389	440
Borrowings (note 15)	2,935	1,134
Accrued expenses and other current liabilities (note 17)	1,362	683
Total financial liabilities	5,446	2,633

The Group is exposed to a variety of financial risks: market risk and credit risk. The Group's overall risk management program seeks to minimize potential adverse effects of these financial risk factors on the Group's financial performance.

20.2.1 Market risk

Market risk is the risk that the fair value of future cash flows of a financial instrument will fluctuate because of changes in market prices. Market risk, which mostly impacts the Group, comprises two types of risk: interest rate risk and currency risk. Financial instruments affected by market risk include cash and cash equivalents, accounts receivable and trade and other payables.

The Group does not enter into any derivative financial instruments to manage its exposure to foreign currency risk and interest rate risk.

20.2.2 Credit risk

Credit risk is the risk that a counterparty will not meet its obligations under a financial instrument or customer contract, leading to a financial loss. The Group is exposed to credit risk from its operating activities (primarily accounts receivable) and from its cash and cash equivalents held with banks.

Cash and cash equivalents

The Group held cash and cash equivalents at December 31, 2020 and 2019 of €12.9 million and €6.5 million, respectively. As at December 31, 2020 and 2019, the Group held 100% of its cash and cash equivalents with large, well known institutions.

20.3 Capital management

The Group manages its capital to ensure that companies in the Group will be able to continue as a going concern while the maximizing return to shareholders through the optimization of the debt and equity balance.

The capital structure of the Group consists of net debt (borrowings as detailed in note 15 offset by cash and cash equivalents) and equity (as detailed in the consolidated statements of financial position).

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In order to achieve this overall objective, the Group's capital management, among other things, aims to ensure that it meets financial covenants attached to the borrowings that define capital structure requirements.

No changes were made in the objectives, policies, or processes for managing capital during the year ended December 31, 2020.

21. Contingencies

Legal proceedings

From time to time, the Group is involved in legal proceedings and adjudications generally incidental to its normal business activities, none of which has had, individually or in the aggregate, a material adverse impact on the Group. In accordance with IFRS, the Group accrues for loss contingencies when a present obligation (legal or constructive) has arisen as a result of a past event, payment is probable, and the amount can be estimated reliably. These estimates are based on an analysis made by internal and external legal counsel considering information known at the time. Legal costs in connection with loss contingencies are expensed as incurred. The Group believes that the resolution of all current and potential legal matters will not have a material adverse impact on its financial position or results of operations.

Contingent liabilities

On January 1, 2017, the Group entered into a license and assignment agreement with VUmc, or the VUmc Agreement, for the contingent transfer of patent rights, and non-severable improvements. Under the VUmc Agreement, the Group is obligated to pay royalties, as well as a milestone payment in the case of certain events, including the listing of the majority of the shares of the Group on a recognized stock exchange, or ten years after the agreement's effective date. In the case of the listing of a majority of the shares of the Group on a recognized stock exchange or other change of control, or an Exit, as defined in the VUmc Agreement, the Group is obligated to pay VUmc a tiered percentage of the Group value. The Exit payment is capped at a specified amount in the high-teens of millions of Euros and is subject to an offset in the amount of the royalties that the Group have paid or that have accrued under the VUmc Agreement as of the date of the Exit. The prerequisites of the obligations have not been met and as a result are not reflected in our consolidated financial statements for the years ended December 31, 2020 and 2019.

In accordance with IFRS, these obligations are not reflected in the accompanying consolidated statements of financial position.

22. Events after the reporting date

Series C preferred financing

In March 2021, the remaining milestones required to fund the remaining two tranches of the Series C Preferred financing were waived, and the funding of both tranches prior to the completion of this offering was authorized. When funded, the two remaining tranches are expected to yield additional net proceeds of €47.2 million in the aggregate, after repurchasing the 718,250 shares of Series A Preferred and 165,750 common shares from one investor.

Contingent liabilities

On February 25, 2021, the VUmc Agreement was restated, as the Group had indicated to VUmc that it intended to realize an initial public offering, which would qualify as an Exit, as defined in the VUmc Agreement. In accordance with the restated agreement, if the intended initial public offering were to occur, then the Exit payment to Stichting VUmc shall be changed to the following:

- Within five (5) days of the closing of the intended initial public offering, the Group shall issue to VUmc common shares equal to: (a) €3.0 million divided by (b) the initial public offering price and shall pay to Stichting VUmc €200,000;
- On the first anniversary of the intended initial public offering, the Group shall pay VUmc 50% of the amount equal to: (a) the Exit payment (as reduced for any royalties paid prior to the intended initial public offering) minus (b) € 3.2 million. Such payment shall be made at the election of the Group in cash or Group common shares valued using the closing price of Group common shares on the date two trading days prior to the first anniversary of the intended initial public offering; and
- On the second anniversary of the intended initial public offering, the Group shall pay to VUmc 50% of the amount equal to: (a) the Exit payment (as reduced for any royalties paid prior to the intended initial public offering) minus (b) € 3.2 million. Such payment shall be made at the election of the Group in cash or Group common shares valued using the closing price of Group Common Shares on the date two trading days prior to the second anniversary of the intended initial public offering.

Capital reorganization

On March 11, 2021, the board of directors of the Company resolved to approve and effect a capital reorganization, based on a 221:1 share split of the outstanding common and preferred shares held by the Company's shareholders. These share splits became effective on March 17, 2021.

All share, per-share and related information presented in these financial statements and footnotes 10, 14 and 18 have been retroactively adjusted, where applicable, to reflect the impact of the share splits.

The financial statements were recast by management on March 18, 2021 solely to give retroactive effect to the share splits as effected on March 17, 2021 as described above.

6,700,000 Shares



LAVA Therapeutics B.V.

Common shares

Preliminary prospectus

Joint Book-running managers

J.P. Morgan

Jefferies

SVB Leerink

Lead manager

Kempen & Co

, 2021

Through and including , 2021 (25 days after the date of this prospectus), all dealers that buy, sell or trade our common shares, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to the dealers' obligation to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

Part II—Information not required in the prospectus

Item 6. Indemnification of directors and officers

Under Dutch law, our directors 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 our company and to third parties for infringement of our articles of association or of certain provisions of Dutch law. In certain circumstances, they may also incur additional specific civil and criminal liabilities. Subject to certain exceptions, our articles of association provide for indemnification of our current and former directors and other current and former officers and employees as designated by our board of directors. No indemnification under our articles of association shall be given to an indemnified person:

- if a competent court or arbitral tribunal has established, without having (or no longer having) the possibility for appeal, that the acts or omissions of such indemnified person that led to the financial losses, damages, expenses, suit, claim, action or legal proceedings as described above are of an unlawful nature (including acts or omissions which are considered to constitute malice, gross negligence, intentional recklessness and/or serious culpability attributable to such indemnified person);
- to the extent that his or her financial losses, damages and expenses are covered under insurance and the relevant insurer has settled, or has provided reimbursement for, these financial losses, damages and expenses (or has irrevocably undertaken to do so);
- in relation to proceedings brought by such indemnified person against our company, except for proceedings brought to enforce indemnification to which he is entitled pursuant to our articles of association, pursuant to an agreement between such indemnified person and our company which has been approved by our board of directors or pursuant to insurance taken out by our company for the benefit of such indemnified person; and
- for any financial losses, damages or expenses incurred in connection with a settlement of any proceedings effected without our prior consent.

Under our articles of association, our board of directors may stipulate additional terms, conditions and restrictions in relation to the indemnification described above.

We have entered into or will enter into indemnification agreements with each of our current directors and executive officers.

Item 7. Recent sales of unregistered securities.

Set forth below is information regarding share capital issued and options and warrants granted by us since January 1, 2018. None of the below described transactions involved any underwriters, underwriting discounts or commissions, or any public offering. Some of the transactions described below involved directors, officers and 5% shareholders and are more fully described under the section of the prospectus titled “Related Party Transactions.”

Since January 1, 2018, we have sold common shares in the following transactions that were not registered under the Securities Act:

- In January 2018, we issued an aggregate of 3,899,766 shares of Series B Preferred at a price per share of €4.11 for an aggregate purchase price of €16.0 million.
- In September 2020, we issued an aggregate of 4,133,805 shares of Series C Preferred at a price per share of €4.62 for an aggregate purchase price of €19.0 million. In March 2021, the remaining milestones required to fund the remaining two tranches of the Series C Preferred financing were waived, and the funding of both tranches prior to the completion of this offering was authorized. The funding of the remaining two tranches of the Series C Preferred financing occurred on March 17, 2021. The two remaining tranches yielded additional net proceeds of €47.2 million in the aggregate, after repurchasing the 718,250 shares of Series A Preferred and 165,750 common shares from one investor.

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- We have issued an aggregate of 2,354,534 option grants under our Existing Plans.

The offers, sales and issuances of the securities described in the preceding paragraphs were exempt from registration either (a) under Section 4(a)(2) of the Securities Act in that the transactions were between an issuer and sophisticated investors or members of its senior executive management and did not involve any public offering within the meaning of Section 4(a)(2), (b) under Regulation S promulgated under the Securities Act in that offers, sales and issuances were not made to persons in the United States and no directed selling efforts were made in the United States or (c) under Rule 701 promulgated under the Securities Act in that the transactions were under compensatory benefit plans and contracts relating to compensation.

Item 8. Exhibits and financial statement schedules.

(a) The following exhibits are filed as part of this registration statement:

Exhibit number	Description of exhibit
1.1	Form of Underwriting Agreement.
3.1	English translation of Articles of Association of LAVA Therapeutics B.V. as they are in effect prior to completion of our corporate reorganization.
3.2	English translation of Articles of Association of LAVA Therapeutics N.V. as they will be in effect immediately following the completion of our corporate reorganization.
3.3	Form of internal rules of the board of directors of LAVA Therapeutics N.V., as they will be in effect immediately following the completion of our corporate reorganization.
3.4*	Form of Share Issue Deed.
4.1	Amended and Restated Shareholders Agreement, dated as of September 15, 2020, by and among Lava Therapeutics, B.V. and certain Shareholders named therein.
5.1	Opinion of NautaDutilh N.V., Dutch Counsel of the Registrant, as to validity of the common shares.
8.1	Opinion of NautaDutilh N.V., Dutch counsel of the Registrant as to Dutch tax matters.
10.1†*	Restated and Amended License and Assignment Agreement, dated as of February 25, 2021, by and among Lava Therapeutics, B.V., and Stichting VUmc.
10.2†*	Research Collaboration and Licence Agreement, dated as of May 13, 2020, by and among Lava Therapeutics, B.V., and Janssen Biotech, Inc.
10.3+	Form of Indemnification Agreement for executive directors and executive officers.
10.4+	Form of Indemnification Agreement for non-executive directors.
10.5+	2018 Stock Option Plan.
10.6+	2020 U.S. Stock Option Plan.
10.7+	2021 Equity Incentive Plan and the forms of agreements thereunder.
10.8+	2021 Employee Share Purchase Plan.
14.1	Form of Code of Business Conduct and Ethics of the Registrant
21.1*	Subsidiaries of the Registrant.
23.1	Consent of PricewaterhouseCoopers Accountants N.V.
23.2	Consent of NautaDutilh N.V., counsel of the Registrant (included in Exhibit 5.1 and 8.1).
24.1	Powers of attorney (included on signature page to the registration statement).
99.1	Consent of Karen J. Wilson, director nominee

* Previously filed.

† Confidential treatment has been requested for portions of this agreement.

+ Indicates management contract or compensatory plan.

(b) Financial statement schedules

All schedules have been omitted because the information required to be set forth therein is not applicable or has been included in the consolidated financial statements and notes thereto.

Item 9. Undertakings.

The undersigned registrant hereby undertakes:

- (a) The undersigned registrant hereby undertakes to provide to the underwriter at the closing specified in the underwriting agreement certificates in such denominations and registered in such names as required by the underwriter to permit prompt delivery to each purchaser.
- (b) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the provisions referenced in Item 14 of this registration statement, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the 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 hereunder, 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 of 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 of 1933, 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 of 1933, 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 Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Utrecht, the Netherlands on this 18th day of March, 2021.

LAVA THERAPEUTICS B.V.

By: /s/ Stephen Hurly

Name: Stephen Hurly

Title: Chief Executive Officer

Power of attorney

We, the undersigned members of the board of directors, officers and authorized representative of LAVA Therapeutics B.V. hereby severally constitute and appoint Stephen Hurly, and Edward F. Smith, and each of them singly, his or her true and lawful agent, proxy and attorney-in-fact, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to (i) act on, sign and file with the Securities and Exchange Commission any and all amendments (including post-effective amendments) to this Registration Statement together with all schedules and exhibits thereto and any subsequent registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, together with all schedules and exhibits thereto, (ii) act on, sign and file such certificates, instruments, agreements and other documents as may be necessary or appropriate in connection therewith, (iii) act on and file any supplement to any prospectus included in this Registration Statement or any such amendment or any subsequent registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and (iv) take any and all actions which may be necessary or appropriate to be done, as fully for all intents and purposes as he or she might or could do in person, hereby approving, ratifying and confirming all that such agent, proxy and attorney-in-fact or any of his substitutes may lawfully do or cause to be done by virtue thereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
<u>/s/ Stephen Hurly</u> Stephen Hurly	Chief Executive Officer and Management Director (Principal Executive Officer)	March 18, 2021
<u>/s/ Edward F. Smith</u> Edward F. Smith	Chief Financial Officer (Principal Financial and Accounting Officer)	March 18, 2021
<u>/s/ Kapil Dhingra</u> Kapil Dhingra, M.B.B.S.	Supervisory Director and Chairperson of the Board	March 18, 2021
<u>/s/ Erik J. van den Berg</u> Erik J. van den Berg	Supervisory Director	March 18, 2021
<u>/s/ Joël J.P. Jean-Mairet</u> Joël J.P. Jean-Mairet, Ph.D.	Supervisory Director	March 18, 2021
<u>/s/ Nanna Lüneborg</u> Nanna Lüneborg, Ph.D.	Supervisory Director	March 18, 2021
<u>/s/ Stefan Luzi</u> Stefan Luzi, Ph.D.	Supervisory Director	March 18, 2021
<u>/s/ Guido Magni</u> Guido Magni, M.D., Ph.D.	Supervisory Director	March 18, 2021

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Signature	Title	Date
_____ Paul Parren, Ph.D.	Management Director	March 18, 2021
Authorized Representative in the United States		

Lava Therapeutics, Inc.

By: /s/ Stephen Hurly _____ March 18, 2021
Name: Stephen Hurly
Title: Chief Executive Officer

LAVA Therapeutics B.V.

[•] Common Shares, Nominal Value €0.12

Underwriting Agreement

[•], 2021

J.P. Morgan Securities LLC
Jefferies LLC
SVB Leerink LLC

As Representatives of the
several Underwriters listed
in Schedule 1 hereto

c/o J.P. Morgan Securities LLC
383 Madison Avenue
New York, New York 10179

c/o Jefferies LLC
520 Madison Avenue
New York, NY 10022

c/o SVB Leerink LLC
1301 Avenue of the Americas, 12th floor
New York, NY 10019

Ladies and Gentlemen:

LAVA Therapeutics B.V., a private company with limited liability organized under the laws of The Netherlands (*besloten vennootschap met beperkte aansprakelijkheid*) that is expected to convert into a public limited company organized under the laws of The Netherlands (*naamloze vennootschap*) at or immediately prior to the closing of the public offering of the Common Shares (as defined below) contemplated hereby (the “Company”), proposes to issue and sell to the several underwriters listed in Schedule 1 hereto (the “Underwriters”), for whom you are acting as representatives (the “Representatives”), an aggregate of [•] common shares, nominal value €0.12 per share, of the Company (the “Underwritten Shares”) and, at the option of the Underwriters, up to an additional [•] common shares of the Company (the “Option Shares”). The Underwritten Shares and the Option Shares are herein referred to as the “Common Shares”. The common shares of the Company to be outstanding after giving effect to the sale of the Common Shares are referred to herein as the “Stock.”

Jefferies LLC (the “Directed Share Underwriter”) agrees that up to [•] of the Underwritten Shares to be purchased by the Underwriters (the “Directed Shares”) shall be reserved for sale to certain eligible directors, officers and employees of the Company and persons having business relationships with the Company (collectively, the “Participants”), as part of the distribution of the Common Shares by the Underwriters (the “Directed Share Program”) subject to the terms of this Agreement, the applicable rules, regulations and interpretations of the Financial Industry Regulatory Authority, Inc. (“FINRA”) and all other applicable laws, rule and regulations. The Directed Share Program shall be administered by the Directed Share Underwriter. To the extent that the Directed Shares are not orally confirmed for purchase by the Participants by the end of the first business day after the date of this Agreement, such Directed Shares may be offered to the public by the Underwriters as part of the public offering contemplated hereby.

The Company hereby confirms its agreement with the several Underwriters concerning the purchase and sale of the Common Shares, as follows:

1. Registration Statement. The Company has prepared and filed with the Securities and Exchange Commission (the “Commission”) under the Securities Act of 1933, as amended, and the rules and regulations of the Commission thereunder (collectively, the “Securities Act”), a registration statement on Form F-1 (File No. 333-253795), including a prospectus, relating to the Common Shares. Such registration statement, as amended at the time it became effective, including the information, if any, deemed pursuant to Rule 430A, 430B or 430C under the Securities Act to be part of the registration statement at the time of its effectiveness (“Rule 430 Information”), is referred to herein as the “Registration Statement”; and as used herein, the term “Preliminary Prospectus” means each prospectus included in such registration statement (and any amendments thereto) before effectiveness, any prospectus filed with the Commission pursuant to Rule 424(a) under the Securities Act and the prospectus included in the Registration Statement at the time of its effectiveness that omits Rule 430 Information, and the term “Prospectus” means the prospectus in the form first used (or made available upon request of purchasers pursuant to Rule 173 under the Securities Act) in connection with confirmation of sales of the Common Shares. If the Company has filed an abbreviated registration statement pursuant to Rule 462(b) under the Securities Act (the “Rule 462 Registration Statement”), then any reference herein to the term “Registration Statement” shall be deemed to include such Rule 462 Registration Statement. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Registration Statement and the Prospectus.

At or prior to the Applicable Time (as defined below), the Company had prepared the following information (collectively with the pricing information set forth on Annex A, the “Pricing Disclosure Package”): a Preliminary Prospectus dated [•], 2021 and each “free-writing prospectus” (as defined pursuant to Rule 405 under the Securities Act) listed on Annex A hereto.

“Applicable Time” means [•] [A/P].M., New York City time, on [•], 2021.

2. Purchase of the Common Shares.

(a) The Company agrees to issue and sell the Underwritten Shares to the several Underwriters as provided in this Agreement, and each Underwriter, on the basis of the representations, warranties and agreements set forth herein and subject to the conditions set forth herein, agrees, severally and not jointly, to purchase at a price per share of \$[•] (the “Purchase Price”) from the Company the respective number of Underwritten Shares set forth opposite such Underwriter’s name in Schedule 1 hereto.

In addition, the Company agrees to issue and sell the Option Shares to the several Underwriters as provided in this Agreement, and the Underwriters, on the basis of the representations, warranties and agreements set forth herein and subject to the conditions set forth herein, shall have the option to purchase, severally and not jointly, from the Company the Option Shares at the Purchase Price less an amount per share equal to any dividends or distributions declared by the Company and payable on the Underwritten Shares but not payable on the Option Shares.

If any Option Shares are to be purchased, the number of Option Shares to be purchased by each Underwriter shall be the number of Option Shares which bears the same ratio to the aggregate number of Option Shares being purchased as the number of Underwritten Shares set forth opposite the name of such Underwriter in Schedule 1 hereto (or such number increased as set forth in Section 10 hereof) bears to the aggregate number of Underwritten Shares being purchased from the Company by the several Underwriters, subject, however, to such adjustments to eliminate any fractional Common Shares as the Representatives in their sole discretion shall make.

The Underwriters may exercise the option to purchase Option Shares at any time in whole, or from time to time in part, on or before the thirtieth day following the date of the Prospectus, by written notice from the Representatives to the Company. Such notice shall set forth the aggregate number of Option Shares as to which the option is being exercised and the date and time when the Option Shares are to be delivered and paid for, which may be the same date and time as the Closing Date (as hereinafter defined) but shall not be earlier than the Closing Date nor later than the tenth full business day (as hereinafter defined) after the date of such notice (unless such time and date are postponed in accordance with the provisions of Section 10 hereof). Any such notice shall be given at least two business days prior to the date and time of delivery specified therein.

(b) The Company understands that the Underwriters intend to make a public offering of the Common Shares, and initially to offer the Common Shares on the terms set forth in the Pricing Disclosure Package. The Company acknowledges and agrees that the Underwriters may offer and sell Common Shares to or through any affiliate of an Underwriter.

(c) Payment for the Common Shares shall be made by wire transfer in immediately available funds to the account specified by the Company to the Representatives in the case of the Underwritten Shares, at the offices of Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017 at 10:00 A.M. New York City time on [•], 2021, or at such other time or place on the same or such other date, not later than the fifth business day thereafter, as the Representatives and the Company may agree upon in writing or, in the case of the Option Shares, on the date and at the time and place specified by the Representatives in the written notice of the Underwriters' election to purchase such Option Shares. The time and date of such payment for the Underwritten Shares is referred to herein as the "Closing Date", and the time and date for such payment for the Option Shares, if other than the Closing Date, is herein referred to as the "Additional Closing Date."

Payment for the Common Shares to be purchased on the Closing Date or the Additional Closing Date, as the case may be, shall be made against delivery to the Representatives for the respective accounts of the several Underwriters of the Common Shares to be purchased on such date, with any transfer taxes payable in connection with the sale of such Common Shares duly paid by the Company. Delivery of the Common Shares shall be made through the facilities of The Depository Trust Company (“DTC”) unless the Representatives shall otherwise instruct.

(d) The Company acknowledges and agrees that the Representatives and the other Underwriters are acting solely in the capacity of an arm’s length contractual counterparty to the Company with respect to the offering of Common Shares contemplated hereby (including in connection with determining the terms of the offering) and not as a financial advisor or a fiduciary to, or an agent of, the Company or any other person. Additionally, neither the Representatives nor any other Underwriter is advising the Company or any other person as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. The Company shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated hereby, and neither the Representatives nor the other Underwriters shall have any responsibility or liability to the Company with respect thereto. Any review by the Representatives and the other Underwriters of the Company, the transactions contemplated hereby or other matters relating to such transactions will be performed solely for the benefit of the Underwriters and shall not be on behalf of the Company.

3. Representations and Warranties of the Company. The Company represents and warrants to each Underwriter that:

(a) *Preliminary Prospectus.* No order preventing or suspending the use of any Preliminary Prospectus has been issued by the Commission, and each Preliminary Prospectus included in the Pricing Disclosure Package, at the time of filing thereof, complied in all material respects with the Securities Act, and no Preliminary Prospectus, at the time of filing thereof, contained any untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that the Company makes no representation or warranty with respect to any statements or omissions made in reliance upon and in conformity with information relating to any Underwriter furnished to the Company in writing by such Underwriter through the Representatives expressly for use in any Preliminary Prospectus, it being understood and agreed that the only such information furnished by any Underwriter consists of the information described as such in Section 7(b) hereof.

(b) *Pricing Disclosure Package*. The Pricing Disclosure Package as of the Applicable Time did not, and as of the Closing Date and as of the Additional Closing Date, as the case may be, will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that the Company makes no representation or warranty with respect to any statements or omissions made in reliance upon and in conformity with information relating to any Underwriter furnished to the Company in writing by such Underwriter through the Representatives expressly for use in such Pricing Disclosure Package, it being understood and agreed that the only such information furnished by any Underwriter consists of the information described as such in Section 7(b) hereof. No statement of material fact included in the Prospectus has been omitted from the Pricing Disclosure Package and no statement of material fact included in the Pricing Disclosure Package that is required to be included in the Prospectus has been omitted therefrom.

(c) *Issuer Free Writing Prospectus*. Other than the Registration Statement, the Preliminary Prospectus and the Prospectus, the Company (including its agents and representatives, other than the Underwriters in their capacity as such) has not prepared, made, used, authorized, approved or referred to and will not prepare, make, use, authorize, approve or refer to any “written communication” (as defined in Rule 405 under the Securities Act) that constitutes an offer to sell or solicitation of an offer to buy the Common Shares (each such communication by the Company or its agents and representatives (other than a communication referred to in clause (i) below) an “Issuer Free Writing Prospectus”) other than (i) any document not constituting a prospectus pursuant to Section 2(a)(10)(a) of the Securities Act or Rule 134 under the Securities Act or (ii) the documents listed on Annex A hereto, each electronic road show and any other written communications approved in writing in advance by the Representatives, which approval, in the case of written communications required by law to be prepared, used, authorized, approved or referenced to, shall not be unreasonably withheld, delayed or conditioned. Each such Issuer Free Writing Prospectus complies in all material respects with the Securities Act, has been or will be (within the time period specified in Rule 433) filed in accordance with the Securities Act (to the extent required thereby) and does not conflict with the information contained in the Registration Statement or the Pricing Disclosure Package, and, when taken together with the Preliminary Prospectus accompanying, or delivered prior to delivery of, such Issuer Free Writing Prospectus, did not, and as of the Closing Date and as of the Additional Closing Date, as the case may be, will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that the Company makes no representation or warranty with respect to any statements or omissions made in each such Issuer Free Writing Prospectus or Preliminary Prospectus in reliance upon and in conformity with information relating to any Underwriter furnished to the Company in writing by such Underwriter through the Representatives expressly for use in such Issuer Free Writing Prospectus or Preliminary Prospectus, it being understood and agreed that the only such information furnished by any Underwriter consists of the information described as such in Section 7(b) hereof.

(d) *Emerging Growth Company*. From the time of the initial confidential submission of the Registration Statement to the Commission (or, if earlier, the first date on which the Company engaged directly or through any person authorized to act on its behalf in any Testing-the-Waters Communication undertaken in reliance on Section 5(d) of the Securities Act) through the date hereof, the Company has been and is an “emerging growth company,” as defined in Section 2(a) of the Securities Act (an “Emerging Growth Company”). “Testing-the-Waters Communication” means any oral or written communication with potential investors undertaken in reliance on either Section 5(d) of, or Rule 163B under, the Securities Act.

(e) *Testing-the-Waters Materials*. The Company (i) has not alone engaged in any Testing-the-Waters Communications other than (A) Testing-the-Waters Communications with the consent of the Representatives with entities that are qualified institutional buyers within the meaning of Rule 144A under the Securities Act or institutions that are accredited investors within the meaning of Rule 501 under the Securities Act or (B) those that have been previously disclosed in writing to the Representatives and (ii) has not authorized anyone other than the Representatives to engage in Testing-the-Waters Communications. The Company reconfirms that the Representatives have been authorized to act on its behalf in undertaking Testing-the-Waters Communications by virtue of a writing substantially in the form of Exhibit A hereto. The Company has not distributed or approved for distribution any Written Testing-the-Waters Communications other than those listed on Annex B hereto. “Written Testing-the-Waters Communication” means any Testing-the-Waters Communication that is a written communication within the meaning of Rule 405 under the Securities Act. Any individual Written Testing-the-Waters Communication does not conflict with the information contained in the Registration Statement or the Pricing Disclosure Package, complied in all material respects with the Securities Act, and when taken together with the Pricing Disclosure Package as of the Applicable Time, did not, and as of the Closing Date and as of the Additional Closing Date, as the case may be, will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, provided that the Company makes no representation or warranty with respect to any statements or omissions made in each such Written Testing-the-Waters Communication in reliance upon and in conformity with information relating to any Underwriter furnished to the Company in writing by such Underwriter through the Representatives expressly for use in such Written Testing-the-Waters Communication, it being understood and agreed that the only such information furnished by any Underwriter consists of the information described as such in Section 7(b) hereof.

(f) *Registration Statement and Prospectus.* The Registration Statement has been declared effective by the Commission. No order suspending the effectiveness of the Registration Statement has been issued by the Commission, and no proceeding for that purpose or pursuant to Section 8A of the Securities Act against the Company or related to the offering of the Common Shares has been initiated or, to the knowledge of the Company, threatened by the Commission; as of the applicable effective date of the Registration Statement and any post-effective amendment thereto, the Registration Statement and any such post-effective amendment complied and will comply in all material respects with the Securities Act, and did not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading; and as of the date of the Prospectus and any amendment or supplement thereto and as of the Closing Date and as of the Additional Closing Date, as the case may be, the Prospectus will comply in all material respects with the Securities Act and will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that the Company makes no representation or warranty with respect to any statements or omissions made in reliance upon and in conformity with information relating to any Underwriter furnished to the Company in writing by such Underwriter through the Representatives expressly for use in the Registration Statement and the Prospectus and any amendment or supplement thereto, it being understood and agreed that the only such information furnished by any Underwriter consists of the information described as such in Section 7(b) hereof.

(g) *Financial Statements.* The financial statements (including the related notes thereto) of the Company and its consolidated subsidiary included in the Registration Statement, the Pricing Disclosure Package and the Prospectus comply in all material respects with the applicable requirements of the Securities Act and present fairly in all material respects the financial position of the Company and its consolidated subsidiary as of the dates indicated and the results of their operations and the changes in their cash flows for the periods specified; such financial statements have been prepared in conformity with International Financial Reporting Standards (“IFRS”) as issued by the International Accounting Standards Board applied on a consistent basis throughout the periods covered thereby; and any supporting schedules included in the Registration Statement present fairly in all material respects the information required to be stated therein; and the other financial information included in the Registration Statement, the Pricing Disclosure Package and the Prospectus has been derived from the accounting records of the Company and its consolidated subsidiary and presents fairly in all material respects the information shown thereby; and the *pro forma* financial information and the related notes thereto included in the Registration Statement, the Pricing Disclosure Package and the Prospectus have been prepared in accordance with the applicable requirements of the Securities Act and the assumptions underlying such *pro forma* financial information are reasonable and are set forth in the Registration Statement, the Pricing Disclosure Package and the Prospectus.

(h) *No Material Adverse Change*. Since the date of the most recent financial statements of the Company included in the Registration Statement, the Pricing Disclosure Package and the Prospectus, (i) there has not been any change in the capital stock (other than the issuance of common shares upon exercise of stock options and warrants described as outstanding in, and the grant of options and awards under existing equity incentive plans, in each case described in the Registration Statement, the Pricing Disclosure Package and the Prospectus), short-term debt or long-term debt of the Company or its subsidiary, or any dividend or distribution of any kind declared, set aside for payment, paid or made by the Company on any class of capital stock, or any material adverse change, or any development that would reasonably be expected to result in a prospective material adverse change, in or affecting the business, properties, management, financial position, shareholders' equity, results of operations of the Company and its subsidiary taken as a whole; (ii) neither the Company nor its subsidiary has entered into any transaction or agreement (whether or not in the ordinary course of business) that is material to the Company and its subsidiary taken as a whole or incurred any liability or obligation, direct or contingent, that is material to the Company and its subsidiary taken as a whole; and (iii) neither the Company nor its subsidiary has sustained any loss or interference with its business that is material to the Company and its subsidiary taken as a whole and that is either from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor disturbance or dispute or any action, order or decree of any court or arbitrator or governmental or regulatory authority, except in the case of clauses (i), (ii) and (iii) above, as otherwise disclosed in the Registration Statement, the Pricing Disclosure Package and the Prospectus.

(i) *Organization and Good Standing*. The Company and its subsidiary have been duly organized and are validly existing and in good standing (or their jurisdictional equivalent, if any) under the laws of their respective jurisdictions of organization, are duly qualified to do business and are in good standing (or their jurisdictional equivalent, if any) in each jurisdiction in which their respective ownership or lease of property or the conduct of their respective businesses requires such qualification, and have all power and authority necessary to own or hold their respective properties and to conduct the businesses in which they are engaged, except where the failure to be so qualified or in good standing (or their jurisdictional equivalent, if any) or have such power or authority would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the business, properties, management, financial position, shareholders' equity, results of operations or prospects of the Company and its subsidiary taken as a whole or on the performance by the Company of its obligations under this Agreement (a "Material Adverse Effect"). The Company does not own or control, directly or indirectly, any corporation, association or other entity other than the subsidiary listed in Schedule 2 to this Agreement.

(j) *Capitalization.* The Company has an authorized capitalization as set forth in the Registration Statement, the Pricing Disclosure Package and the Prospectus under the heading “Capitalization” (other than the issuance of Common Shares pursuant to the exercise of stock options and other awards under existing equity incentive plans, in each case described in the Registration Statement, the Pricing Disclosure Package and the Prospectus); all the outstanding shares of capital stock of the Company have been duly and validly authorized and issued and are fully paid and non-assessable and are not subject to any pre-emptive or similar rights that have not been duly waived or satisfied or validly excluded; except as described in or expressly contemplated by the Registration Statement, the Pricing Disclosure Package and the Prospectus, there are no outstanding rights (including, without limitation, pre-emptive rights), warrants or options to acquire, or instruments convertible into or exchangeable for, any shares of capital stock or other equity interest in the Company or its subsidiary, or any contract, commitment, agreement, understanding or arrangement of any kind relating to the issuance of any capital stock or other equity interest of the Company or any such subsidiary, any such convertible or exchangeable securities or any such rights, warrants or options; the capital stock of the Company conforms in all material respects to the description thereof contained in the Registration Statement, the Pricing Disclosure Package and the Prospectus; and all the outstanding shares of capital stock or other equity interests of each subsidiary owned, directly or indirectly, by the Company have been duly and validly authorized and issued, are fully paid and non-assessable and are owned directly or indirectly by the Company, free and clear of any lien, charge, encumbrance, security interest, restriction on voting or transfer or any other similar claim of any third party.

(k) *Stock Options.* With respect to the stock options (the “Stock Options”) granted pursuant to the stock-based compensation plans of the Company and its subsidiary (the “Company Stock Plans”), (i) each Stock Option intended to qualify as an “incentive stock option” under Section 422 of the Internal Revenue Code of 1986, as amended (the “Code”), so qualifies, (ii) each grant of a Stock Option was duly authorized no later than the date on which the grant of such Stock Option was by its terms to be effective (the “Grant Date”) by all necessary corporate action, including, as applicable, approval by the board of directors of the Company (or a duly constituted and authorized committee thereof) and any required shareholder approval by the necessary number of votes or written consents, and the award agreement governing such grant (if any) was duly executed and delivered by each party thereto, (iii) each such grant was made in accordance with the terms of the Company Stock Plans, and, to the extent applicable, the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission thereunder (collectively, the “Exchange Act”) and all other applicable laws and regulatory rules or requirements, and (iv) each such grant was properly accounted for in accordance with IFRS in the financial statements (including the related notes) of the Company. The Company has not knowingly granted, and there is no and has been no policy or practice of the Company of granting, Stock Options prior to, or otherwise coordinating the grant of Stock Options with, the release or other public announcement of material information regarding the Company or its subsidiary or their results of operations or prospects.

(l) *Due Authorization.* The Company has full right, power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and all action required to be taken for the due and proper authorization, execution and delivery by it of this Agreement and the consummation by it of the transactions contemplated hereby has been duly and validly taken.

(m) *Underwriting Agreement.* This Agreement has been duly authorized, executed and delivered by the Company.

(n) *The Common Shares.* The Common Shares to be issued and sold by the Company hereunder have been duly authorized by the Company and, when issued and delivered and paid for as provided herein, will be duly and validly issued, will be fully paid and non-assessable and will conform in all material respects to the descriptions thereof in the Registration Statement, the Pricing Disclosure Package and the Prospectus; and the issuance of the Common Shares is not subject to any preemptive or similar rights.

(o) *Description of the Underwriting Agreement.* This Agreement conforms in all material respects to the description thereof contained in the Registration Statement, the Pricing Disclosure Package and the Prospectus.

(p) *No Violation or Default.* Neither the Company nor its subsidiary is (i) in violation of its articles of association, certificate of incorporation or by-laws or similar organizational documents; (ii) in default, and no event has occurred that, with notice or lapse of time or both, would constitute such a default, in the due performance or observance of any term, covenant or condition contained in any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or its subsidiary is a party or by which the Company or its subsidiary is bound or to which any property or asset of the Company or its subsidiary is subject; or (iii) in violation of any law or statute applicable to the Company or any judgment, order, rule or regulation of any court or arbitrator or governmental or regulatory authority having jurisdiction over the Company or its subsidiary, except, in the case of clauses (ii) and (iii) above, for any such default or violation that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(q) *No Conflicts.* The execution, delivery and performance by the Company of this Agreement, the issuance and sale of the Common Shares and the consummation of the transactions contemplated by this Agreement or the Pricing Disclosure Package and the Prospectus will not (i) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, result in the termination, modification or acceleration of, or result in the creation or imposition of any lien, charge or encumbrance upon any property, right or asset of the Company or its subsidiary pursuant to, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or its subsidiary is a party or by which the Company or its subsidiary is bound or to which any property, right or asset of the Company or its subsidiary is subject, (ii) result in any violation of the provisions of the articles of association, certificate of incorporation or by-laws or similar organizational documents of the Company or its subsidiary or (iii) result in the violation of any law or statute or any judgment, order, rule or regulation of any court or arbitrator or governmental or regulatory authority having jurisdiction over the Company or its subsidiary, except, in the case of clauses (i) and (iii) above, for any such conflict, breach, violation, default, termination, modification, acceleration, lien, charge or encumbrance that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(r) *No Consents Required.* No consent, approval, authorization, order, registration or qualification of or with any court or arbitrator or governmental or regulatory authority is required for the execution, delivery and performance by the Company of this Agreement, the issuance and sale of the Common Shares and the consummation of the transactions contemplated by this Agreement, except for the registration of the Common Shares under the Securities Act and such consents, approvals, authorizations, orders and registrations or qualifications as have already been made or obtained or as may be required by FINRA, under applicable state securities laws in connection with the purchase and distribution of the Common Shares by the Underwriters and as have been obtained under the laws and regulations of jurisdictions outside the United States in which Directed Shares are offered.

(s) *Legal Proceedings.* Except as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus, there are no legal, governmental or regulatory investigations, actions, demands, claims, suits, arbitrations, inquiries or proceedings (“Actions”) pending to which the Company or its subsidiary is a party or to which any property of the Company or its subsidiary is or the subject that, individually or in the aggregate, if determined adversely to the Company or its subsidiary, would reasonably be expected to have a Material Adverse Effect; to the knowledge of the Company, no such Actions are threatened or contemplated by any governmental or regulatory authority or threatened by others; and (i) there are no current or pending Actions that are required under the Securities Act to be described in the Registration Statement, the Pricing Disclosure Package or the Prospectus that are not so described in the Registration Statement, the Pricing Disclosure Package and the Prospectus and (ii) there are no statutes, regulations or contracts or other documents that are required under the Securities Act to be filed as exhibits to the Registration Statement or described in the Registration Statement, the Pricing Disclosure Package or the Prospectus that are not so filed as exhibits to the Registration Statement or described in the Registration Statement, the Pricing Disclosure Package and the Prospectus.

(t) *Independent Accountants.* PricewaterhouseCoopers Accountants N.V., who has certified certain financial statements of the Company and its subsidiary, is an independent registered public accounting firm with respect to the Company and its subsidiary within the applicable rules and regulations adopted by the Commission and the Public Company Accounting Oversight Board (United States) and as required by the Securities Act.

(u) *Title to Real and Personal Property.* The Company and its subsidiary have good and marketable title in fee simple (in the case of real property) to, or have valid rights to lease or otherwise use, all items of real and personal property that are material to the respective businesses of the Company and its subsidiary, taken as a whole, in each case free and clear of all liens, encumbrances, claims and defects and imperfections of title except those that (i) do not materially interfere with the use made and proposed to be made of such property by the Company and its subsidiary or (ii) would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect.

(v) *Intellectual Property*. Except as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus or as would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect, (i) the Company and its subsidiary own or have rights to use all patents, trademarks, service marks, trade names, domain names and other source indicators, copyrights and copyrightable works, licenses, know-how (including trade secrets and other unpatented or unpatentable proprietary or confidential information, systems or procedures) and all other worldwide intellectual property, industrial property and proprietary rights (including all registrations and applications for registration of, and all goodwill associated with, the foregoing) (collectively, "Intellectual Property") used in or necessary for the conduct of their respective businesses and as proposed to be conducted; (ii) to the knowledge of the Company, the Company's and its subsidiary's conduct of their respective businesses has not infringed, misappropriated or otherwise violated any Intellectual Property of any third party; (iii) to the knowledge of the Company, none of the product candidates of the Company or its subsidiary, if commercially sold or offered for commercial sale, would infringe, misappropriate or otherwise violate any Intellectual Property of any third party; (iv) the Company and its subsidiary have not received any written notice and are not otherwise aware of any pending or threatened claim alleging infringement, misappropriation or other violation of any Intellectual Property of any person, or challenging the validity, enforceability, scope or ownership of any Intellectual Property of the Company or its subsidiary; (v) to the knowledge of the Company, no Intellectual Property owned by or exclusively licensed to the Company and its subsidiary has been infringed, misappropriated or otherwise violated by any person; (vi) to the knowledge of the Company, all Intellectual Property owned by or exclusively licensed to the Company and its subsidiary is valid and enforceable; (vii) the Company and its subsidiary have taken reasonable steps in accordance with normal industry practice to maintain the confidentiality of all Intellectual Property, the value of which to the Company or its subsidiary is contingent upon maintaining the confidentiality thereof and (viii) to the knowledge of the Company, the Company, its subsidiary, and counsel for the Company, its subsidiary or any of their respective licensors, have complied with the duties of candor, good faith and disclosure, as required by the United States Patent and Trademark Office and all foreign offices having similar requirements, with respect to the prosecution of the patents and patent applications owned by or exclusively licensed to the Company or its subsidiary and for which such duty is owed.

(w) *No Undisclosed Relationships*. No relationship, direct or indirect, exists between or among the Company or its subsidiary, on the one hand, and the directors, officers, shareholders, customers, suppliers or other affiliates of the Company or its subsidiary, on the other, that is required by the Securities Act to be described in each of the Registration Statement and the Prospectus and that is not so described in such documents and in the Pricing Disclosure Package.

(x) *Investment Company Act*. The Company is not and, after giving effect to the offering and sale of the Common Shares and the application of the proceeds thereof as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus, will not be required to register as an “investment company” or an entity “controlled” by an “investment company” within the meaning of the Investment Company Act of 1940, as amended, and the rules and regulations of the Commission thereunder (collectively, the “Investment Company Act”).

(y) *Taxes*. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect or for taxes that are being contested in good faith and for which appropriate reserves have been provided in accordance with IFRS, the Company and its subsidiary have paid all taxes and filed all tax returns required to be paid or filed through the date hereof; and except as otherwise disclosed in each of the Registration Statement, the Pricing Disclosure Package and the Prospectus, there is no material tax deficiency that has been, or is reasonably expected to be, asserted against the Company or its subsidiary or any of their respective properties or assets.

(z) *Licenses and Permits*. The Company and its subsidiary possess all licenses, sub-licenses, certificates, permits and other authorizations issued by, and have made all declarations and filings with, the appropriate federal, state, local or foreign governmental or regulatory authorities that are necessary for the ownership or lease of their respective properties or the conduct of their respective businesses as described in each of the Registration Statement, the Pricing Disclosure Package and the Prospectus, and these licenses, sub-licenses, certificates, permits and other authorizations are valid and in full force and effect, except where the failure to possess or make the same or the failure of the same to be valid would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and except as described in each of the Registration Statement, the Pricing Disclosure Package and the Prospectus, neither the Company nor its subsidiary has received written notice of any revocation, suspension or modification of any such license, sub-license, certificate, permit or authorization or has any reason to believe that any such license, sub-license, certificate, permit or authorization required for the continued operation of the business will not be renewed in the ordinary course, except where such modification, suspension or revocation or failure to renew would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(aa) *No Labor Disputes*. No labor disturbance by or dispute with employees of the Company or its subsidiary exists or, to the knowledge of the Company, is contemplated or threatened, and the Company is not aware of any existing or imminent labor disturbance by, or dispute with, the employees of its or its subsidiary’s principal suppliers, contractors or customers, in each case, except as would not have a Material Adverse Effect. Neither the Company nor its subsidiary is or has at any time been a party to any collective bargaining agreement or other labor agreement with respect to employees of the Company or its subsidiary.

(bb) *Certain Environmental Matters.* (i) The Company and its subsidiary (x) are in compliance with all, and have not violated any, applicable federal, state, local and foreign laws (including common law), rules, regulations, requirements, decisions, judgments, decrees, orders and other legally enforceable requirements relating to pollution or the protection of human health or safety, the environment, natural resources, hazardous or toxic substances or wastes, pollutants or contaminants (collectively, "Environmental Laws"); (y) have received and are in compliance with all, and have not violated in the past five years, any permits, licenses, certificates or other authorizations or approvals required of them under any Environmental Laws to conduct their respective businesses; and (z) have not received notice of any actual or potential liability or obligation under or relating to, or any actual or potential violation of, any Environmental Laws, including for the investigation or remediation of any disposal or release of hazardous or toxic substances or wastes, pollutants or contaminants, and have no knowledge of any event or condition that would reasonably be expected to result in any such notice; (ii) there are no costs or liabilities associated with Environmental Laws of or relating to the Company or its subsidiary, except in the case of each of (i) and (ii) above, for any such matter as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and (iii) except as described in each of the Pricing Disclosure Package and the Prospectus, (x) there is no proceeding that is pending, or that is known to be contemplated, against the Company or its subsidiary under any Environmental Laws in which a governmental entity is also a party, other than such proceeding regarding which it is reasonably believed no monetary sanctions of \$300,000 or more will be imposed, (y) the Company and its subsidiary are not aware of any facts or issues regarding compliance with Environmental Laws, or liabilities or other obligations under Environmental Laws or concerning hazardous or toxic substances or wastes, pollutants or contaminants, that would reasonably be expected to have a Material Adverse Effect, and (z) none of the Company or its subsidiary anticipates material capital expenditures relating to any Environmental Laws.

(cc) *Compliance with ERISA.* (i) Each employee benefit plan, within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), for which the Company or any member of its “Controlled Group” (defined as any entity, whether or not incorporated, that is under common control with the Company within the meaning of Section 4001(a)(14) of ERISA or any entity that would be regarded as a single employer with the Company under Section 414(b),(c),(m) or (o) of the Code would have any liability (each, a “Plan”) has been maintained in compliance with its terms and the requirements of any applicable statutes, orders, rules and regulations, including but not limited to ERISA and the Code; (ii) no prohibited transaction, within the meaning of Section 406 of ERISA or Section 4975 of the Code, has occurred with respect to any Plan, excluding transactions effected pursuant to a statutory or administrative exemption; (iii) for each Plan that is subject to the funding rules of Section 412 of the Code or Section 302 of ERISA, no Plan has failed (whether or not waived), or is reasonably expected to fail, to satisfy the minimum funding standards (within the meaning of Section 302 of ERISA or Section 412 of the Code) applicable to such Plan; (iv) no Plan is, or is reasonably expected to be, in “at risk status” (within the meaning of Section 303(i) of ERISA) and no Plan that is a “multiemployer plan” within the meaning of Section 4001(a)(3) of ERISA is in “endangered status” or “critical status” (within the meaning of Sections 304 and 305 of ERISA) (v) the fair market value of the assets of each Plan exceeds the present value of all benefits accrued under such Plan (determined based on those assumptions used to fund such Plan); (vi) no “reportable event” (within the meaning of Section 4043(c) of ERISA and the regulations promulgated thereunder) has occurred or is reasonably expected to occur; (vii) each Plan that is intended to be qualified under Section 401(a) of the Code is so qualified, and, to the knowledge of the Company, nothing has occurred, whether by action or by failure to act, which would cause the loss of such qualification; (viii) neither the Company nor any member of the Controlled Group has incurred, nor reasonably expects to incur, any liability under Title IV of ERISA (other than contributions to the Plan or premiums to the Pension Benefit Guarantee Corporation, in the ordinary course and without default) in respect of a Plan (including a “multiemployer plan” within the meaning of Section 4001(a)(3) of ERISA); and (ix) none of the following events has occurred or is reasonably likely to occur: (A) a material increase in the aggregate amount of contributions required to be made to all Plans by the Company or its Controlled Group affiliates in the current fiscal year of the Company and its Controlled Group affiliates compared to the amount of such contributions made in the Company’s and its Controlled Group affiliates’ most recently completed fiscal year; or (B) a material increase in the Company and its subsidiary’s “accumulated post-retirement benefit obligations” (within the meaning of Accounting Standards Codification Topic 715-60) compared to the amount of such obligations in the Company and its subsidiary’ most recently completed fiscal year, except in each case with respect to the events or conditions set forth in (i) through (ix) hereof, as would not, individually or in the aggregate, have a Material Adverse Effect.

(dd) *Disclosure Controls.* The Company and its subsidiary maintain an effective system of “disclosure controls and procedures” (as defined in Rule 13a-15(e) of the Exchange Act) that is designed to comply with the requirements of the Exchange Act and that has been designed to ensure that information required to be disclosed by the Company in reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the Commission’s rules and forms, including controls and procedures designed to ensure that such information is accumulated and communicated to the Company’s management as appropriate to allow timely decisions regarding required disclosure.

(ee) *Accounting Controls.* The Company and its subsidiary maintain systems of “internal control over financial reporting” (as defined in Rule 13a-15(f) of the Exchange Act) that are designed to comply with the requirements of the Exchange Act and have been designed by, or under the supervision of, their respective principal executive and principal financial officers, or persons performing similar functions, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with IFRS. The Company and its subsidiary maintain internal accounting controls that are designed to provide reasonable assurance that (i) transactions are executed in accordance with management’s general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with IFRS and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management’s general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. Except as disclosed in the Registration Statement, the Pricing Disclosure Package and the Prospectus, no material weaknesses in the Company’s internal controls have been identified. The Company’s auditors and the Audit Committee of the Board of Directors of the Company have been advised of: (i) all significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting which have adversely affected or are reasonably likely to adversely affect the Company’s ability to record, process, summarize and report financial information; and (ii) any fraud, whether or not material, known to the Company, that involves management or other employees who have a significant role in the Company’s internal controls over financial reporting.

(ff) *Insurance.* The Company and its subsidiary have insurance covering their respective properties, operations, personnel and businesses, including business interruption insurance, which insurance the Company reasonably believes is in amounts and insures against such losses and risks as are adequate to protect the Company and its subsidiary and their respective businesses; and neither the Company nor its subsidiary has (i) received notice from any insurer or agent of such insurer that capital improvements or other expenditures are required or necessary to be made in order to continue such insurance or (ii) any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage at reasonable cost from similar insurers as may be necessary to continue its business in all material respects.

(gg) *Cybersecurity; Data Protection.* Except as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus or would not be reasonably expected, individually or in the aggregate, to have a Material Adverse Effect, (i) the Company and its subsidiary’s information technology assets and equipment, computers, systems, networks, hardware, software, websites, applications, and databases (including the data of their respective customers, employees, suppliers, vendors and any third party data maintained by or on behalf of the Company and its subsidiary) (collectively, “IT Systems”) are adequate for, and operate and perform as required in connection with the operation of the business of the Company and its subsidiary, free and clear of all bugs, errors, defects, Trojan horses, time bombs, malware and other corruptants; and (ii) the Company and its subsidiary have implemented and maintained commercially reasonable controls, policies, procedures, and safeguards designed to maintain and protect their confidential information and the integrity, continuous operation, redundancy and security of IT Systems and data (including all personal, personally identifiable, sensitive, confidential or regulated data (“Data”)) used in connection with their businesses. Without limiting the foregoing, the Company and its subsidiary have used commercially reasonable efforts to establish and maintain, and have established, maintained, implemented and complied with, reasonable information technology, information security, cyber security and data protection controls, policies and procedures, including oversight, access controls, encryption, technological and physical safeguards and business continuity/disaster recovery and security plans that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, misuse, unauthorized access, disablement, misappropriation or modification, or other compromise of the IT Systems or Data used in connection with the operation of the Company’s and its subsidiary’ businesses (“Breach”). To the knowledge of the Company, there has been no Breach and the Company and its subsidiary have not been notified of and have no knowledge of any event or condition that would reasonably be expected to result in, any such Breach.

(hh) *Privacy*. The Company and its subsidiary have complied, and are presently in compliance, in all material respects, with all internal and external privacy policies, contractual obligations, applicable laws, statutes, judgments, orders, rules and regulations of any court or arbitrator or other governmental or regulatory authority and any legal obligations regarding the collection, use, transfer, import, export, storage, protection, disposal and disclosure by the Company and its subsidiary of Data (“Data Security Obligations”). Neither the Company nor its subsidiary has received any written notification of or written complaint regarding, or is otherwise aware of any other facts that, individually or in the aggregate, would reasonably indicate material non-compliance with any Data Security Obligation, and there is no action, suit or proceeding by or before any court or governmental agency, authority or body pending or, to the knowledge of the Company, threatened alleging non-compliance with any Data Security Obligation. The Company and its subsidiary have taken all commercially reasonable actions designed to comply with all applicable laws and regulations with respect to Data that are effective as of the date hereof and for which any non-compliance with same would be reasonably likely to create a material liability.

(ii) *No Unlawful Payments*. Neither the Company nor its subsidiary nor any, to the knowledge of the Company, director, officer or employee of the Company or its subsidiary nor, to the knowledge of the Company, any agent or affiliate acting on behalf of the Company or its subsidiary has (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made or taken an act in furtherance of an offer, promise or authorization of any direct or indirect unlawful payment or benefit to any foreign or domestic government official or employee, including of any government-owned or controlled entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office; (iii) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977, as amended, or any applicable law or regulation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, or committed an offence under any applicable provision of the Bribery Act 2010 of the United Kingdom or any other applicable anti-bribery or anti-corruption law; or (iv) made, offered, agreed, requested or taken an act in furtherance of any unlawful bribe or other unlawful benefit, including, without limitation, any rebate, payoff, influence payment, kickback or other unlawful or improper payment or benefit. The Company and its subsidiary have instituted, maintain and enforce, and will continue to maintain and enforce policies and procedures designed to promote and ensure compliance with all applicable anti-bribery and anti-corruption laws.

(jj) *Compliance with Anti-Money Laundering Laws.* The operations of the Company and its subsidiary are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements, including those of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the applicable money laundering statutes of all jurisdictions where the Company or its subsidiary conducts business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines issued, administered or enforced by any governmental agency (collectively, the “Anti-Money Laundering Laws”) and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or its subsidiary with respect to the Anti-Money Laundering Laws is pending or, to the knowledge of the Company, threatened.

(kk) *No Conflicts with Sanctions Laws.* Neither the Company, its subsidiary nor, to the knowledge of the Company, directors, officers, or employees, nor any agent or affiliate acting on behalf of the Company or its subsidiary is currently the subject or the target of any sanctions administered or enforced by the U.S. government, (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury (“OFAC”) or the U.S. Department of State and including, without limitation, the designation as a “specially designated national” or “blocked person”), the United Nations Security Council (“UNSC”), the European Union, Her Majesty’s Treasury (“HMT”) or other relevant sanctions authority (collectively, “Sanctions”), nor is the Company or its subsidiary located, organized or resident in a country or territory that is the subject or target of Sanctions broadly prohibiting transactions or dealings with such country or territory, including, without limitation, Crimea, Cuba, Iran, North Korea and Syria (each, a “Sanctioned Country”); and the Company will not directly or indirectly use the proceeds of the offering of the Common Shares hereunder, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity (i) to fund or facilitate any activities of or business with any person that, at the time of such funding or facilitation, is the subject or target of Sanctions prohibiting such funding or facilitation, (ii) to fund or facilitate any activities of or business in any Sanctioned Country or (iii) in any other manner that will result in a violation by any person (including any person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions. For the past five years, the Company and its subsidiary have not knowingly engaged in and are not now knowingly engaged in any dealings or transactions with any person in violation of Sanctions.

(ll) *No Restrictions on Subsidiaries.* No subsidiary of the Company is currently prohibited, directly or indirectly, under any agreement or other instrument to which it is a party or is subject, from paying any dividends to the Company, from making any other distribution on such subsidiary's capital stock or similar ownership interest, from repaying to the Company any loans or advances to such subsidiary from the Company or from transferring any of such subsidiary's properties or assets to the Company or any other subsidiary of the Company.

(mm) *No Broker's Fees.* Except as disclosed in the Registration Statement, the Pricing Disclosure Package and the Prospectus, neither the Company or its subsidiary is a party to any contract, agreement or understanding with any person (other than this Agreement) that would give rise to a valid claim against any of them or any Underwriter for a brokerage commission, finder's fee or like payment in connection with the offering and sale of the Common Shares.

(nn) *No Registration Rights.* Except as disclosed in the Registration Statement, the Pricing Disclosure Package and the Prospectus, no person has the right to require the Company or its subsidiary to register any securities for sale under the Securities Act by reason of the filing of the Registration Statement with the Commission or the issuance and sale of the Common Shares.

(oo) *No Stabilization.* Neither the Company nor its subsidiary or affiliates has taken, directly or indirectly, without giving effect to activities by the Underwriters, any action designed to or that would reasonably be expected to cause or result in any stabilization or manipulation of the price of the Common Shares.

(pp) *Margin Rules.* Neither the issuance, sale and delivery of the Common Shares nor the application of the proceeds thereof by the Company as described in each of the Registration Statement, the Pricing Disclosure Package and the Prospectus will violate Regulation T, U or X of the Board of Governors of the Federal Reserve System or any other regulation of such Board of Governors.

(qq) *Forward-Looking Statements.* No forward-looking statement (within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act) included in any of the Registration Statement, the Pricing Disclosure Package or the Prospectus has been made or reaffirmed without a reasonable basis or has been disclosed other than in good faith.

(rr) *Statistical and Market Data.* Nothing has come to the attention of the Company that has caused the Company to believe that the statistical and market-related data included in each of the Registration Statement, the Pricing Disclosure Package and the Prospectus is not based on or derived from sources that are reliable and accurate in all material respects.

(ss) *Sarbanes-Oxley Act.* There is no and has been no failure on the part of the Company or, to the knowledge of the Company, any of the Company's directors or officers, in their capacities as such, to comply with any applicable provision of the Sarbanes-Oxley Act of 2002, as amended and the rules and regulations promulgated in connection therewith (the "Sarbanes-Oxley Act"), including Section 402 related to loans.

(tt) *Status under the Securities Act.* At the time of filing the Registration Statement and any post-effective amendment thereto, at the earliest time thereafter that the Company or any offering participant made a *bona fide* offer (within the meaning of Rule 164(h)(2) under the Securities Act) of the Common Shares and at the date hereof, the Company was not and is not an “ineligible issuer,” as defined in Rule 405 under the Securities Act.

(uu) *No Ratings.* There are (and prior to the Closing Date, will be) no debt securities, convertible securities or preferred stock issued or guaranteed by the Company or its subsidiary that are rated by a “nationally recognized statistical rating organization”, as such term is defined in Section 3(a)(62) under the Exchange Act.

(vv) *Regulatory Matters; Products and Product Candidates.* Except as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus, the Company (collectively with its subsidiary): (i) has operated and currently operates its business in compliance in all material respects with applicable provisions of the Health Care Laws (as defined below) of the Food and Drug Administration (“FDA”), the Department of Health and Human Services and any comparable foreign or other regulatory authority to which they are subject (collectively, the “Applicable Regulatory Authorities”) applicable to the ownership, testing, development, manufacture, packaging, processing, use, distribution, storage, import, export or disposal of any of the Company’s or its subsidiary’s product candidates or any product manufactured or distributed by the Company; (ii) has not received any FDA Form 483, written notice of adverse finding, warning letter, untitled letter or other correspondence or written notice from any court or arbitrator or governmental or regulatory authority alleging or asserting non-compliance with (A) any Health Care Laws or (B) any licenses, certificates, approvals, clearances, exemptions, authorizations, permits and supplements or amendments thereto required by any such Health Care Laws (“Regulatory Authorizations”); (iii) possesses all Regulatory Authorizations required to conduct its business as currently conducted, except where the absence of such Regulatory Authorizations would not be reasonably expected, individually or in the aggregate, to have a Material Adverse Effect, and such Regulatory Authorizations are valid and in full force and effect in all material respects and the Company is not in material violation of any term of any such Regulatory Authorizations; (iv) has not received written notice of any claim, action, suit, proceeding, hearing, enforcement, investigation, arbitration or other action from the Applicable Regulatory Authorities or any other third party alleging that any product of the Company is in violation of any Health Care Laws or Regulatory Authorizations and has no knowledge that the Applicable Regulatory Authorities or any other third party is considering any such claim, litigation, arbitration, action, suit, investigation or proceeding; (v) has not received written notice that any of the Applicable Regulatory Authorities has taken, is taking or intends to take action to limit, suspend, modify or revoke any material Regulatory Authorizations and has no knowledge that any of the Applicable Regulatory Authorities is considering such action; (vi) has filed, obtained, maintained or submitted all material reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments as required by any Health Care Laws or Regulatory Authorizations and that all such material reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments were complete and correct on the date filed (or were corrected or supplemented by a subsequent submission); (vii) is not a party to and does not have any ongoing reporting obligations pursuant to any material corporate integrity agreements, deferred prosecution agreements, monitoring agreements, consent decrees, settlement orders, plans of correction or similar agreements with or imposed by any Applicable Regulatory Authority; and (viii) along with its employees, officers and directors, has not been excluded, suspended or debarred from participation in any government health care program or human clinical research and, to the knowledge of the Company, is not subject to a governmental inquiry, investigation, proceeding, or other similar action that could reasonably be expected to result in debarment, suspension, or exclusion.

The term “Health Care Laws” means Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395hhh (the Medicare statute); Title XIX of the Social Security Act, 42 U.S.C. §§ 1396-1396v (the Medicaid statute); the Federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b); the civil False Claims Act, 31 U.S.C. §§ 3729 et seq.; the criminal False Claims Act, 42 U.S.C. 1320a-7b(a); any criminal laws relating to health care fraud and abuse, including but not limited to 18 U.S.C. Sections 286 and 287 and the health care fraud criminal provisions under the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §§ 1320d et seq., (“HIPAA”); the Civil Monetary Penalties Law, 42 U.S.C. §§ 1320a-7a and 1320a-7b; the Physician Payments Sunshine Act, 42 U.S.C. § 1320a-7h; the Exclusion Statute, 42 U.S.C. § 1320a-7; HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act, 42 U.S.C. §§ 17921 et seq.; the Federal Food, Drug, and Cosmetic Act, 21 U.S.C. §§ 301 et seq.; the Public Health Service Act, 42 U.S.C. §§ 201 et seq.; the regulations promulgated pursuant to such laws; and any similar federal, state and local laws and regulations.

(ww) *Preclinical Studies and Clinical Trials.* (i) Except as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus, the pre-clinical studies and clinical trials conducted by or, to the knowledge of the Company, on behalf of or sponsored by the Company or its subsidiary, or in which the Company or its subsidiary have participated that are described in the Registration Statement, the Pricing Disclosure Package and the Prospectus or the results of which are referred to in the Registration Statement, the Pricing Disclosure Package and the Prospectus, as applicable, were, and if still pending are, being conducted in all material respects in accordance with standard medical and scientific research standards and procedures for products or product candidates comparable to those being developed by the Company and all applicable statutes and all applicable rules and regulations of the Regulatory Authorities and current Good Clinical Practices and Good Laboratory Practices; (ii) the descriptions in the Registration Statement, the Pricing Disclosure Package and the Prospectus of the results of such studies and trials are accurate and complete in all material respects and fairly present the data derived therefrom; (iii) the Company has no knowledge of any other studies or trials not described in the Registration Statement, the Pricing Disclosure Package and the Prospectus the results of which are inconsistent with or call into question the results described or referred to in the Registration Statement, the Pricing Disclosure Package and the Prospectus; (iv) the Company has operated at all times and is currently in compliance in all material respects with all applicable statutes, rules and regulations of the Regulatory Authorities; (v) the Company has provided the Underwriters with all substantive written notices, correspondence and summaries of all other communications from the Regulatory Authorities; and (vi) the Company or its subsidiary have not received any written notices, correspondence or other communications from the Regulatory Authorities or any other governmental agency requiring or threatening the termination, modification or suspension of any pre-clinical studies or clinical trials that are described in the Registration Statement, the Pricing Disclosure Package and the Prospectus or the results of which are referred to in the Registration Statement, the Pricing Disclosure Package and the Prospectus other than ordinary course communications with respect to modifications in connection with the design and implementation of such studies or trials, and, to the Company's knowledge, there are no reasonable grounds for the same. No investigational new drug application or comparable submission filed by or on behalf of the Company or its subsidiary with the FDA or any other Applicable Regulatory Authority has been terminated or suspended by the FDA or such other Applicable Regulatory Authority. The Company has obtained (or caused to be obtained) informed consent by or on behalf of each human subject who participated in a company trial. In using or disclosing patient information received by the Company or its subsidiary in connection with a company trial, the Company has complied with all applicable laws and regulatory rules or requirements, including, without limitation, HIPAA and the rules and regulations thereunder. To the Company's knowledge, none of the Company's trials involved any investigator who has been disqualified as a clinical investigator or has been found by the FDA or any other Applicable Regulatory Authority to have engaged in scientific misconduct.

(xx) *Directed Share Program.* The Company represents and warrants that (i) the Registration Statement, the Pricing Disclosure Package and the Prospectus, any Preliminary Prospectus and any Issuer Free Writing Prospectuses comply in all material respects, and any further amendments or supplements thereto will comply in all material respects, with any applicable laws or regulations of foreign jurisdictions in which the Pricing Disclosure Package, the Prospectus, any Preliminary Prospectus and any Issuer Free Writing Prospectus, as amended or supplemented, if applicable, are distributed in connection with the Directed Share Program, and that (ii) no authorization, approval, consent, license, order, registration or qualification of or with any government, governmental instrumentality or court, other than such as have been obtained, is necessary under the securities laws and regulations of foreign jurisdictions in which the Directed Shares are offered outside the United States. The Company has not offered, or caused the Underwriters to offer, Common Shares to any person pursuant to the Directed Share Program with the specific intent to unlawfully influence (i) a customer or supplier of the Company to alter the customer's or supplier's level or type of business with the Company, or (ii) a trade journalist or publication to write or publish favorable information about the Company or its products.

(yy) *Stamp Taxes*. No stamp duties or other issuance, transfer or similar documentary taxes or duties are payable by or on behalf of the Underwriters in The Netherlands, the United States or any political subdivision or taxing authority thereof in connection with (A) the execution, delivery and performance of this Agreement, (B) the issuance and delivery of the Common Shares in the manner contemplated by this Agreement and the Prospectus or (C) the initial sale and delivery by the Underwriters of the Common Shares as contemplated herein and in the Prospectus.

(zz) *No Immunity*. Neither the Company nor its subsidiary or their properties or assets has immunity under Dutch, U.S. federal or New York state law from any legal action, suit or proceeding, from the giving of any relief in any such legal action, suit or proceeding, from set-off or counterclaim, from the jurisdiction of any Dutch, U.S. federal or New York state court, from service of process, attachment upon or prior to judgment, or attachment in aid of execution of judgment, or from execution of a judgment, or other legal process or proceeding for the giving of any relief or for the enforcement of a judgment, in any such court with respect to their respective obligations, liabilities or any other matter under or arising out of or in connection herewith; and, to the extent that the Company or its subsidiary or any of its properties, assets or revenues may have or may hereafter become entitled to any such right of immunity in any such court in which proceedings arising out of, or relating to the transactions contemplated by this Agreement, may at any time be commenced, the Company has, pursuant to Section 16(e) of this Agreement, waived, and it will waive, or will cause its subsidiary to waive, such right to the extent permitted by law.

(aaa) *Enforcement of Foreign Judgments*. Any final judgment for a fixed or determined sum of money rendered by any U.S. federal or New York state court located in the State of New York having jurisdiction under its own laws in respect of any suit, action or proceeding against the Company based upon this Agreement would be declared enforceable against the Company by the courts of The Netherlands, without reconsideration or reexamination of the merits, subject to the restrictions described under the caption "Enforcement of civil liabilities" in the Registration Statement, the Pricing Disclosure Package and the Prospectus.

(bbb) *Valid Choice of Law*. The choice of laws of the State of New York as the governing law of this Agreement is a valid choice of law under the laws of The Netherlands and will be honored by the courts of The Netherlands, subject to the restrictions described under the caption "Enforceability of civil liabilities" in the Registration Statement, the Pricing Disclosure Package and the Prospectus. The Company has the power to submit, and pursuant to Section 16(c) of this Agreement, has legally, validly, effectively and irrevocably submitted, to the personal jurisdiction of each New York state and United States federal court sitting in the City of New York and has validly and irrevocably waived any objection to the laying of venue of any suit, action or proceeding brought in such court.

(ccc) *Indemnification and Contribution.* The indemnification and contribution provisions set forth in Section 7 hereof do not contravene Dutch law or public policy.

(eee) *Dividends.* Except as disclosed in the Registration Statement, the Pricing Disclosure Package and the Prospectus, (i) no approvals are currently required in The Netherlands in order for the Company to pay dividends or other distributions declared by the Company to the holders of Common Shares, (ii) under current laws and regulations of The Netherlands and any political subdivision thereof, any amount payable with respect to the Common Shares upon liquidation of the Company or upon redemption thereof and dividends and other distributions declared and payable on the share capital of the Company may be paid by the Company in United States dollars or euros and freely transferred out of The Netherlands, (iii) and no such payments made to the holders thereof or therein who are non-residents of The Netherlands will be subject to income, withholding or other taxes under laws and regulations of The Netherlands or any political subdivision or taxing authority thereof or therein and without the necessity of obtaining any governmental authorization in The Netherlands or any political subdivision or taxing authority thereof or therein.

(fff) *Legal Action.* Except as disclosed in the Registration Statement, the Pricing Disclosure Package and the Prospectus, a holder of the Common Shares and each Underwriter are each entitled to sue as plaintiff in the court of the jurisdiction of formation and domicile of the Company for the enforcement of their respective rights under this Agreement and the Common Shares and such access to such courts will not be subject to any conditions which are not applicable to residents of such jurisdiction or a company incorporated in such jurisdiction except that plaintiffs not residing in The Netherlands may be required to guarantee payment of a possible order for payment of costs or damages at the request of the defendant.

(ggg) *Foreign Private Issuer.* The Company is a “foreign private issuer” as defined in Rule 405 under the Securities Act.

4. Further Agreements of the Company. The Company covenants and agrees with each Underwriter that:

(a) *Required Filings.* The Company will file the final Prospectus with the Commission within the time periods specified by Rule 424(b) and Rule 430A, 430B or 430C under the Securities Act, will file any Issuer Free Writing Prospectus to the extent required by Rule 433 under the Securities Act; and the Company will furnish copies of the Prospectus and each Issuer Free Writing Prospectus (to the extent not previously delivered) to the Underwriters in New York City prior to 10:00 A.M., New York City time, as soon as reasonably practicable, but in any event no later than the second business day next succeeding the date of filing in such quantities as the Representatives may reasonably request.

(b) *Delivery of Copies.* The Company will deliver, without charge, (i) to the Representatives, upon the request of the Representatives, conformed copies of the Registration Statement as originally filed and each amendment thereto, in each case including all exhibits and consents filed therewith; and (ii) to each Underwriter, upon the request of such Underwriter, (A) a conformed copy of the Registration Statement as originally filed and each amendment thereto (without exhibits) and (B) during the Prospectus Delivery Period (as defined below), as many copies of the Prospectus (including all amendments and supplements thereto and each Issuer Free Writing Prospectus) as the Representatives may reasonably request. As used herein, the term “Prospectus Delivery Period” means such period of time after the first date of the public offering of the Common Shares as in the opinion of counsel for the Underwriters a prospectus relating to the Common Shares is required by law to be delivered (or required to be delivered but for Rule 172 under the Securities Act) in connection with sales of the Common Shares by any Underwriter or dealer.

(c) *Amendments or Supplements, Issuer Free Writing Prospectuses.* Before using, authorizing, approving, referring to or filing any Issuer Free Writing Prospectus, and before filing any amendment or supplement to the Registration Statement, the Pricing Disclosure Package or the Prospectus, the Company will furnish to the Representatives and counsel for the Underwriters a copy of the proposed Issuer Free Writing Prospectus, amendment or supplement for review and will not use, authorize, approve, refer to or file any such Issuer Free Writing Prospectus or file any such proposed amendment or supplement to which the Representatives reasonably object.

(d) *Notice to the Representatives.* The Company will advise the Representatives promptly, and confirm such advice in writing (which confirmation may be delivered by electronic mail), (i) when the Registration Statement has become effective; (ii) when any amendment to the Registration Statement has been filed or becomes effective; (iii) when any supplement to the Pricing Disclosure Package, the Prospectus, any Issuer Free Writing Prospectus, any Written Testing-the-Waters Communication or any amendment to the Prospectus has been filed or distributed; (iv) of any request by the Commission for any amendment to the Registration Statement or any amendment or supplement to the Prospectus or the receipt of any comments from the Commission relating to the Registration Statement or any other request by the Commission for any additional information including, but not limited to, any request for information concerning any Testing-the-Waters Communication; (v) of the issuance by the Commission of any order suspending the effectiveness of the Registration Statement or preventing or suspending the use of any Preliminary Prospectus, the Pricing Disclosure Package, the Prospectus or any Written Testing-the-Waters Communication or, to the knowledge of the Company, the initiation or threatening of any proceeding for that purpose or pursuant to Section 8A of the Securities Act; (vi) of the occurrence of any event or development within the Prospectus Delivery Period as a result of which the Prospectus, the Pricing Disclosure Package, any Issuer Free Writing Prospectus or any Written Testing-the-Waters Communication as then amended or supplemented would include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing when the Prospectus, the Pricing Disclosure Package, any such Issuer Free Writing Prospectus or any Written Testing-the-Waters Communication is delivered to a purchaser, not misleading; and (vii) of the receipt by the Company of any notice with respect to any suspension of the qualification of the Common Shares for offer and sale in any jurisdiction or, to the knowledge of the Company, the initiation or threatening of any proceeding for such purpose; and the Company will use its reasonable best efforts to prevent the issuance of any such order suspending the effectiveness of the Registration Statement, preventing or suspending the use of any Preliminary Prospectus, any of the Pricing Disclosure Package, the Prospectus or any Written Testing-the-Waters Communication or suspending any such qualification of the Common Shares and, if any such order is issued, will use its reasonable best efforts to obtain as soon as possible the withdrawal thereof.

(e) *Ongoing Compliance.* (1) If during the Prospectus Delivery Period (i) any event or development shall occur or condition shall exist as a result of which the Prospectus as then amended or supplemented would include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances existing when the Prospectus is delivered to a purchaser, not misleading or (ii) it is necessary to amend or supplement the Prospectus to comply with applicable law, the Company will immediately promptly notify the Underwriters thereof and forthwith prepare and, subject to paragraph (c) above, file with the Commission and furnish to the Underwriters and to such dealers as the Representatives may designate such amendments or supplements to the Prospectus as may be necessary so that the statements in the Prospectus as so amended or supplemented will not, in the light of the circumstances existing when the Prospectus is delivered to a purchaser, be misleading or so that the Prospectus will comply with applicable law and (2) if at any time prior to the Closing Date (i) any event or development shall occur or condition shall exist as a result of which the Pricing Disclosure Package as then amended or supplemented would include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances existing when the Pricing Disclosure Package is delivered to a purchaser, not misleading or (ii) it is necessary to amend or supplement the Pricing Disclosure Package to comply with law, the Company will promptly notify the Underwriters thereof and forthwith prepare and, subject to paragraph (c) above, file with the Commission (to the extent required) and furnish to the Underwriters and to such dealers as the Representatives may designate such amendments or supplements to the Pricing Disclosure Package as may be necessary so that the statements in the Pricing Disclosure Package as so amended or supplemented will not, in the light of the circumstances existing when the Pricing Disclosure Package is delivered to a purchaser, be misleading or so that the Pricing Disclosure Package will comply with applicable law.

(f) *Blue Sky Compliance.* The Company will use its commercially reasonable efforts, with the Underwriters' cooperation, if necessary, to qualify the Common Shares for offer and sale under the securities or Blue Sky laws of such jurisdictions as the Representatives shall reasonably request and will use its commercially reasonable efforts, with the Underwriters' cooperation, if necessary, to continue such qualifications in effect so long as required for distribution of the Common Shares; provided that the Company shall not be required to (i) qualify as a foreign corporation or other entity or as a dealer in securities in any such jurisdiction where it would not otherwise be required to so qualify, (ii) file any general consent to service of process in any such jurisdiction or (iii) subject itself to taxation in any such jurisdiction if it is not otherwise so subject.

(g) *Earning Statement.* The Company will make generally available to its security holders and the Representatives as soon as reasonably practicable (which may be satisfied by the Company filing its Annual Report on Form 20-F on the Commission's Electronic Data Gathering, Analysis and Retrieval system ("EDGAR")) an earning statement that satisfies the provisions of Section 11(a) of the Securities Act and Rule 158 of the Commission promulgated thereunder covering a period of at least twelve months beginning with the first fiscal quarter of the Company occurring after the "effective date" (as defined in Rule 158) of the Registration Statement.

(h) *Clear Market.* For a period of 180 days after the date of the Prospectus, the Company will not (i) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, or submit to, or file with, the Commission a registration statement under the Securities Act relating to, any shares of Stock or any securities convertible into or exercisable or exchangeable for Stock, or publicly disclose the intention to undertake any of the foregoing, or (ii) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of the Stock or any such other securities, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Stock or such other securities, in cash or otherwise, without the prior written consent of the Representatives, other than the Common Shares to be sold hereunder.

The restrictions described above do not apply to (i) the issuance of shares of Stock or securities convertible into or exercisable for shares of Stock pursuant to the conversion or exchange of convertible or exchangeable securities or the exercise of warrants or options (including net exercise) or the settlement of RSUs (including net settlement), in each case outstanding on the date of this Agreement and described in the Prospectus; (ii) grants of stock options, stock awards, restricted stock, RSUs, or other equity awards and the issuance of shares of Stock or securities convertible into or exercisable or exchangeable for shares of Stock (whether upon the exercise of stock options or otherwise) to the Company's employees, officers, directors, advisors, or consultants pursuant to the terms of an equity compensation plan in effect as of the Closing Date and described in the Prospectus, provided that such recipients enter into a lock-up agreement with the Underwriters; (iii) the filing of any registration statement on Form S-8 relating to securities granted or to be granted pursuant to any plan in effect on the date of this Agreement and described in the Prospectus or any assumed benefit plan pursuant to an acquisition or similar strategic transaction; (iv) Common Shares or other securities of the Company issued in connection with a transaction with an unaffiliated third party that includes a bona fide commercial relationship (including joint ventures, marketing or distribution arrangements, collaboration agreements or intellectual property license agreements) or any acquisition of assets or equity of another entity (whether by merger, consolidation, acquisition of equity interests or otherwise), provided that (x) the aggregate number of shares issued pursuant to this clause (iv) shall not exceed ten percent of the total number of outstanding Common Shares immediately following the issuance and sale of the Underwritten Shares pursuant hereto and (y) the recipient of any such shares of Common Shares or securities issued pursuant to this clause (iv) during the 180-day restricted period described above shall enter into a lock-up agreement with the Underwriters; or (v) the Common Shares issuable to Stichting VUmc ("VUmc") pursuant to the Restated and Amended License and Assignment Agreement, dated as of February 25, 2021, between VUmc and the Company, provided that VUmc shall enter into a lock-up agreement with the Underwriters.

If the Representatives, in their sole discretion, agree to release or waive the restrictions set forth in a lock-up letter described in Section 6(o) hereof for an officer or director of the Company and provide the Company with notice of the impending release or waiver substantially in the form of Exhibit B hereto at least three business days before the effective date of the release or waiver, the Company agrees to announce the impending release or waiver substantially in the form of Exhibit C hereto through a major news service at least two business days before the effective date of the release or waiver.

(i) *Use of Proceeds.* The Company will apply the net proceeds from the sale of the Common Shares as described in each of the Registration Statement, the Pricing Disclosure Package and the Prospectus under the heading "Use of proceeds."

(j) *No Stabilization.* Neither the Company nor its subsidiary will take, directly or indirectly, any action designed to or that would reasonably be expected to cause or result in any stabilization or manipulation of the price of the Stock.

(k) *Exchange Listing.* The Company will use its reasonable best efforts to list, subject to notice of issuance, the Common Shares on the Exchange.

(l) *Reports.* For a period of one year from the date of this Agreement, the Company will furnish to the Representatives, as soon as they are available, copies of all reports or other communications (financial or other) furnished to holders of the Common Shares, and copies of any reports and financial statements furnished to or filed with the Commission or any national securities exchange or automatic quotation system; provided the Company will be deemed to have furnished such reports and financial statements to the Representatives to the extent they are filed on EDGAR, or any successor to such system.

(m) *Record Retention.* The Company will, pursuant to reasonable procedures developed in good faith, retain copies of each Issuer Free Writing Prospectus that is not filed with the Commission in accordance with Rule 433 under the Securities Act.

(n) *Filings.* The Company will file with the Commission such reports as may be required by Rule 463 under the Securities Act.

(o) *Directed Share Program.* The Company will comply with all applicable securities and other laws, rules and regulations in each jurisdiction in which the Directed Shares are offered in connection with the Directed Share Program. The Company will ensure that the Directed Shares will be restricted to the extent required by FINRA or its rules from sale, transfer, assignment, pledge or hypothecation for a period of three months following the date of the effectiveness of the Registration Statement. The Directed Share Underwriter will notify the Company as to which Participants will need to be so restricted. The Company will direct the transfer agent to place stop transfer restrictions upon such securities for such period of time. Should the Company release, or seek to release, from such restrictions any of the Directed Shares, the Company agrees to reimburse the Underwriters for any reasonable expenses (including, without limitation, legal expenses) they incur in connection with such release.

(p) *Emerging Growth Company; Foreign Private Issuer.* The Company will promptly notify the Representatives if the Company ceases to be an Emerging Growth Company or a Foreign Private Issuer at any time prior to the later of (i) completion of the distribution of Common Shares within the meaning of the Securities Act and (ii) completion of the 180-day restricted period referred to in Section 4(h) hereof.

(q) *Tax Indemnity.* The Company will indemnify and hold harmless the Underwriters against any documentary, stamp, issuance, registration or similar tax or duty, including any interest and penalties, on the sale of the Common Shares by the Company to the Underwriters in the manner contemplated by this Agreement and the Prospectus and on the execution and delivery of this Agreement. All payments to be made by the Company hereunder shall be made without withholding or deduction for or on account of any present or future taxes, duties or governmental charges imposed, levied, withheld or assessed by the Netherlands or any political subdivision or taxing authority therein or thereof unless the Company is compelled by law to deduct or withhold such taxes, duties or charges. In that event, except for any net income, capital gains or franchise taxes imposed on the Underwriters by The Netherlands or the United States or any political subdivision of taxing authority thereof or therein as a result of any present or former connection (other than any connection resulting from the transactions contemplated by this Agreement) between the Underwriters and the jurisdiction imposing such withholding or deductions, the Company shall pay such additional amounts as may be necessary in order to ensure that the net amounts received after such withholding or deductions shall equal the amounts that would have been received if no withholding or deduction has been made.

5. Certain Agreements of the Underwriters. Each Underwriter hereby represents and agrees that:

(a) It has not and will not use, authorize use of, refer to or participate in the planning for use of, any “free writing prospectus”, as defined in Rule 405 under the Securities Act (which term includes use of any written information furnished to the Commission by the Company and not incorporated by reference into the Registration Statement and any press release issued by the Company) other than (i) a free writing prospectus that contains no “issuer information” (as defined in Rule 433(h)(2) under the Securities Act) that was not included (including through incorporation by reference) in the Preliminary Prospectus or a previously filed Issuer Free Writing Prospectus, (ii) any Issuer Free Writing Prospectus listed on Annex A or prepared pursuant to Section 3(c) or Section 4(c) above (including any electronic road show approved in advance by the Company), or (iii) any free writing prospectus prepared by such Underwriter and approved by the Company in advance in writing (each such free writing prospectus referred to in clauses (i) or (iii), an “Underwriter Free Writing Prospectus”).

(b) It has not and will not, without the prior written consent of the Company, use any free writing prospectus that contains the final terms of the Common Shares unless such terms have previously been included in a free writing prospectus filed with the Commission; *provided* that Underwriters may use a term sheet substantially in the form of Annex C hereto without the consent of the Company; *provided further* that any Underwriter using such term sheet shall notify the Company, and provide a copy of such term sheet to the Company, prior to, or substantially concurrently with, the first use of such term sheet.

(c) It is not subject to any pending proceeding under Section 8A of the Securities Act with respect to the offering (and will promptly notify the Company if any such proceeding against it is initiated during the Prospectus Delivery Period).

6. Conditions of Underwriters’ Obligations. The obligation of each Underwriter to purchase the Underwritten Shares on the Closing Date or the Option Shares on the Additional Closing Date, as the case may be, as provided herein is subject to the performance by the Company of its covenants and other obligations hereunder and to the following additional conditions:

(a) *Registration Compliance; No Stop Order.* No order suspending the effectiveness of the Registration Statement shall be in effect, and no proceeding for such purpose or pursuant to Section 8A under the Securities Act shall be pending before or, to the knowledge of the Company, threatened by the Commission; the Prospectus and each Issuer Free Writing Prospectus shall have been timely filed with the Commission under the Securities Act (in the case of an Issuer Free Writing Prospectus, to the extent required by Rule 433 under the Securities Act) and in accordance with Section 4(a) hereof; and all requests by the Commission for additional information shall have been complied with to the reasonable satisfaction of the Representatives.

(b) *Representations and Warranties.* The representations and warranties of the Company contained herein shall be true and correct on the date hereof and on and as of the Closing Date or the Additional Closing Date, as the case may be; and the statements of the Company and its officers made in any certificates delivered pursuant to this Agreement shall be true and correct on and as of the Closing Date or the Additional Closing Date, as the case may be.

(c) *No Material Adverse Change.* No event or condition of a type described in Section 3(h) hereof shall have occurred or shall exist, which event or condition is not described in the Pricing Disclosure Package (excluding any amendment or supplement thereto) and the Prospectus (excluding any amendment or supplement thereto) and the effect of which in the judgment of the Representatives makes it impracticable or inadvisable to proceed with the offering, sale or delivery of the Common Shares on the Closing Date or the Additional Closing Date, as the case may be, on the terms and in the manner contemplated by this Agreement, the Pricing Disclosure Package and the Prospectus.

(d) *Officer's Certificate.* The Representatives shall have received on and as of the Closing Date or the Additional Closing Date, as the case may be, a certificate of the chief financial officer or chief accounting officer of the Company and one additional senior executive officer of the Company who is satisfactory to the Representatives on behalf of the Company and not in their individual capacities (i) confirming that such officers have carefully reviewed the Registration Statement, the Pricing Disclosure Package and the Prospectus and, to the knowledge of such officers, the representations set forth in Sections 3(b) and 3(d) hereof are true and correct, (ii) confirming that the other representations and warranties of the Company in this Agreement are true and correct and that the Company has complied in all material respects with all agreements and satisfied all conditions on its part to be performed or satisfied hereunder at or prior to the Closing Date or the Additional Closing Date, as the case may be, and (iii) to the effect set forth in paragraphs (a) and (c) above.

(e) *Comfort Letters.* On the date of this Agreement and on the Closing Date or the Additional Closing Date, as the case may be, PricewaterhouseCoopers Accountants N.V. shall have furnished to the Representatives, at the request of the Company, letters, dated the respective dates of delivery thereof and addressed to the Underwriters, in form and substance reasonably satisfactory to the Representatives, containing statements and information of the type customarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information contained in each of the Registration Statement, the Pricing Disclosure Package and the Prospectus; provided, that the letter delivered on the Closing Date or the Additional Closing Date, as the case may be, shall use a "cut-off" date no more than three business days prior to such Closing Date or such Additional Closing Date, as the case may be.

(f) *Opinion and 10b-5 Statement of U.S. Counsel for the Company.* Cooley LLP, U.S. counsel for the Company, shall have furnished to the Representatives, at the request of the Company, their written opinion and 10b-5 statement, dated the Closing Date or the Additional Closing Date, as the case may be, and addressed to the Underwriters, in form and substance reasonably satisfactory to the Representatives.

(g) *Opinion of U.S. Intellectual Property Counsel for the Company.* Cooley LLP, U.S. intellectual property counsel for the Company, shall have furnished to the Representatives, at the request of the Company, their written opinion, dated the Closing Date or the Additional Closing Date, as the case may be, and addressed to the Underwriters, in form and substance reasonably satisfactory to the Representatives.

(h) *Opinion of Dutch Counsel for the Company.* NautaDutilh N.V., Dutch counsel for the Company, shall have furnished to the Representatives, at the request of the Company, their written opinion, dated the Closing Date or the Additional Closing Date, as the case may be, and addressed to the Underwriters, in form and substance reasonably satisfactory to the Representatives.

(i) *Opinion and 10b-5 Statement of U.S. Counsel for the Underwriters.* The Representatives shall have received on and as of the Closing Date or the Additional Closing Date, as the case may be, an opinion and 10b-5 statement, addressed to the Underwriters, of Davis Polk & Wardwell LLP, U.S. counsel for the Underwriters, with respect to such matters as the Representatives may reasonably request, and such counsel shall have received such documents and information as they may reasonably request to enable them to pass upon such matters.

(j) *Opinion of Dutch Counsel for the Underwriters.* The Representatives shall have received on and as of the Closing Date or the Additional Closing Date, as the case may be, an opinion addressed to the Underwriters, of De Brauw Blackstone Westbroek N.V., Dutch counsel for the Underwriters, with respect to such matters as the Representatives may reasonably request, and such counsel shall have received such documents and information as they may reasonably request to enable them to pass upon such matters.

(k) *No Legal Impediment to Issuance and Sale.* No action shall have been taken and no statute, rule, regulation or order shall have been enacted, adopted or issued by any federal, state or foreign governmental or regulatory authority that would, as of the Closing Date or the Additional Closing Date, as the case may be, prevent the issuance or sale of the Common Shares; and no injunction or order of any federal, state or foreign court shall have been issued that would, as of the Closing Date or the Additional Closing Date, as the case may be, prevent the issuance or sale of the Common Shares.

(l) *Good Standing.* The Representatives shall have received on and as of the Closing Date or the Additional Closing Date, as the case may be, satisfactory evidence of the good standing of the Company and its subsidiary in their respective jurisdictions of organization and their good standing in such other jurisdictions as the Representatives may reasonably request (to the extent such concepts are applicable in such jurisdictions), in each case in writing or any standard form of telecommunication from the appropriate governmental authorities of such jurisdictions.

(m) *Exchange Listing*. The Common Shares to be delivered on the Closing Date or the Additional Closing Date, as the case may be, shall have been approved for listing on the Exchange, subject to official notice of issuance.

(n) *Lock-up Agreements*. The “lock-up” agreements, each substantially in the form of Exhibit D hereto, between you and certain shareholders, officers and directors of the Company relating to sales and certain other dispositions of Stock or certain other securities, delivered to you on or before the date hereof, shall be full force and effect on the Closing Date or the Additional Closing Date, as the case may be.

(o) *Corporate Changes*. The Company shall have changed its corporate form from a Dutch private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) into a Dutch public limited company (*naamloze vennootschap*) and shall have changed its corporate name from LAVA Therapeutics B.V. to LAVA Therapeutics N.V.

(p) *Chief Financial Officer Certificate*. On the date of this Agreement and on the Closing Date or the Additional Closing Date, as the case may be, the Company shall have furnished to the Representative a certificate, dated the respective dates of delivery thereof and addressed to the Underwriters, of its chief financial officer with respect to certain financial data contained in the Pricing Disclosure Package and the Prospectus, providing “management comfort” with respect to such information, in form and substance reasonably satisfactory to the Representative.

(q) *Additional Documents*. On or prior to the Closing Date or the Additional Closing Date, as the case may be, the Company shall have furnished to the Representatives such further certificates and documents as the Representatives may reasonably request.

All opinions, letters, certificates and evidence mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof only if they are in form and substance reasonably satisfactory to counsel for the Underwriters.

7. Indemnification and Contribution.

(a) *Indemnification of the Underwriters.* The Company agrees to indemnify and hold harmless each Underwriter, its affiliates, directors and officers and each person, if any, who controls such Underwriter within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, from and against any and all losses, claims, damages and liabilities (including, without limitation, reasonably incurred and documented legal fees and other reasonably incurred and documented expenses incurred in connection with defending or investigating any suit, action or proceeding or any claim asserted, as such fees and expenses are incurred), joint or several, that arise out of, or are based upon, (i) any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein, not misleading, or (ii) any untrue statement or alleged untrue statement of a material fact contained in the Prospectus (or any amendment or supplement thereto), any Preliminary Prospectus, any Issuer Free Writing Prospectus, any “issuer information” filed or required to be filed pursuant to Rule 433(d) under the Securities Act, any Written Testing-the-Waters Communication, any road show as defined in Rule 433(h) under the Securities Act (a “road show”) or any Pricing Disclosure Package (including any Pricing Disclosure Package that has subsequently been amended), or caused by any omission or alleged omission to state therein a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, in each case except insofar as such losses, claims, damages or liabilities arise out of, or are based upon, any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with any information relating to any Underwriter furnished to the Company in writing by such Underwriter through the Representatives expressly for use therein, it being understood and agreed that the only such information furnished by any Underwriter consists of the information described as such in paragraph (b) below.

(b) *Indemnification of the Company.* Each Underwriter agrees, severally and not jointly, to indemnify and hold harmless the Company, its directors, its officers who signed the Registration Statement and each person, if any, who controls the Company within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act to the same extent as the indemnity set forth in paragraph (a) above, but only with respect to any losses, claims, damages or liabilities (including, without limitation, reasonably incurred and documented legal fees and other reasonably incurred and documented expenses incurred in connection with any suit, action or proceeding or any claim asserted, as such fees and expenses are incurred) that arise out of, or are based upon, any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with any information relating to such Underwriter furnished to the Company in writing by such Underwriter through the Representatives expressly for use in the Registration Statement, the Prospectus (or any amendment or supplement thereto), any Preliminary Prospectus, any Issuer Free Writing Prospectus, any Written Testing-the-Waters Communication, any road show or any Pricing Disclosure Package (including any Pricing Disclosure Package that has subsequently been amended), it being understood and agreed upon that the only such information furnished by any Underwriter consists of the following information in the Prospectus furnished on behalf of each Underwriter: the concession and reallowance figures appearing in the third paragraph under the caption “Underwriting” and the information contained in the fifteenth and sixteenth paragraphs under the caption “Underwriting.”

(c) *Notice and Procedures.* If any suit, action, proceeding (including any governmental or regulatory investigation), claim or demand shall be brought or asserted against any person in respect of which indemnification may be sought pursuant to the preceding paragraphs of this Section 7, such person (the “Indemnified Person”) shall promptly notify the person against whom such indemnification may be sought (the “Indemnifying Person”) in writing; provided that the failure to notify the Indemnifying Person shall not relieve it from any liability that it may have under the preceding paragraphs of this Section 7 except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided, further, that the failure to notify the Indemnifying Person shall not relieve it from any liability that it may have to an Indemnified Person otherwise than under the preceding paragraphs of this Section 7. If any such proceeding shall be brought or asserted against an Indemnified Person and it shall have notified the Indemnifying Person thereof, the Indemnifying Person shall retain counsel reasonably satisfactory to the Indemnified Person (who shall not, without the consent of the Indemnified Person, be counsel to the Indemnifying Person) to represent the Indemnified Person and any others entitled to indemnification pursuant to this Section that the Indemnifying Person may designate in such proceeding and shall pay the reasonably incurred and documented fees and expenses in such proceeding and shall pay the reasonably incurred and documented fees and expenses of such counsel related to such proceeding, as incurred. In any such proceeding, any Indemnified Person shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such Indemnified Person unless (i) the Indemnifying Person and the Indemnified Person shall have mutually agreed to the contrary; (ii) the Indemnifying Person has failed within a reasonable time to retain counsel reasonably satisfactory to the Indemnified Person; (iii) the Indemnified Person shall have reasonably concluded that there may be legal defenses available to it that are different from or in addition to those available to the Indemnifying Person; or (iv) the named parties in any such proceeding (including any impleaded parties) include both the Indemnifying Person and the Indemnified Person and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. It is understood and agreed that the Indemnifying Person shall not, in connection with any proceeding or related proceeding in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all Indemnified Persons, and that all such fees and expenses shall be paid or reimbursed as they are incurred. Any such separate firm for any Underwriter, its affiliates, directors and officers and any control persons of such Underwriter shall be designated in writing by the Representatives and any such separate firm for the Company, its directors, its officers who signed the Registration Statement and any control persons of the Company shall be designated in writing by the Company. The Indemnifying Person shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent, the Indemnifying Person agrees to indemnify each Indemnified Person from and against any loss or liability by reason of such settlement. Notwithstanding the foregoing sentence, if at any time an Indemnified Person shall have requested that an Indemnifying Person reimburse the Indemnified Person for reasonably incurred and documented fees and expenses of counsel as contemplated by this paragraph, the Indemnifying Person shall be liable for any settlement of any proceeding effected without its written consent if (i) such settlement is entered into more than 30 days after receipt by the Indemnifying Person of such request and (ii) the Indemnifying Person shall not have reimbursed the Indemnified Person in accordance with such request prior to the date of such settlement. No Indemnifying Person shall, without the written consent of the Indemnified Person, effect any settlement of any pending or threatened proceeding in respect of which any Indemnified Person is or could have been a party and indemnification could have been sought hereunder by such Indemnified Person, unless such settlement (x) includes an unconditional release of such Indemnified Person, in form and substance reasonably satisfactory to such Indemnified Person, from all liability on claims that are the subject matter of such proceeding and (y) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Person.

(d) *Contribution.* If the indemnification provided for in paragraphs (a) or (b) above is unavailable to an Indemnified Person or insufficient in respect of any losses, claims, damages or liabilities referred to therein, then each Indemnifying Person under such paragraph, in lieu of indemnifying such Indemnified Person thereunder, shall contribute to the amount paid or payable by such Indemnified Person as a result of such losses, claims, damages or liabilities (i) in such proportion as is appropriate to reflect the relative benefits received by the Company, on the one hand, and the Underwriters on the other, from the offering of the Common Shares or (ii) if the allocation provided by clause (i) is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) but also the relative fault of the Company, on the one hand, and the Underwriters on the other, in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative benefits received by the Company, on the one hand, and the Underwriters on the other, shall be deemed to be in the same respective proportions as the net proceeds (before deducting expenses) received by the Company from the sale of the Common Shares and the total underwriting discounts and commissions received by the Underwriters in connection therewith, in each case as set forth in the table on the cover of the Prospectus, bear to the aggregate offering price of the Common Shares. The relative fault of the Company, on the one hand, and the Underwriters on the other, shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or by the Underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

(e) *Limitation on Liability.* The Company and the Underwriters agree that it would not be just and equitable if contribution pursuant to paragraph (d) above were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation that does not take account of the equitable considerations referred to in paragraph (d) above. The amount paid or payable by an Indemnified Person as a result of the losses, claims, damages and liabilities referred to in paragraph (d) above shall be deemed to include, subject to the limitations set forth above, any reasonably incurred and documented legal or other expenses incurred by such Indemnified Person in connection with any such action or claim. Notwithstanding the provisions of paragraphs (d) and (e), in no event shall an Underwriter be required to contribute any amount in excess of the amount by which the total underwriting discounts and commissions received by such Underwriter with respect to the offering of the Common Shares exceeds the amount of any damages that such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations to contribute pursuant to paragraphs (d) and (e) are several in proportion to their respective purchase obligations hereunder and not joint.

(f) *Non-Exclusive Remedies.* The remedies provided for in this Section 7 paragraphs (a) through (e)] are not exclusive and shall not limit any rights or remedies which may otherwise be available to any Indemnified Person at law or in equity.

(g) *Directed Share Program Indemnification.* The Company agrees to indemnify and hold harmless the Directed Share Underwriter, its affiliates, directors and officers and each person, if any, who controls the Directed Share Underwriter within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act (each a “Directed Share Underwriter Entity”) from and against any and all losses, claims, damages and liabilities (including, without limitation, any legal fees and other expenses incurred in connection with defending or investigating any suit, action or proceeding or any claim asserted, as such fees and expenses are incurred) (i) caused by any untrue statement or alleged untrue statement of a material fact contained in any material prepared by or with the consent of the Company for distribution to Participants in connection with the Directed Share Program or caused by any omission or alleged omission to state therein a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; (ii) caused by the failure of any Participant to pay for and accept delivery of Directed Shares that the Participant agreed to purchase; or (iii) related to, arising out of, or in connection with the Directed Share Program, other than losses, claims, damages or liabilities (or expenses relating thereto) that are finally judicially determined to have resulted solely from the willful misconduct or gross negligence of the Directed Share Underwriter Entities.

(h) In case any proceeding (including any governmental investigation) shall be instituted involving any Directed Share Underwriter Entity in respect of which indemnity may be sought pursuant to paragraph (g) above, the Directed Share Underwriter Entity seeking indemnity shall promptly notify the Company in writing and the Company, upon request of the Directed Share Underwriter Entity, shall retain counsel reasonably satisfactory to the Directed Share Underwriter Entity to represent the Directed Share Underwriter Entity and any others the Company may designate in such proceeding and shall pay the reasonable fees and disbursements of such counsel related to such proceeding. In any such proceeding, any Directed Share Underwriter Entity shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such Directed Share Underwriter Entity unless (i) the Company and such Directed Share Underwriter Entity shall have mutually agreed to the retention of such counsel, (ii) the Company has failed within a reasonable time to retain counsel reasonably satisfactory to such Directed Share Underwriter Entity, (iii) the Directed Share Underwriter Entity shall have reasonably concluded that there may be legal defenses available to it that are different from or in addition to those available to the Company or (iv) the named parties to any such proceeding (including any impleaded parties) include both the Company and the Directed Share Underwriter Entity and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. The Company shall not, in respect of the legal expenses of the Directed Share Underwriter Entities in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all Directed Share Underwriter Entities. The Company shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent, the Company agrees to indemnify the Directed Share Underwriter Entities from and against any loss or liability by reason of such settlement. Notwithstanding the foregoing sentence, if at any time any Directed Share Underwriter Entity shall have requested the Company to reimburse such Directed Share Underwriter Entity for fees and expenses of counsel as contemplated by the second and third sentences of this paragraph, the Company agrees that it shall be liable for any settlement of any proceeding effected without its written consent if (i) such settlement is entered into more than 30 days after receipt by the Company of the aforesaid request and (ii) the Company shall not have reimbursed such Directed Share Underwriter Entity in accordance with such request prior to the date of such settlement. The Company shall not, without the prior written consent of the Directed Share Underwriter, effect any settlement of any pending or threatened proceeding in respect of which any Directed Share Underwriter Entity is or could have been a party and indemnity could have been sought hereunder by such Directed Share Underwriter Entity, unless (x) such settlement includes an unconditional release of the Directed Share Underwriter Entities from all liability on claims that are the subject matter of such proceeding and (y) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of the Directed Share Underwriter Entity.

(i) To the extent the indemnification provided for in paragraph (g) above is unavailable to a Directed Share Underwriter Entity or insufficient in respect of any losses, claims, damages or liabilities referred to therein, then the Company in lieu of indemnifying the Directed Share Underwriter Entity thereunder, shall contribute to the amount paid or payable by the Directed Share Underwriter Entity as a result of such losses, claims, damages or liabilities (1) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Directed Share Underwriter Entities on the other hand from the offering of the Directed Shares or (2) if the allocation provided by clause 7(i)(1) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause 7(i)(1) above but also the relative fault of the Company on the one hand and of the Directed Share Underwriter Entities on the other hand in connection with any statements or omissions that resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Directed Share Underwriter Entities on the other hand in connection with the offering of the Directed Shares shall be deemed to be in the same respective proportions as the net proceeds from the offering of the Directed Shares (before deducting expenses) and the total underwriting discounts and commissions received by the Directed Share Underwriter Entities for the Directed Shares, bear to the aggregate public offering price of the Directed Shares. If the loss, claim, damage or liability is caused by an untrue or alleged untrue statement of material fact or the omission or alleged omission to state a material fact, the relative fault of the Company on the one hand and the Directed Share Underwriter Entities on the other hand shall be determined by reference to, among other things, whether the untrue or alleged untrue statement or the omission or alleged omission relates to information supplied by the Company or by the Directed Share Underwriter Entities and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

(j) The Company and the Directed Share Underwriter Entities agree that it would be not just or equitable if contribution pursuant to paragraph (i) above were determined by pro rata allocation (even if the Directed Share Underwriter Entities were treated as one entity for such purpose) or by any other method of allocation that does not take account of the equitable considerations referred to in paragraph (i) above. The amount paid or payable by the Directed Share Underwriter Entities as a result of the losses, claims, damages and liabilities referred to in the immediately preceding paragraph shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by the Directed Share Underwriter Entities in connection with investigating or defending such any action or claim. Notwithstanding the provisions of paragraph (i) above, no Directed Share Underwriter Entity shall be required to contribute any amount in excess of the amount by which the total price at which the Directed Shares distributed to the public were offered to the public exceeds the amount of any damages that such Directed Share Underwriter Entity has otherwise been required to pay. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The remedies provided for in paragraphs (g) through (j) are not exclusive and shall not limit any rights or remedies which may otherwise be available to any indemnified party at law or in equity.

(k) The indemnity and contribution provisions contained in paragraphs (g) through (j) shall remain operative and in full force and effect regardless of (i) any termination of this Agreement, (ii) any investigation made by or on behalf of any Directed Share Underwriter Entity or the Company, its officers or directors or any person controlling the Company and (iii) acceptance of and payment for any of the Directed Shares.

8. Effectiveness of Agreement. This Agreement shall become effective upon the execution and delivery hereof by the parties hereto as of the date first written above.

9. Termination. This Agreement may be terminated in the absolute discretion of the Representatives, by notice to the Company, if after the execution and delivery of this Agreement and on or prior to the Closing Date or, in the case of the Option Shares, prior to the Additional Closing Date (i) trading generally shall have been suspended or materially limited on or by any of the New York Stock Exchange or The Nasdaq Stock Market; (ii) trading of any securities issued or guaranteed by the Company shall have been suspended on any exchange or in any over-the-counter market; (iii) a general moratorium on commercial banking activities shall have been declared by federal or New York State authorities or the authorities in The Netherlands; or (iv) there shall have occurred any outbreak or escalation of hostilities or any change in financial markets or any calamity or crisis, either within or outside the United States or The Netherlands, that, in the judgment of the Representatives, is material and adverse and makes it impracticable or inadvisable to proceed with the offering, sale or delivery of the Common Shares on the Closing Date or the Additional Closing Date, as the case may be, on the terms and in the manner contemplated by this Agreement, the Pricing Disclosure Package and the Prospectus.

10. Defaulting Underwriter.

(a) If, on the Closing Date or the Additional Closing Date, as the case may be, any Underwriter defaults on its obligation to purchase the Common Shares that it has agreed to purchase hereunder on such date, the non-defaulting Underwriters may in their discretion arrange for the purchase of such Common Shares by other persons satisfactory to the Company on the terms contained in this Agreement. If, within 36 hours after any such default by any Underwriter, the non-defaulting Underwriters do not arrange for the purchase of such Common Shares, then the Company shall be entitled to a further period of 36 hours within which to procure other persons satisfactory to the non-defaulting Underwriters to purchase such Common Shares on such terms. If other persons become obligated or agree to purchase the Common Shares of a defaulting Underwriter, either the non-defaulting Underwriters or the Company may postpone the Closing Date or the Additional Closing Date, as the case may be, for up to five full business days in order to effect any changes that in the opinion of counsel for the Company or counsel for the Underwriters may be necessary in the Registration Statement and the Prospectus or in any other document or arrangement, and the Company agrees to promptly prepare any amendment or supplement to the Registration Statement and the Prospectus that effects any such changes. As used in this Agreement, the term "Underwriter" includes, for all purposes of this Agreement unless the context otherwise requires, any person not listed in Schedule 1 hereto that, pursuant to this Section 10, purchases Common Shares that a defaulting Underwriter agreed but failed to purchase.

(b) If, after giving effect to any arrangements for the purchase of the Common Shares of a defaulting Underwriter or Underwriters by the non-defaulting Underwriters and the Company as provided in paragraph (a) above, the aggregate number of Common Shares that remain unpurchased on the Closing Date or the Additional Closing Date, as the case may be, does not exceed one-eleventh of the aggregate number of Common Shares to be purchased on such date, then the Company shall have the right to require each non-defaulting Underwriter to purchase the number of Common Shares that such Underwriter agreed to purchase hereunder on such date plus such Underwriter's pro rata share (based on the number of Common Shares that such Underwriter agreed to purchase on such date) of the Common Shares of such defaulting Underwriter or Underwriters for which such arrangements have not been made.

(c) If, after giving effect to any arrangements for the purchase of the Common Shares of a defaulting Underwriter or Underwriters by the non-defaulting Underwriters and the Company as provided in paragraph (a) above, the aggregate number of Common Shares that remain unpurchased on the Closing Date or the Additional Closing Date, as the case may be, exceeds one-eleventh of the aggregate amount of Common Shares to be purchased on such date, or if the Company shall not exercise the right described in paragraph (b) above, then this Agreement or, with respect to any Additional Closing Date, the obligation of the Underwriters to purchase Common Shares on the Additional Closing Date, as the case may be, shall terminate without liability on the part of the non-defaulting Underwriters. Any termination of this Agreement pursuant to this Section 10 shall be without liability on the part of the Company, except that the Company will continue to be liable for the payment of expenses as set forth in Section 11 hereof and except that the provisions of Section 7 hereof shall not terminate and shall remain in effect.

(d) Nothing contained herein shall relieve a defaulting Underwriter of any liability it may have to the Company or any non-defaulting Underwriter for damages caused by its default.

11. Payment of Expenses.

(a) Whether or not the transactions contemplated by this Agreement are consummated or this Agreement is terminated, the Company will pay or cause to be paid all costs and expenses incident to the performance of its obligations hereunder, including without limitation, (i) the costs incident to the authorization, issuance, sale, preparation and delivery of the Common Shares and any taxes payable in that connection; (ii) the costs incident to the preparation, printing and filing under the Securities Act of the Registration Statement, the Preliminary Prospectus, any Issuer Free Writing Prospectus, any Pricing Disclosure Package and the Prospectus (including all exhibits, amendments and supplements thereto) and the distribution thereof; (iii) the fees and expenses of the Company's counsel and independent accountants; (iv) the fees and expenses incurred in connection with the registration or qualification and determination of eligibility for investment of the Common Shares under the laws of such jurisdictions as the Representatives may designate and the preparation, printing and distribution of a Blue Sky Memorandum (including the related fees and expenses of counsel for the Underwriters, in an amount not to exceed \$5,000 (excluding filing fees)); (v) the cost of preparing stock certificates; (vi) the costs and charges of any transfer agent and any registrar; (vii) all expenses and application fees incurred in connection with any filing with, and clearance of the offering by, FINRA in an amount not to exceed \$45,000 (excluding filings fees); (viii) all expenses incurred by the Company in connection with any "road show" presentation to potential investors; provided, however, that the Underwriters shall pay all of the travel, lodging and other expenses of the Underwriters or any of their employees incurred by them in connection with the "road show"; provided, further, to the extent that air travel is used in the roadshow, the Underwriters shall pay half the cost of the air travel; (x) all expenses and application fees related to the listing of the Common Shares on the Exchange; and (xi) all of the fees and disbursements of counsel incurred by the Underwriters in connection with the Directed Share Program and stamp duties, similar taxes or duties or other taxes, if any, incurred by the Underwriters in connection with the Directed Share Program.

(b) If (i) this Agreement is terminated pursuant to Section 9, (ii) the Company for any reason fails to tender the Common Shares for delivery to the Underwriters (other than by reason of a default by an Underwriter) or (iii) the Underwriters decline to purchase the Common Shares for any reason permitted under this Agreement, the Company agrees to reimburse the Underwriters for all reasonably incurred and documented out-of-pocket costs and expenses (including the fees and expenses of their counsel) reasonably incurred and documented by the Underwriters in connection with this Agreement and the offering contemplated hereby. For the avoidance of any doubt, it is understood that the Company shall not be required to pay or reimburse any costs, fees or expenses incurred by any Underwriter that defaults on its obligations to purchase the Shares.

12. Persons Entitled to Benefit of Agreement. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and the officers and directors and any controlling persons referred to herein, and the affiliates of each Underwriter referred to in Section 7 hereof. Nothing in this Agreement is intended or shall be construed to give any other person any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein. No purchaser of Common Shares from any Underwriter shall be deemed to be a successor merely by reason of such purchase.

13. Survival. The respective indemnities, rights of contribution, representations, warranties and agreements of the Company and the Underwriters contained in this Agreement or made by or on behalf of the Company or the Underwriters pursuant to this Agreement or any certificate delivered pursuant hereto shall survive the delivery of and payment for the Common Shares and shall remain in full force and effect, regardless of any termination of this Agreement or any investigation made by or on behalf of the Company or the Underwriters or the directors, officers, controlling persons or affiliates referred to in Section 7 hereof.

14. Certain Defined Terms. For purposes of this Agreement, (a) except where otherwise expressly provided, the term “affiliate” has the meaning set forth in Rule 405 under the Securities Act; (b) the term “business day” means any day other than a day on which banks are permitted or required to be closed in New York City and Utrecht, The Netherlands; and (c) the term “subsidiary” has the meaning set forth in Rule 405 under the Securities Act.

15. Compliance with USA Patriot Act. In accordance with the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), the Underwriters are required to obtain, verify and record information that identifies their respective clients, including the Company, which information may include the name and address of their respective clients, as well as other information that will allow the Underwriters to properly identify their respective clients.

16. Miscellaneous.

(a) *Notices*. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed or transmitted and confirmed by any standard form of telecommunication. Notices to the Underwriters shall be given to J.P. Morgan Securities LLC c/o J.P. Morgan Securities LLC, 383 Madison Avenue, New York, New York 10179 (fax: (212) 622-8358), Attention Equity Syndicate Desk; Jefferies LLC c/o Jefferies LLC, 520 Madison Avenue, New York, New York 10022, (fax: (646) 619 4437), Attention: General Counsel; and SVB Leerink LLC c/o SVB Leerink LLC, 1301 Avenue of the Americas, 12th floor, New York, New York 10019 (fax: (646) 499 7051), Attention: Stuart R. Nayman, Senior Legal Counsel. Notices to the Company shall be given to it at LAVA Therapeutics B.V., Yalelaan 60, 3584 CM Utrecht, the Netherlands, Attention: Peter Ros, with copies to Cooley LLP, One Freedom Square, Reston, Virginia 20190, Attention: Christian Plaza.

(b) *Governing Law*. This Agreement and any claim, controversy or dispute arising under or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New York.

(c) *Submission to Jurisdiction.* The Company hereby submits to the exclusive jurisdiction of the U.S. federal and New York state courts in the Borough of Manhattan in The City of New York in any suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby. The Company waives any objection which it may now or hereafter have to the laying of venue of any such suit or proceeding in such courts. The Company agrees that final judgment in any such suit, action or proceeding brought in such court shall be conclusive and binding upon the Company and may be enforced in any court to the jurisdiction of which Company is subject by a suit upon such judgment. The Company irrevocably appoints Corporation Service Company, 251 Little Falls Drive, Wilmington, Delaware 19808, as its authorized agent in the Borough of Manhattan in The City of New York upon which process may be served in any such suit or proceeding, and agrees that service of process upon such authorized agent, and written notice of such service to the Company by the person serving the same to the address provided in this Section 16, shall be deemed in every respect effective service of process upon the Company in any such suit or proceeding. The Company hereby represents and warrants that such authorized agent has accepted such appointment and has agreed to act as such authorized agent for service of process. The Company further agrees to take any and all action as may be necessary to maintain such designation and appointment of such authorized agent in full force and effect for a period of seven years from the date of this Agreement.

(d) *Judgment Currency.* The Company agrees to indemnify each Underwriter, its directors, officers, affiliates and each person, if any, who controls such Underwriter within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, against any loss incurred by such Underwriter as a result of any judgment or order being given or made for any amount due hereunder and such judgment or order being expressed and paid in a currency (the "**Judgment Currency**") other than U.S. dollars and as a result of any variation as between (i) the rate of exchange at which the U.S. dollar amount is converted into the Judgment Currency for the purpose of such judgment or order, and (ii) the rate of exchange at which such indemnified person is able to purchase U.S. dollars with the amount of the Judgment Currency actually received by the indemnified person. The foregoing indemnity shall constitute a separate and independent obligation of the Company and shall continue in full force and effect notwithstanding any such judgment or order as aforesaid. The term "rate of exchange" shall include any premiums and costs of exchange payable in connection with the purchase of, or conversion into, the relevant currency.

(e) *Waiver of Immunity.* To the extent that the Company has or hereafter may acquire any immunity (sovereign or otherwise) from jurisdiction of any court of (i) The Netherlands, or any political subdivision thereof, (ii) the United States or the State of New York, (iii) any jurisdiction in which it owns or leases property or assets or from any legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution, execution, set-off or otherwise) with respect to themselves or their respective property and assets or this Agreement, the Company hereby irrevocably waives such immunity in respect of its obligations under this Agreement to the fullest extent permitted by applicable law.

(f) *Waiver of Jury Trial.* EACH OF THE PARTIES HERETO HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

(g) *Recognition of the U.S. Special Resolution Regimes.*

(i) In the event that any Underwriter that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

(ii) In the event that any Underwriter that is a Covered Entity or a BHC Act Affiliate of such Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

As used in this Section 16(g):

“BHC Act Affiliate” has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k).

“Covered Entity” means any of the following:

- (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);
- (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or
- (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

“Default Right” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

“U.S. Special Resolution Regime” means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

(h) *Counterparts.* This Agreement may be signed in counterparts (which may include counterparts delivered by any standard form of telecommunication), each of which shall be an original and all of which together shall constitute one and the same instrument. The words “execution,” “signed,” “signature,” and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement, if any, shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, “pdf,” “tif” or “jpg”) and other electronic signatures (including, without limitation, DocuSign and AdobeSign). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

(i) *Amendments or Waivers.* No amendment or waiver of any provision of this Agreement, nor any consent or approval to any departure therefrom, shall in any event be effective unless the same shall be in writing and signed by the parties hereto.

(j) *Headings.* The headings herein are included for convenience of reference only and are not intended to be part of, or to affect the meaning or interpretation of, this Agreement.

If the foregoing is in accordance with your understanding, please indicate your acceptance of this Agreement by signing in the space provided below.

Very truly yours,

LAVA Therapeutics B.V.

By: _____

Name:

Title:

Accepted: As of the date first written above
J.P. MORGAN SECURITIES LLC
JEFFERIES LLC
SVB LEERINK LLC

For themselves and on behalf of the
several Underwriters listed
in Schedule 1 hereto.

J.P. MORGAN SECURITIES LLC

By: _____

JEFFERIES LLC

By: _____

SVB LEERINK LLC

By: _____

<u>Underwriter</u>	<u>Number of Common Shares</u>
J.P. Morgan Securities LLC	
Jefferies LLC	
SVB Leerink LLC	
Kempen & Co U.S.A., Inc.	
Total	[•]

Subsidiaries

Lava Therapeutics, Inc.

a. **Pricing Disclosure Package**

[•]

b. **Pricing Information Provided Orally by Underwriters**

Underwritten Shares: [•]

Option Shares: [•]

Public Offering Price Per Share: \$[•]

Written Testing-the-Waters Communications

- Investor Presentation, dated February 10, 2021
- Investor Presentation, dated February 11, 2021
- Investor Presentation, dated February 12, 2021
- Investor Presentation, dated February 17, 2021
- Investor Presentation, dated February 22, 2021
- Investor Presentation, dated February 24, 2021

LAVA Therapeutics B.V.

Pricing Term Sheet

[None]

Testing the waters authorization (to be delivered by the issuer to the Representatives in email or letter form)

In reliance on Section 5(d) of the Securities Act of 1933, as amended (the “Act”), LAVA Therapeutics B.V. (the “Issuer”) hereby authorizes J.P. Morgan Securities LLC and its affiliates and their respective employees (“J.P. Morgan”), Jefferies LLC and its affiliates and their respective employees (“Jefferies”) and SVB Leerink LLC and its affiliates and their respective employees (collectively with J.P. Morgan and Jefferies, the “Representatives”), to engage on behalf of the Issuer in oral and written communications with potential investors that are “qualified institutional buyers”, as defined in Rule 144A under the Act, or institutions that are “accredited investors”, within the meaning of Rule 501(a)(1), (a)(2), (a)(3), (a)(7) or (a)(8) under the Act, to determine whether such investors might have an interest in the Issuer’s contemplated initial public offering (“Testing-the-Waters Communications”). A “Written Testing-the Waters Communication” means any Testing-the-Waters Communication that is a written communication within the meaning of Rule 405 under the Act.

The Issuer represents that it is an “emerging growth company” as defined in Section 2(a)(19) of the Act (“Emerging Growth Company”) and agrees to promptly notify the Representatives in writing if the Issuer hereafter ceases to be an Emerging Growth Company while this authorization is in effect. If at any time following the distribution of any Written Testing-the-Waters Communication there occurs an event or development as a result of which such Written Testing-the-Waters Communication included or would include an untrue statement of a material fact or omitted or would omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at that subsequent time, not misleading, the Issuer will promptly notify the Representatives and will promptly amend or supplement, at its own expense, such Written Testing-the-Waters Communication to eliminate or correct such untrue statement or omission.

Nothing in this authorization is intended to limit or otherwise affect the ability of the Representatives, to engage in communications in which they could otherwise lawfully engage in the absence of this authorization, including, without limitation, any written communication containing only one or more of the statements specified under Rule 134(a) under the Act. This authorization shall remain in effect until the Issuer has provided to the Representatives a written notice revoking this authorization. All notices as described herein shall be sent by email to the attention of, as applicable, [name of JPM banker] at [email@jpmorgan.com], with copies to [as applicable]; [name of Jefferies banker] at [email@jefferies.com], with copies to [as applicable]; and [name of SVB Leerink banker] at [email@svbleerink.com], with copies to [as applicable].

Form of Waiver of Lock-up

LAVA Therapeutics B.V.
Public Offering of Common Shares

[•], 20[•]

[Name and Address of
Officer or Director
Requesting Waiver]

Dear Mr./Ms. [Name]:

This letter is being delivered to you in connection with the offering by LAVA Therapeutics B.V. (the “Company”) of [•] common shares, nominal value €0.12 (the “Common Shares”), of the Company and the lock-up letter dated [•], 20[•] (the “Lock-up Letter”), executed by you in connection with such offering, and your request for a [waiver] [release] dated [•], 20[•], with respect to [•] Common Shares (the “Shares”).

J.P. Morgan Securities LLC, Jefferies LLC and SVB Leerink LLC hereby agree to [waive] [release] the transfer restrictions set forth in the Lock-up Letter, but only with respect to the Shares, effective [•], 20[•]; provided, however, that such [waiver] [release] is conditioned on the Company announcing the impending [waiver] [release] by press release through a major news service at least two business days before effectiveness of such [waiver] [release]. This letter will serve as notice to the Company of the impending [waiver] [release].

Except as expressly [waived] [released] hereby, the Lock-up Letter shall remain in full force and effect.

Yours very truly,

[Name]

[Title]

cc: Company

Form of Press Release**LAVA Therapeutics B.V.**

[Date]

LAVA Therapeutics N.V. (“Company”) announced today that J.P. Morgan Securities LLC, Jefferies LLC and SVB Leerink LLC, lead book-running managers in the Company’s recent public sale of [•] common shares, are [waiving] [releasing] a lock-up restriction with respect to [•] common shares of the Company held by [certain officers or directors] [an officer or director] of the Company. The [waiver] [release] will take effect on [•], 20[•], and the shares may be sold on or after such date.

This press release is not an offer for sale of the securities in the United States or in any other jurisdiction where such offer is prohibited, and such securities may not be offered or sold in the United States absent registration or an exemption from registration under the United States Securities Act of 1933, as amended.

FORM OF LOCK-UP AGREEMENT

[•], 2021

J.P. MORGAN SECURITIES LLC
JEFFERIES LLC
SVB LEERINK LLC
As Representatives of
the several Underwriters listed in
Schedule 1 to the Underwriting

Agreement referred to below
c/o J.P. Morgan Securities LLC
383 Madison Avenue
New York, NY 10179
c/o Jefferies LLC
520 Madison Avenue
New York, NY 10022
c/o SVB Leerink LLC
1301 Avenue of the Americas, 12th floor
New York, NY 10019

Re:LAVATherapeutics B.V.—Public Offering

Ladies and Gentlemen:

The undersigned understands that you, as Representatives of the several Underwriters, propose to enter into an underwriting agreement (the “Underwriting Agreement”) with LAVA Therapeutics B.V., a private company with limited liability organized under the laws of the Netherlands (*besloten vennootschap met beperkte aansprakelijkheid*) that is expected to convert into a public limited company organized under the laws of the Netherlands (*naamloze vennootschap*) at or immediately prior to the closing of the Public Offering (as defined below) (the “Company”), providing for the initial public offering (the “Public Offering”) by the several Underwriters named in Schedule 1 to the Underwriting Agreement (the “Underwriters”) of common shares (the “Common Shares”) of the Company (the “Securities”). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Underwriting Agreement.

In consideration of the Underwriters' agreement to purchase and make the Public Offering of the Securities, and for other good and valuable consideration receipt of which is hereby acknowledged, the undersigned hereby agrees that, without the prior written consent of J.P. Morgan Securities LLC, Jefferies LLC and SVB Leerink LLC on behalf of the Underwriters, the undersigned will not, and will not cause any direct or indirect affiliate to, during the period beginning on the date of this letter agreement (this "Letter Agreement") and ending at the close of business 180 days after the date of the final prospectus relating to the Public Offering (the "Prospectus") (such period, the "Restricted Period"), (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any Common Shares or any securities convertible into or exercisable or exchangeable for Common Shares (including without limitation, Common Shares or such other securities which may be deemed to be beneficially owned by the undersigned in accordance with the rules and regulations of the Securities and Exchange Commission and securities which may be issued upon exercise of a stock option or warrant) (collectively with the Common Shares, the "Lock-Up Securities"), (2) enter into any hedging, swap or other agreement or transaction that transfers, in whole or in part, any of the economic consequences of ownership of the Lock-Up Securities, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Lock-Up Securities, in cash or otherwise, (3) make any demand for or exercise any right with respect to the registration of any Lock-Up Securities, or (4) publicly disclose the intention to do any of the foregoing. The undersigned acknowledges and agrees that the foregoing precludes the undersigned from engaging in any hedging or other transactions or arrangements (including, without limitation, any short sale or the purchase or sale of, or entry into, any put or call option, or combination thereof, forward, swap or any other derivative transaction or instrument, however described or defined) designed or intended, or which could reasonably be expected to lead to or result in, a sale or disposition or transfer (whether by the undersigned or any other person) of any economic consequences of ownership, in whole or in part, directly or indirectly, of any Lock-Up Securities, whether any such transaction or arrangement (or instrument provided for thereunder) would be settled by delivery of Lock-Up Securities, in cash or otherwise. The undersigned further confirms that it has furnished J.P. Morgan Securities LLC, Jefferies LLC and SVB Leerink LLC with the details of any transaction the undersigned, or any of its affiliates, is a party to as of the date hereof, which transaction would have been restricted by this Letter Agreement if it had been entered into by the undersigned during the Restricted Period.

Notwithstanding the foregoing, the undersigned may:

(a) transfer or dispose of the undersigned's Lock-Up Securities:

(i) as a bona fide gift or gifts, or for bona fide estate planning purposes,

(ii) by will, other testamentary document or intestacy,

(iii) to any trust for the direct or indirect benefit of the undersigned or the immediate family of the undersigned, or if the undersigned is a trust, to a trustor or beneficiary of the trust or to the estate of a beneficiary of such trust (for purposes of this Letter Agreement, "immediate family" shall mean any relationship by blood, current or former marriage, domestic partnership or adoption, not more remote than first cousin),

(iv) to a corporation, partnership, limited liability company, trust or other entity of which the undersigned and/or one or more members of the immediate family of the undersigned are, directly or indirectly the legal and beneficial owner of all of the outstanding equity securities or similar interests,

(v) to a nominee or custodian of a person or entity to whom a disposition or transfer would be permissible under clauses (i) through (iv) above,

(vi) if the undersigned is a corporation, partnership, limited liability company, trust or other business entity, (A) to another corporation, partnership, limited liability company, trust or other business entity that is an affiliate (as defined in Rule 405 promulgated under the Securities Act of 1933, as amended) of the undersigned, or to any investment fund or other entity controlling, controlled by, managing or managed by or under common control with the undersigned or affiliates of the undersigned (including, for the avoidance of doubt, where the undersigned is a partnership, to its general partner or a successor partnership or fund, or any other funds managed by such partnership), or (B) as part of a distribution or other transfer to general or limited partners, members or shareholders of, or other holders of equity in, the undersigned,

(vii) by operation of law, such as pursuant to a qualified domestic order, divorce settlement, divorce decree, separation agreement, or court order;

(viii) to the Company from an employee or other service provider of the Company upon death, disability or termination of employment or service relationship, in each case, of such employee or service provider

(ix) as part of a sale of the undersigned's Lock-Up Securities acquired in the Public Offering (other than, in the case of an officer or director of the Company, any Securities such officer or director may purchase in the Public Offering) or in open market transactions after the closing date for the Public Offering,

(x) to the Company in connection with (1) the vesting, settlement, or exercise of restricted stock units, options, warrants or other rights to purchase Common Shares or other equity securities of the Company (including, in each case, by way of "net" or "cashless" exercise), including for the payment of exercise price and tax and remittance payments due as a result of the vesting, settlement, or exercise of such restricted stock units, options, warrants or rights, (2) any contractual arrangement in effect on the date of the Preliminary Prospectus that provides for the repurchase of any securities held by the undersigned, or (3) a right of first refusal with respect to transfers of such Common Shares or other equity securities of the Company in effect on the date of the Preliminary Prospectus; provided that any such Common Shares or other equity securities of the Company received upon such exercise, vesting, settlement, or repurchase shall be subject to the terms of this Letter Agreement, and provided further that (A) any such restricted stock units, options, warrants or rights are held by the undersigned pursuant to an agreement or equity awards granted under a stock incentive plan or other equity award plan, each such agreement or plan which is described in the Registration Statement, the Pricing Disclosure Package and the Prospectus and (B) any such contractual arrangement or right of first refusal is described in the Registration Statement, the Pricing Disclosure Package and the Prospectus, or

(xi) pursuant to a bona fide third-party tender offer, merger, consolidation or other similar transaction that is approved by the Board of Directors of the Company and made to all holders of the Company's capital stock involving a Change of Control (as defined below) of the Company (for purposes hereof, "Change of Control" shall mean the transfer (whether by tender offer, merger, consolidation or other similar transaction), in one transaction or a series of related transactions, to a person or group of affiliated persons, of shares of capital stock if, after such transfer, such person or group of affiliated persons would hold at least a majority of the outstanding voting securities of the Company (or the surviving entity)) and such transfer includes, without limitation, the entering into any lock-up, voting or similar agreement pursuant to which the undersigned may agree to transfer, sell, tender or otherwise dispose of Common Shares, or other such securities in connection with such transaction, or vote any Common Shares, or other such securities in favor of any such transaction; provided that in the event that such tender offer, merger, consolidation or other similar transaction is not completed, the undersigned's Lock-Up Securities shall remain subject to the provisions of this Letter Agreement;

provided that (A) in the case of any transfer, disposition or distribution pursuant to clause (a)(i), (ii), (iii), (iv), (v), (vi) and (vii), such transfer shall not involve a disposition for value and each donee, devisee, transferee or distributee shall execute and deliver to the Representatives a lock-up letter in the form of this Letter Agreement, (B) in the case of any transfer or distribution pursuant to clause (a) (i), (ii), (iii), (iv), (v), (vi), and (ix), no filing by any party (donor, donee, devisee, transferor, transferee, distributor or distributee) under the Exchange Act, or other public announcement shall be required or shall be made voluntarily in connection with such transfer or distribution (other than a filing on a Form 5 or any required Schedule 13F, Schedule 13G or Schedule 13G/A, in each case made after the expiration of the Restricted Period referred to above) and (C) in the case of any transfer, disposition or distribution pursuant to clause (a)(vii), (viii) and (x), it shall be a condition to such transfer that no public filing, report or announcement shall be voluntarily made and if any filing under Section 16(a) of the Exchange Act, or other public filing, report or announcement reporting a reduction in beneficial ownership of Common Shares in connection with such transfer or distribution shall be legally required during the Restricted Period, such filing, report or announcement shall clearly indicate in the footnotes thereto the nature and conditions of such transfer;

(b) exercise outstanding options, settle restricted stock units or other equity awards pursuant to plans or other equity compensation arrangements or exercise warrants, in each case described in the Registration Statement, the Pricing Disclosure Package and the Prospectus; provided that any Lock-up Securities received upon such exercise, vesting or settlement shall be subject to the terms of this Letter Agreement;

(c) convert outstanding preferred shares, warrants to acquire preferred shares or convertible securities into Common Shares or warrants to acquire Common Shares; provided that any such Common Shares or warrants received upon such conversion shall be subject to the terms of this Letter Agreement; and

(d) establish trading plans pursuant to Rule 10b5-1 under the Exchange Act for the transfer of Lock-Up Securities; provided that (1) such plans do not provide for the transfer of Lock-Up Securities during the Restricted Period and (2) no filing by any party under the Exchange Act or other public announcement shall be required or made voluntarily in connection with such trading plan.

If the undersigned is not a natural person, the undersigned represents and warrants that no single natural person, entity or "group" (within the meaning of Section 13(d)(3) of the Exchange Act), other than a natural person, entity or "group" (as described above) that has executed a Letter Agreement in substantially the same form as this Letter Agreement beneficially owns, directly or indirectly, 50% or more of the common equity interests, or 50% or more of the voting power, in the undersigned.

If the undersigned is an officer or director of the Company, the undersigned further agrees that the foregoing provisions shall be equally applicable to any Company-directed Securities the undersigned may purchase in the Public Offering.

If the undersigned is an officer or director of the Company, (i) J.P. Morgan Securities LLC, Jefferies LLC and SVB Leerink LLC on behalf of the Underwriters agree that, at least three business days before the effective date of any release or waiver of the foregoing restrictions in connection with a transfer of Lock-Up Securities, J.P. Morgan Securities LLC, Jefferies LLC and SVB Leerink LLC on behalf of the Underwriters will notify the Company of the impending release or waiver, and (ii) the Company will agree in the Underwriting Agreement to announce the impending release or waiver through a major news service at least two business days before the effective date of the release or waiver. Any release or waiver granted by J.P. Morgan Securities LLC, Jefferies LLC and SVB Leerink LLC on behalf of the Underwriters hereunder to any such officer or director shall only be effective two business days after the publication date of such announcement. The provisions of this paragraph will not apply if (a) the release or waiver is effected solely to permit a transfer not for consideration or that is to an immediate family member as defined in FINRA Rule 5130(i)(5) and (b) the transferee has agreed in writing to be bound by the same terms described in this letter to the extent and for the duration that such terms remain in effect at the time of the transfer.

In furtherance of the foregoing, the Company, and any duly appointed transfer agent for the registration or transfer of the securities described herein, are hereby authorized to decline to make any transfer of securities if such transfer would constitute a violation or breach of this Letter Agreement.

The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this Letter Agreement. All authority herein conferred or agreed to be conferred and any obligations of the undersigned shall be binding upon the successors, assigns, heirs or personal representatives of the undersigned.

The undersigned acknowledges and agrees that the Underwriters have not provided any recommendation or investment advice nor have the Underwriters solicited any action from the undersigned with respect to the Public Offering of the Securities and the undersigned has consulted their own legal, accounting, financial, regulatory and tax advisors to the extent deemed appropriate. The undersigned further acknowledges and agrees that, although the Representatives may be required or choose to provide certain Regulation Best Interest and Form CRS disclosures to you in connection with the Public Offering, the Representatives and the other Underwriters are not making a recommendation to you to enter into this Letter Agreement, and nothing set forth in such disclosures is intended to suggest that the Representatives or any Underwriter is making such a recommendation.

This Letter Agreement shall automatically, and without any action on the part of any other party, terminate and be of no further force and effect, and the undersigned shall automatically be released from all obligations under this Letter Agreement if: (i) the Underwriting Agreement does not become effective by June 30, 2021, (provided, however, that the undersigned agrees that this Letter Agreement shall be automatically extended by three months if the Company provides on or before June 30, 2021, after consultation with J.P Morgan Securities LLC, Jefferies LLC and SVB Leerink LLC, written notice to the undersigned that the Company is still pursuing the Public Offering contemplated by the Underwriting Agreement); (ii) the Underwriting Agreement (other than the provisions thereof which survive termination) shall terminate or be terminated prior to payment for and delivery of the Common Shares to be sold thereunder, (iii) either the Company, on the one hand, or the Representatives, on the other hand, notifies the other in writing prior to the execution of the Underwriting Agreement that it does not intend to proceed with the Public Offering; or (iv) the registration statement filed with the Securities and Exchange Commission in connection with the Public Offering is withdrawn prior to the execution of the Underwriting Agreement. The undersigned understands that the Underwriters are entering into the Underwriting Agreement and proceeding with the Public Offering in reliance upon this Letter Agreement.

This Letter Agreement and any claim, controversy or dispute arising under or related to this Letter Agreement shall be governed by and construed in accordance with the laws of the State of New York.

Very truly yours,

[NAME OF STOCKHOLDER]

By: _____
Name:
Title:

In this translation an attempt has been made to be as literal as possible without jeopardizing the overall continuity. Inevitably, differences may occur in translation, and if so the Dutch text shall prevail.

AMENDMENT OF ARTICLES OF ASSOCIATION LAVA THERAPEUTICS B.V.

This day, the fifteenth of September two thousand twenty, the following person appears before me, Cornelis Johannes Jozefus Maria van Gool, civil-law notary in Amsterdam:

Arlette Gerda Margaretha Vrolijk, employed at my office at the Jachthavenweg 130 in Amsterdam, the Netherlands, born in Amsterdam on the fifth day of October nineteen hundred ninety.

The person appearing before me hereby declares:

- (A) The articles of association of **LAVA Therapeutics B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), having its seat in 's-Hertogenbosch and its address at Yalelaan 60, 3584 CM Utrecht, registered with the Trade Register under number 65335740 (the **company**) were most recently amended by deed executed on the thirty-first day of January two thousand eighteen before M.W. van der Zanden, civil-law notary in Amsterdam.
- (B) The general meeting (*algemene vergadering*) of the company has resolved to integrally amend the articles of association of the company.
By virtue of this resolution the person appearing before me was authorised to have the deed of amendment of the articles of association executed.
- (C) This resolution and this authorisation appear from a shareholders' resolution which has been attached to this deed.

Subsequently, the person appearing before me declared, in pursuance of the referred resolutions, to integrally amend the articles of association of the company, so they will read as follows:

CHAPTER I.

1. Definitions

1.1 In these articles of association the following expressions shall have the following meanings:

- (a) **Shareholders:** the holders of shares in the capital of the Company;
- (b) **Accountant:** a registered accountant or other accountant as referred to in Section 2:393 DCC or as the case may be an organisation in which such accountants work together;
- (c) **General Meeting:** (i) the body of the Company formed by the Authorised Persons and (ii) the meeting of Authorised Persons;
- (d) **Management Board:** the management board of the Company, consisting of one or more managing directors;
- (e) **DCC:** Dutch Civil Code;
- (f) **ESOP:** the employee stock option plan adopted by the Company on the twentieth day of July two thousand seventeen and amended as of the date hereof, pursuant to which employees, directors and supervisory directors of the Company may receive an option right to purchase depository receipts (*cetificaten van aandelen*) which are to be issued by Stichting Administratiekantoor LAVA Therapeutics as amended, supplemented, novated, restated or replaced from time to time;

- (g) **IPO:** an underwritten initial public offering (including a Qualified IPO) of all or any portion of the shares of any kind of the Company on (a) NASDAQ (National Association of Securities Dealers Automated Quotation), NYSE (New York Stock Exchange) or (b) another stock exchange qualifying as a market in financial instruments or, as the case may be, as a regulated market within the meaning of Directive 2004/39/EC of the European Parliament and of the Council of 21 April 2004 on markets in financial instruments;
 - (h) **Annual Accounts:** the individual financial statements consisting of the balance sheet and profit and loss account with the explanatory notes and the consolidated financial statements if the Company draws up consolidated financial statements;
 - (i) **Agreement:** the shareholders agreement relating to the Company, dated the fifteenth day of September two thousand twenty, as amended, supplemented, novated, restated or replaced from time to time;
 - (j) **Qualified Board Majority:** the majority vote of four (4) Supervisory Directors C consisting of at least (i) two (2) votes from either the Supervisory Director C1, the Supervisory Director C2 or the Supervisory Director C3 as well as (ii) two (2) votes from either the Supervisory Director C4, the Supervisory Director C5 or the Supervisory Director C6;
 - (k) **Qualified IPO:** an underwritten public offering of ordinary shares in relation to the Company on a United States stock exchange at a price per ordinary share no less than one point eight (1.8) times the subscription price of a cumulative preference C share as agreed between the Shareholders of the Company in the Agreement (the **First Tranche Series C Subscription Price**) and for a total offering of not less than sixty million United States Dollar (USO 60,000,000.-) (before deduction of underwriters commissions and expenses and adjusted for stock splits stock splits, combinations, recapitalizations or any other similar actions that have led to a different capitalization of the Company as if no such stock split, combination, recapitalization or any such other action had taken place);
 - (l) **Qualified Preferred Majority:** the majority vote of (i) at least seventy per cent (70%) of the votes cast on the cumulative preference shares A, the cumulative preference shares B and the cumulative preference shares C and (ii) two/third (2/3) of the votes cast on the cumulative preference shares C;
 - (m) **Supervisory Board:** the supervisory board of the Company, consisting of supervisory directors;
 - (n) **in writing:** any communication sent by post, telefax, e-mail or by any other regular electronic device which can transmit text, unless expressly provided otherwise;
 - (o) **Articles:** the articles of association of the Company;
 - (p) **Company:** the private company with limited liability LAVA Therapeutics B.V. of which the Articles are included in this deed;
 - (q) **Authorised Persons:** (i) Shareholders and (ii) pledgees who are entitled to vote in accordance with article 12 paragraph 3 of the Articles;
 - (r) **Business Day:** a day other than a Saturday, a Sunday or any other day on which commercial banks in the Netherlands are authorized or required by law to be closed.
- 1.2 Unless the contrary is shown or it is manifestly intended otherwise, a reference to a concept or word in the singular includes a reference to the plural form of this concept or word and vice versa.

- 1.3 Unless the contrary is shown or it is manifestly intended otherwise, a reference to a male concept or word includes a reference to the female form of this concept or word and vice versa.

CHAPTER II.

Name, seat, objects

2. Name and seat

- 2.1 The name of the Company is:

LAVA Therapeutics B.V.

- 2.2 The registered seat of the Company is in Utrecht (the Netherlands).

- 2.3 The Company may have business offices, both in and outside of the Netherlands.

3. Objects

- 3.1 The objects of the Company are:

- (a) to, either individually or jointly or with other entities, engage in cellular therapy, immunotherapy and other oncological therapies and the fight against cancer (cells), as well as the development of products, intellectual property, the acquiring thereof and to register patentable findings and the performing of medical, commercial and industrial activities in the widest sense of the word;
- (b) to cooperate with, to participate in, to take over and to manage companies and other legal entities;
- (c) to finance companies and other legal entities, also by providing securities;
- (d) to acquire, manage and alienate registered property and items of property in general, securities and other valuable papers, to borrow and to lend funds and to grant guarantees on behalf of third parties;
- (e) to make periodic payments, to administer pension schemes and to arrange for annuity contracts, as well as everything pertaining to the foregoing, relating thereto or conducive thereto. The objects of the Company include to enhance and promote the interest of the group of companies of which the Company forms part.

CHAPTER III.

Capital. Register.

4. Capital. Conversion

- 4.1 The capital of the Company is divided into:

- (a) one or more ordinary shares, and/or
- (b) one or more (in ordinary shares convertible) cumulative preference shares A; and/or
- (c) one or more (in ordinary shares convertible) cumulative preference shares B; and/or
- (d) one or more (in ordinary shares convertible) cumulative preference shares C, of one cent (EUR 0.01) each.

4.2 All shares are registered shares.

The ordinary shares are continuously numbered from 1, the cumulative preference shares A are continuously numbered from CPA 1, the cumulative preference shares B are continuously numbered from CPB1 and the cumulative preference shares C are continuously numbered from CPC1.

No share certificates shall be issued.

4.3 If in the Articles **shares** are mentioned, this expression shall refer to ordinary shares, cumulative preference shares A, cumulative preference shares B and cumulative preference shares C, save as otherwise expressed.

4.4 At all times at least one share with voting right is or should be held by and for the account of a person other than the Company or any of its subsidiaries.

4.5 For each of the classes of shares a separate share premium reserve shall be maintained on behalf of the Shareholders of the relevant class.

4.6 Upon the written request of the holder of a specific class of shares to the Company, one or more cumulative preference shares A and/or one or more cumulative preference shares B and/or one or more cumulative preference shares C as the case may be shall be converted into ordinary shares, on a one for one basis.

The conversion as referred to in the previous sentence shall be effective per the date of receipt by the Company of the request as referred to in the previous sentence, which shall be evidenced by a corresponding entry by the Management Board in the shareholders register as referred to in paragraph 8 hereunder.

The Agreement contains certain provisions with respect to the optional conversion of shares.

4.7 Notwithstanding the previous paragraph, all issued cumulative preference shares A and all issued cumulative preference shares B and all issued cumulative preference shares C shall automatically convert into ordinary shares, on a one for one basis, upon the earlier to occur of:

- (a) a resolution of the General Meeting including the Qualified Preferred Majority to consent to a conversion of all cumulative preference shares A, cumulative preference shares B and cumulative preference shares C into ordinary shares; or
- (b) the closing of a Qualified IPO.

All holders of cumulative preference shares A, cumulative preference shares B and cumulative preference shares C shall be sent a written notice of the time and the place designated for the automatic conversion as referred to under (a) of this paragraph.

The Agreement contains certain provisions with respect to the automatic conversion of shares.

4.8 The Management Board shall, in case of a conversion as referred to in paragraph 6 or paragraph 7 of this article, register the change in the capital of the Company within eight (8) days with the Dutch Chamber of Commerce, if necessary, and enter such change in the shareholders register of the Company, the ordinary shares that come into existence as a result of the conversion shall be numbered in sequence to the last number of ordinary shares as issued before such conversion.

4.9 In the event one or more cumulative preference shares A and/or one or more cumulative preference shares B and/or one or more cumulative preference shares C are converted in ordinary shares in accordance with paragraph 6 or paragraph 7 of this article, the share premium reserve relating to such shares before the conversion will decrease in proportion to the total number of cumulative preference shares A or cumulative preference shares B or cumulative preference shares C respectively and this amount will be added to the share premium reserve relating to the ordinary shares.

5. Register of shareholders. Quality requirement

- 5.1 Each Shareholder, each usufructuary and each pledgee is required to give notice to the Company of their (email) address.
- 5.2 The Management Board shall keep a register in which the names and (email) addresses of all Shareholders are recorded, showing the date on which they acquired the shares, the date of the acknowledgement or notification, the class of shares that they hold and the amount paid on each share.
- The names and (email) addresses of usufructuaries and pledgees, showing the date on which they acquired such rights, specifying the rights attached to the shares and the date of the acknowledgement or notification, are also recorded in the register.
- 5.3 The register shall be kept accurate and up to date.
- All entries and notes in the register shall be signed by a managing director.
- 5.4 On application by a Shareholder, a usufructuary or a pledgee, the Management Board shall furnish an extract from the register, free of charge, insofar as it relates to his rights in a share.
- If a right of usufruct is vested on a share or if a share is pledged, the extract also sets forth who is entitled to exercise the voting rights attached to the share and/or who is entitled to attend the General Meeting.
- 5.5 The Management Board shall make the register available at the Company's office for inspection by the Authorised Persons.
- 5.6 If and insofar there are two (2) or more Shareholders, only parties that entered into or have adhered to the Agreement and in respect of whom the Agreement has not been terminated (the **Quality Requirement**), can be or become Shareholder.
- 5.7 As per the moment a Shareholder does not meet the Quality Requirement:
- (a) that Shareholder can no longer exercise the voting rights and the meeting rights in a General Meeting attached to the shares held by him and any rights on dividend or other distributions of that Shareholder will be suspended and that Shareholder is obliged to inform the Management Board and the other Shareholders thereof at the latest ten (10) days after such occurrence; and
 - (b) the shares concerned or all of the shares belonging to the Shareholder concerned (the **Offerer**) must be offered for sale to the other Shareholders.
- 5.8 For the application of this article **shares** shall be deemed to include **the right to subscribe for shares**.
- 5.9 The price to be paid for the shares offered for sale shall be determined by mutual agreement of the parties.
- If the parties should fail to reach such agreement, the price shall be determined by one (1) independent expert to be appointed by the Offeror and the prospective purchaser(s) by mutual consent.
- If no agreement is reached on the designation of the independent expert as referred to in the previous sentence, the price shall be determined by three (3) independent experts, all to be appointed by the chairman of the Dutch Institute for Register Valuers (*Vereniging Nederlands Instituut voor Register Valuers (NIRV)*).
- 5.10 The Offeror shall not be authorized to withdraw his offer.

- 5.11 If there should be no prospective purchasers or insufficient prospective purchasers among the other Shareholders to purchase for cash all the shares being offered for sale, the Offeror shall be entitled to retain the shares concerned.
- 5.12 If a Shareholder does not comply with the obligation to offer his shares within a reasonable period of time, the Company is irrevocably authorised to offer and transfer the shares.
- 5.13 When there are no prospective purchasers to whom the Shareholder can transfer his offered shares pursuant to this article, the authorisation is withdrawn and the Shareholder is irrevocably exempt from the obligation to offer and transfer the shares and his rights are no longer suspended.

CHAPTER IV.

Issue of shares. Own shares.

6. Issue of shares. Body of the Company competent to issue shares. Conditions of issue

- 6.1 The issue of shares may only be effected pursuant to a resolution of the General Meeting.
The General Meeting may transfer its authority to resolve to issue shares.
- 6.2 A resolution for the issue of shares shall stipulate the price and further conditions of issue.

7. Rights of pre-emption

- 7.1 Upon an issue of shares, each Shareholder shall have a right of pre-emption in proportion to the number of shares held by such Shareholder, subject to the limitations set by law.
- 7.2 Prior to each single issue the right of pre-emption may be limited or excluded by the body of the Company authorised to issue.
- 7.3 The provisions in this article apply mutatis mutandis if options are granted to subscribe for shares, but do not apply to the issue of shares to someone who exercises a granted right to subscribe for shares.

8. Payment for shares

- 8.1 At the subscription of shares, the nominal amount of such shares must be paid.
The subscriber for shares and the Company may agree, subject to the prior approval of the General Meeting, that only part of the nominal value of such shares must be paid up at the time of issue, or alternatively payment on such shares must be made in instalments, each after the expiration of a certain period of time or at the moment the Company claims the payment on the shares.
- 8.2 Unless another manner of payment has been agreed on, payment on a share must be made in cash.
Payment in a currency other than the denominated nominal value of the shares can be made only after approval by the Company.
When payment is made in a currency other than the denominated nominal value of the shares, the selling rate established by the European Central Bank on the date of the payment shall apply.
- 8.3 Payment in kind on a share requires the prior approval of the General Meeting.

9. Own shares

- 9.1 The Management Board decides whether or not the Company acquires shares in its own capital.

9.2 The Company may, subject to article 4 paragraph 4 of the Articles and the relevant provisions of the law, acquire fully paid up shares in its own capital or depository receipts thereof.

9.3 No voting rights may be exercised in the General Meeting for any share held by the Company or any of its subsidiaries.

9.4 In determining the number of votes cast by the Shareholders and to what extent the share capital is present or represented, or to what extent the share capital of the Company is provided or represented, no account is taken of shares in respect of which no vote can be cast.

10. Issue or transfer of shares. Formalities

10.1 The issue or transfer of shares or the transfer of a right *in rem* thereon shall require a deed drawn up for that purpose, executed before a civil-law notary registered in the Netherlands.

10.2 The transfer of shares or the transfer of a right in rem thereon also binds the Company by operation of law.

Unless the Company itself is party to the legal act, the rights attached to the shares can only be exercised after the Company has acknowledged said legal act or said deed has been served on the Company in accordance with the relevant provisions of the law.

CHAPTER V.

Capital reduction. Limited rights.

11. Capital reduction

11.1 The General Meeting may resolve to reduce the issued capital of the Company by a cancellation of shares or by reduction of the nominal value of the shares by amendment of the Articles, with due observance of article 4 paragraph 4 of the Articles and the relevant provisions of the law.

11.2 A resolution to cancel shares held by the Company itself or of which the Company holds the depository receipts, may be effected without the Company's consent. In all other cases the cancellation of shares requires the consent of the Shareholders involved.

11.3 Reduction of capital may also be effected with respect to either the ordinary shares or the cumulative preference shares.

The capital reduction shall be effected in proportion to the shares included therein, unless all of the Shareholders concerned consent to deviate from this principle.

11.4 Any reduction of the nominal value of the shares without repayment and without a release of the obligation to pay up the shares must be made pro rata to all shares of the same class.

Such pro rata requirement may be waived with the consent of all Shareholders concerned.

11.5 Section 2:216 paragraph 2 through 4 DCC applies mutatis mutandis to a resolution to reduce the issued capital with repayment on the shares.

Repayment or a release of the obligation to pay up the shares within the meaning of Section 2:208 paragraph 4 DCC, is only allowed to the extent the net assets of the Company exceed the reserves which must be maintained under the law or the Articles.

12. Usufruct, pledge on shares and depository receipts

12.1 A right of usufruct or a right of pledge can be vested on the shares.

- 12.2 If a share is pledged or the Shareholder creates a right of usufruct on a share, the Shareholder remains entitled to exercise the voting rights.
- 12.3 Notwithstanding the provisions of paragraph 2 of this article, the pledgee shall have the voting rights on the shares if so provided—either under a condition precedent or otherwise—upon the establishment of the right of pledge or later in time agreed in writing between the Shareholder and the pledgee, provided the General Meeting has granted its prior approval to such transfer of voting rights.
- 12.4 Notwithstanding the provision of article 1 paragraph 1 under (n) the expression ‘in writing’ in paragraph 3 of this article means: by agreement or deed.
- 12.5 Section 2: 196a DCC and 2: 196b DCC apply *mutatis mutandis* to the written agreement or deed as referred to in paragraphs 3 and 4 of this article.
- 12.6 Holders of depository receipts do not have meeting rights as referred to in Section 2:227 paragraph 1 DCC.

CHAPTER VI.

13. Blocking clause

- 13.1 If the Quality Requirement as described in article 5 paragraph 6 of the Articles is no longer effective or if the Agreement is terminated, the statutory restrictions as referred to in Section 2:195 DCC apply to any transfer of shares in the capital of the Company.
- 13.2 In all other circumstances, a transfer of one or more shares by a Shareholder who meets the Quality Requirement may only be effected in accordance with the Agreement and provided that the civil-law notary (*notaris*) who is to execute the deed referred to in article 10 may request each Shareholder that meets the Quality Requirement to confirm compliance of such transfer or transmission with the Agreement.

CHAPTER VII.

The Management Board.

14. Management Board

- 14.1 The Management Board of the Company shall consist of one or more managing directors.
- 14.2 The General Meeting shall fix the number of managing directors.

15. Appointment. Suspension and dismissal

- 15.1 The General Meeting shall appoint the managing directors.
- 15.2 The General Meeting may suspend or dismiss the managing director at any time.

The managing directors can also be suspended by the Supervisory Board.

- 15.3 Every suspension may be extended one or more times, but the total term of suspension cannot exceed three (3) months.
If the General Meeting does not terminate the suspension or resolve to dismiss the respective managing director within this period, the suspension ends.
- 15.4 The General Meeting shall determine the remuneration and further conditions of employment of the managing directors.

16. Duties of the Management Board

- 16.1 Subject to the restrictions imposed by the Articles, the Management Board shall be entrusted with the management of the Company.
- 16.2 In fulfilling their duties the managing directors shall act in accordance with the corporate interests of the Company and its business.
- 16.3 The Management Board may, in consultation with the Supervisory Board, determine—in regulations or otherwise—the specific duties each managing director will be charged with.
- 16.4 The Management Board must follow the instructions of the General Meeting in respect of general lines of financial, social, economic and employment policies, unless it is in conflict with the interest of the Company or its business.

17. Decision-making process

- 17.1 Meetings of the Management Board shall be held as often as a managing director deems such necessary.
- 17.2 The convocation shall take place not less than four (4) Business Days prior to the Management Board meeting unless all managing directors approve a shorter notice period.
- The notice for Managing Board meetings shall set out the place, date and time of the meeting and shall include an agenda identifying the matters to be discussed at the meeting.
- 17.3 Each managing director has the right to cast one (1) vote in Management Board meetings.
- 17.4 All resolutions shall be adopted by an absolute majority of the votes cast. If there is a tie of votes the proposal is rejected.
- 17.5 In case a managing director has a direct or indirect personal interest which conflicts with the interests of the Company and its business, such managing director will not participate in the deliberation and decision-making of the Management Board. If as a result hereof no resolution can be adopted by the Management Board, the resolution will be adopted by the Supervisory Board.
- 17.6 The Management Board may lay down regulations regarding its own decision-making process.
- 17.7 A managing director may be represented by another managing director authorised in writing.
- A managing director may not act as representative for more than one other managing director.
- 17.8 Meetings of the Management Board can be held by telephone conference, videoconference or any other electronic means of communication, provided that all managing directors can communicate with each other.
- 17.9 A managing director can attend a meeting of the Management Board by telephone conference, videoconference or any other electronic means of communication, provided this managing director can communicate with the other attending managing directors at all times and vice versa.
- 17.10 Resolutions of the Management Board may also be adopted in writing without recourse to a Management Board meeting, provided that all managing directors have been consulted and none of the managing directors has objected to this this form of decision-making.

18. Representation. Proxy holders

- 18.1 The Management Board shall be authorised to represent the Company.
- In addition, each managing director is solely authorised to represent the Company.

18.2 The Management Board may appoint persons with general or limited power to represent the Company.

Each of those persons shall be authorised to represent the Company with due regard to any restrictions imposed on him.

18.3 The Management Board can determine to grant a specific title to the persons as referred to in paragraph 2 of this article.

19. Approval of decisions of the Management Board

19.1 The General Meeting as well as the Supervisory Board is entitled to require resolutions of the Management Board to be subject to its approval.

These resolutions shall be clearly specified and notified to the Management Board in writing.

19.2 Without prejudice to any other appropriate provision of these Articles, the Management Board shall obtain the approval of Supervisory Board for managerial decisions with respect to any one or more of the following matters:

- (a) any transaction with any related party or parties that, in the aggregate, exceeds ten per cent (10%) of the approved budget;
- (b) entering into a clinical trial application (CT A) or investigational new drug Applications (IND) application procedure;
- (c) any transaction or series of transactions that in the aggregate would result in the incurrence by the Company of indebtedness for borrowed money, including guarantees of the obligations of others and capitalized leases and similar financing arrangements in excess of one hundred thousand euro (EUR 100,000.-);
- (d) guarantee any indebtedness;
- (e) modification of the strategy of the Company's activities, including without limitation, the determination and modification of the budget, including the business plan;
- (f) the appointment, suspension and dismissal of any key executive and any managing director), any decision concerning the contractual relationship between the Company on the one hand and any key executive on the other, and the grant of any debt owed by or to a key executive;
- (g) initiate any litigation;
- (h) the appointment of agents or any financial or legal advisors in connection to the listing of the Company's shares on a stock exchange market;
- (i) any transaction relating to intellectual property rights owned or controlled by the Company or a third party;
- (j) disposing of any material asset of the Company or terminating the business of the Company or a substantial part thereof involving an amount exceeding one hundred thousand euro (EUR 100,000.-);
- (k) establishment of pension plans and granting pension rights in excess of those arising from existing arrangements;

- (l) the application to have shares in the capital of the Company listed at a stock exchange as well as any action to prepare for such listing;
- (m) undertaking any such legal acts as will be determined and clearly defined by the Supervisory Board and notified to the Management Board in writing;
- (n) direct or indirect participation in the capital of another company and changing the size of such participation;
- (o) long term direct or indirect cooperation with another company, entity or person involving an amount exceeding one hundred thousand euro (EUR 100,000.-), including termination of such cooperation;
- (p) any (voluntary) dissolution and liquidation of the Company (including the appointment and remuneration of the liquidator(s));
- (q) the incorporation, relocation or liquidation of subsidiaries, branches or enterprises, purchase or sale of shareholdings in other companies as well as the purchase of other businesses in whole or in essential parts;
- (r) any acquisition, investment, capital expenditure, sale or lease of assets, major licensing or distribution agreement, or creation of a contract to the extent that (i) such transaction or series of related transactions has a cost or value to the Company exceeding one hundred thousand euro (EUR 100,000.-) in the aggregate over a twelve (12) month period and (ii) was not budgeted for in the annual budget (excluding ordinary business);
- (s) disposal of intellectual property rights and the conclusion or termination of patent, license, know-how and cooperation agreements in relation to intellectual property, if and insofar such disposal, conclusion or termination exceeds the ordinary course of business of the Company or the disposal or series of related disposals of any other essential assets of the Company outside the ordinary course of business for a value exceeding one hundred thousand euro (EUR 100,000.-) in the aggregate;
- (t) the granting of security interests over the Company's assets, provision of personal securities, guarantees and joint liabilities as well as acceptance of liabilities, except for such measures that are within the ordinary course of business of the Company;
- (u) conclusion, modification or termination of any contract, financial arrangement or other transaction between, on the one hand, the Company or one of its affiliates (if any) and, on the other hand: (i) a Shareholder or (ii) a manager of the Company or (iii) a related person of a shareholder or a manager of the Company;
- (v) the amendment of the ESOP, grant of options under the ESOP or depositary receipts under Stichting Administratiekantoor LAVA Therapeutics, or adopting a new plan to incentivise key employees;
- (w) determination of remuneration and bonuses of key employees;
- (x) proposal to dissolve and liquidate the Company or entering into bankruptcy proceedings or filing for a suspension of payments on behalf of the Company;
- (y) borrow or lend money or enter into any other financing transactions, excluding ordinary business;
- (z) initiate a sales process in relation to the fifty per cent (50%) or more of the shares of the Company or a substantial part of its assets;

- (aa) enter into settlement agreements or conduct any litigation, except for legal actions that cannot be postponed or the purpose of which is solely to reserve rights and also except for measures taken to collect money claims on account of goods delivered or services rendered by the Company.
 - (bb) increase or decrease the minimum coverage of the Company's (managing) directors' and officers' liability insurance.
 - (cc) repurchase (*inkoop*) of shares in the Company's own capital, shares in the capital of a subsidiary or depositary receipts representing any such shares or the delegation of powers with respect to the approval of the purchase of the Company's own shares.
- 19.3 Without prejudice to any other appropriate provision of these Articles, the Management Board shall obtain the prior approval of the General Meeting with a Qualified Preferred Majority for the resolutions set out in article 28 paragraph 9 of the Articles taken by the Company in its capacity as shareholder.
- 19.4 The lack of approval referred to in paragraphs 1 and 2 of this article does not affect the authority of the Management Board or the directors to represent the Company.

20. Absence or prevention

- 20.1 If a managing director is absent or prevented from performing his duties, the remaining managing directors or managing director shall be entrusted with the entire management of the Company.
- 20.2 If all managing directors, or the sole managing director, are or is absent or prevented from performing their/its duties, the management of the Company shall be temporarily entrusted to the person designated for this purpose by the General Meeting.
- This person takes all necessary steps to provide for a final measure as soon as possible.
- 20.3 In the Articles the expression 'absent' includes the situation in which a managing director is (temporarily) not able to perform his duties due to suspension, missing or long-term illness.

CHAPTER VIII.

Supervisory Board.

21. Supervisory Board. Appointment. Suspension and dismissal. Remuneration.

- 21.1 The Company shall have a Supervisory Board, consisting of a maximum of eight (8) supervisory directors.
- With due observance of the provisions of the previous sentence, the General Meeting shall determine the number of supervisory directors.
- Only natural persons can be supervisory directors.
- 21.2 The supervisory directors shall be appointed as follows:
- (a) one (1) supervisory director shall be appointed by the General Meeting upon the binding nomination of the holder of cumulative preference share with number CPC1 (the **Supervisory Director C1**);
 - (b) one (1) supervisory director shall be appointed by the General Meeting upon the binding nomination of the holder of cumulative preference share with number CPC3, 165 (the **Supervisory Director C2**);

- (c) one (1) supervisory director shall be appointed by the General Meeting upon the binding nomination of the holder of cumulative preference share with number CPC6,329 (the **Supervisory Director C3**);
- (d) one (1) supervisory director shall be appointed by the General Meeting upon the binding nomination of the holder of cumulative preference share with number CPC?,383 (the **Supervisory Director C4**);
- (e) one (1) supervisory director shall be appointed by the General Meeting upon the binding nomination of the holder of cumulative preference share with number CPC11,339 (the **Supervisory Director C5**);
- (f) one (1) supervisory director shall be appointed by the General Meeting upon the binding nomination of the holder of cumulative preference share with number CPC13,712 (the **Supervisory Director C6** and the Supervisory Director C1, the Supervisory Director C2, the Supervisory Director C3, the Supervisory Director C4, the Supervisory Director C5 and the Supervisory Director C6 jointly the **Supervisory Directors C**); and
- (g) two (2) supervisory directors shall be appointed by the General Meeting (each an **Independent Supervisory Director**) upon the binding nomination of the Supervisory Board, adopted in a meeting of the Supervisory Board with a Qualified Board Majority.

If the nomination contains only one candidate for one vacancy, then the resolution regarding the nomination has the effect that the candidate is appointed, unless the nomination is deprived of its binding character.

The General Meeting may by a resolution passed with a two-thirds majority of the votes cast representing more than one half of the issued capital, resolve that the nomination shall not be binding.

21.3 Every supervisory director may be suspended or dismissed by the General Meeting at any time.

21.4 The General Meeting shall grant the title Chairman to an Independent Supervisory Director.

21.5 Unless the General Meeting has resolved otherwise, supervisory directors shall not receive any remuneration.

22. Duties and powers. Proceedings and decision making process

22.1 It shall be the duty of the Supervisory Board to supervise the management of the Management Board and the general course of affairs in the Company and in the business connected with it.

The Supervisory Board shall assist the Management Board with advice.

In performing their duties the supervisory directors shall act in accordance with the corporate interests of the Company and of the business connected with it.

22.2 The Supervisory Board shall meet at least five (5) times a year and whenever a supervisory director deems such necessary.

22.3 The convocation shall take place not less than ten (10) Business Days prior to the Supervisory Board meeting unless all supervisory directors approve a shorter notice period.

The notice for Supervisory Board meetings shall set out the place, date and time of the meeting and shall include an agenda identifying the matters to be discussed at the meeting.

22.4 Each supervisory director has the right to cast one (1) vote in Supervisory Board meetings.

Resolutions of the Supervisory Board:

- (a) other than as listed in article 19 paragraph 2 of the Articles, shall be adopted by a simple majority of the votes cast;
- (b) listed in article 19 paragraph 2 of the Articles, shall be adopted with a simple majority of the votes cast, including a Qualified Board Majority, in a meeting where at least four (4) Supervisory Directors C are present, either in person or in accordance with paragraph 8 of this article, or represented.

If in such meeting this quorum is not present or represented, the meeting shall be adjourned upon notice to the supervisory directors, stating that the meeting has been adjourned due to lack of quorum and by setting a new date and time, in accordance with paragraph 3 of this article.

No quorum requirements shall apply to any such second meeting.

The Agreement contains certain provisions with respect to resolutions of the Supervisory Board.

In the event of a tie of votes, the proposal is rejected, provided that if there is a tie of votes and the Supervisory Board is composed of eight (8) supervisory directors the resolution shall be adopted by the General Meeting, with the approval of two-third (2/3) of the votes cast on the cumulative preference shares C.

- 22.5 In case a supervisory director has a direct or indirect personal interest which conflicts with the interests of the Company and its business, such supervisory director will not participate in the deliberation and decision-making of the Supervisory Board.

If as a result hereof no resolution can be adopted by the Supervisory Board, the resolution will be adopted by the General Meeting.

- 22.6 A supervisory director may be represented by another supervisory director authorised in writing.

A supervisory director may not act as representative for more than one other supervisory director.

- 22.7 Meetings of the Supervisory Board can be held by telephone conference, videoconference or any other electronic means of communication, provided that all supervisory directors can communicate with each other.

- 22.8 A supervisory director can attend a meeting of the Supervisory Board by telephone conference, videoconference or any other electronic means of communication, provided this supervisory director can communicate with the other attending supervisory directors at all times and vice versa.

- 22.9 Resolutions of the Supervisory Board may also be adopted in writing without recourse to a Supervisory Board meeting, provided that all supervisory directors have been consulted and none of the supervisory directors has objected to this form of decision-making

- 22.10 The Supervisory Board shall meet together with the Management Board as often as the Supervisory Board or the Management Board deems such necessary.

- 22.11 In the event that a supervisory director is absent or prevented from performing his duties, the person designated thereto by the holder of the cumulative preference share that is authorised to nominate such supervisory director (i) shall be entrusted with the tasks (including, but not limited to, the right to vote in supervisory board meetings) of such supervisory director and (ii) will have the same rights as such supervisory director.

22.12 In the Articles the expression 'absent' shall include the situation in which a supervisory director is (temporarily) not able to perform his duties due to suspension, a conflict of interest as referred to in article 22 paragraph 5, missing or long-term illness.

CHAPTER IX.

Annual accounts. Profits.

23. Financial year. Drawing up of the annual accounts. Accountant

23.1 The financial year shall be the calendar year.

23.2 Annually, not later than five (5) months after the end of the financial year, unless by reason of special circumstances this term is extended by the General Meeting for a period not exceeding five (5) months, the Management Board shall draw up the Annual Accounts and make these available for inspection by the Authorised Persons and the Supervisory Board at the Company's office.

Within this period the Management Board also makes the management report available for inspection by the Authorised Persons and the Supervisory Board, unless the provisions of Section 2:396 paragraph 7 or Section 2:403 DCC apply.

23.3 The Annual Accounts shall be signed by all managing directors and all supervisory directors.

If the signature of one or more of them is lacking, this shall be expressly stated and explained.

23.4 If the Annual Accounts provide for a dividend payment proposed by the Management Board, this proposal should be considered as approval as mentioned in article 25 paragraph 8.

23.5 The Company may, and if the law so requires shall, appoint an Accountant to audit the Annual Accounts.

24. **Adoption of the annual accounts. Discharge. Publication.**

24.1 The General Meeting shall adopt the Annual Accounts.

Adoption of the Annual Accounts shall not automatically discharge a managing director or supervisory director.

The General Meeting may discharge a managing director or a supervisory director by a separate resolution.

24.2 The Company shall make the Annual Accounts publicly available within eight (8) days following the adoption thereof, unless a statutory exemption is applicable.

25. **Profit. Reserves**

25.1 The General Meeting is authorised to resolve to allocate the profits as determined by virtue of the adoption of the Annual Accounts.

The Agreement contains certain provisions with respect to the (distribution of) profits.

25.2 The General Meeting is authorised to determine a distribution of the profits, to the extent that its net assets exceed the reserves which must be maintained under the law or the articles of association.

25.3 The General Meeting may resolve to distribute the reserves in whole or in part, taking into account the relevant statutory provisions.

- The Agreement contains certain provisions with respect to the (distribution of) reserves.
- 25.4 The General Meeting, may resolve to pay interim-dividend, taking into account the relevant statutory provisions.
The Agreement contains certain provisions with respect to the (distribution of) interim-dividend.
- 25.5 Any resolution of the General Meeting to make a distribution, as referred to in the previous paragraphs of this article, shall be without any effect until the Management Board has granted its approval to such resolution.
- 25.6 The Management Board shall only withhold the approval as referred to in paragraph 5 of this article, if the Management Board is aware or reasonable should be aware of any circumstances by virtue of which the Company cannot continue to meet its obligations in the foreseeable future after the relevant distribution.

CHAPTER IX.

General Meetings.

26. General Meetings

Each fiscal year, either one General Meeting shall be held, or the Shareholders shall resolve in accordance with article 29 of the Articles.

27. Convocation. Place of the meeting

- 27.1 Authorised Persons are called to attend a General Meeting by the Management Board, by the Supervisory Board or by any Shareholder holding at least ten per cent (10%) of the issued share capital of the Company, under the obligation to notify the Management Board of such convocation.
- 27.2 General Meetings shall be convened in writing to the addresses of the Authorised Persons as set out in the shareholders' register or, with the consent of the Authorised Persons, by means of a legible and reproducible notice sent by electronic means of communication to the address provided for this purpose.
- 27.3 The convocation shall specify the subjects to be addressed in the General Meeting.
- 27.4 As to subjects brought up for discussion which were not included in the convocation, no valid resolutions can be adopted unless all Authorised Persons agree with the decision-making on these subjects and all managing directors and all supervisory directors have had the opportunity to give their advice to the General Meeting.
- 27.5 The convocation shall take place no later than on the eighth (8th) day prior to the date of the General Meeting.
If the meeting has been convened less than eight (8) days before the date of the General Meeting, or if there was no convocation at all, valid resolutions may still be adopted provided that all Authorised Persons consent with the decision-making on the subjects to discuss and all managing directors and all supervisory directors have had the opportunity to give their advice to the General Meeting.
- 27.6 General Meetings shall be held in the municipality in which the Company has its registered seat according to the Articles and in Amsterdam, Rotterdam, Schiphol (municipality Haarlemmermeer) and 's-Hertogenbosch.
- 27.7 General Meetings can be held elsewhere, provided that all Authorised Persons have consented on this place of the meeting and all managing directors and all supervisory directors have had the opportunity to give their advice to the General Meeting.

28. Attending the General Meeting. Decision-making of the General Meeting

- 28.1 Each Authorised Person shall be authorised to attend and address the General Meeting, either in person or by written proxy.
- 28.2 Each Authorised Person with the right to vote, is authorised to exercise his voting right in the General Meeting either in person or by written proxy.
- 28.3 If needed, the Management Board may create the possibility for Authorised Persons to attend, speak, participate in the deliberation and, as far as such Authorised Person has the right to vote, to exercise his voting right in the General Meeting, either in person or by proxy, through electronic means of communication.

The Management Board shall determine the further rules and conditions for the aforesaid use of electronic means of communication, provided that each Authorised Person that wishes to make use of the facility contemplated in this paragraph can provide a valid form of identification to the Management Board.

All further rules and conditions determined by the Management Board must be specified in the convocation notice.

- 28.4 The Management Board may determine that each Authorised Person with the right to vote is authorised to cast his vote via electronic means of communication during a certain period prior to the General Meeting. Such period is to be decided by the Management Board, provided that this period cannot commence earlier than thirty (30) days before the day of the General Meeting.

Votes cast in accordance with the previous sentence are considered equal to votes cast during the General Meeting.

- 28.5 Each Authorised Person or its representative attending the General Meeting, must sign the attendance-list.

In addition the chairman identifies which Authorised Persons or representatives thereof attend and/or vote at the General Meeting through electronic means of communication.

- 28.6 Each share provides for the right to cast one (1) vote in a General Meeting.

- 28.7 Blank and invalid votes are considered not to be cast.

- 28.8 To the extent that the law or the Articles do not require otherwise and with due observance of paragraph 9 of this article, all resolutions of the General Meeting shall be adopted by a simple majority of the votes cast in a meeting in which more than fifty per cent (50%) of the issued capital is present or represented.

When the aforesaid quorum is not represented at such meeting, a second meeting can be convened to be held not less than two (2) weeks and not more than four (4) weeks after the first meeting, upon notice to the Shareholders stating that the meeting has been adjourned due to lack of quorum.

The notice shall also state that the adjourned meeting shall be held the same time and location as the original meeting.

Further, the notice shall state that, and it shall be the case that, at such adjourned meeting any resolutions shall be adopted by a simple majority of the votes cast (unless the law or the Articles prescribe a larger majority in respect of any such resolution), regardless the issued capital that is present or represented at such adjourned meeting.

28.9 A resolution of the General Meeting relating to the following matters:

- (a) any amendments to the Management Board or the Supervisory Board, including but not limited to its size and composition;
- (b) any amendment of the Articles or the Agreement;
- (c) the issuance of shares or to grant the right to subscribe for shares in the Company's capital;
- (d) the exclusion or limitation of pre-emption rights in case of issuance of shares or a grant of rights to subscribe for shares in the Company's capital;
- (e) transfer or revocation of the authority to exclude or limit pre-emption rights to another corporate body;
- (f) the transfer or revocation of the authority to issue shares or to grant the right to subscribe for shares in the Company's capital to another corporate body;
- (g) a reduction of the Company's issued capital (including the redemption of shares);
- (h) statutory merger or statutory demerger;
- (i) the remuneration and further terms and conditions of employment for each of the members of the Management Board and the remuneration of the Supervisory Board;
- U) changing accounting principles and policies;
- (j) the granting of profit rights;
- (k) any declaration or payment of a dividend or any other distribution of profits or reserves;
- (l) the appointing, suspending, (to the extent permitted by law) dismissing or releasing from liability (decharge verlenen) any managing directors or determine or vary any terms of their appointment (including the employment conditions and remuneration of the managing directors);
- (m) determining or amending the terms of appointment (including remuneration) of the Supervisory Board;
- (n) the adoption of schemes or arrangements in relation to the granting of bonuses or profit rights to the members of the Management Board or employees of the Company;
- (o) the appointment, revocation and remuneration of the statutory auditor;
- (p) the adoption of the Company's annual accounts;
- (q) guarantee any indebtedness;
- (r) transfer of the registered office of the Company outside the Netherlands; and
- (s) changing the nature of the Company's business, shall be adopted with a simple majority of votes which majority is to include a Qualified Preferred Majority.

28.10 The General Meeting shall itself appoint a chairman.

Until that moment a managing director shall act as chairman and in the absence of such a member the eldest person present at the meeting shall act as chairman.

The chairman shall appoint the secretary of the General Meeting.

28.11 The chairman determines the voting procedure, provided that if one of the attending persons with the right to vote requests so, the voting on appointment, suspension and dismissal of persons will take place by sealed and unsigned ballots.

28.12 Minutes must be kept of the proceedings of each meeting.

28.13 The managing directors and supervisory directors shall, as such, have the right to attend the General Meeting and give advice in the General Meeting.

29. Resolutions outside of meetings. Records

29.1 Resolutions of Shareholders may also be adopted in writing without recourse to a General Meeting, provided that all Authorised Persons gave their consent to this form of decision-making.

Consent to this form of decision-making can be given by electronic means of communication.

The votes shall be cast in writing.

If the resolution is in writing and mentions the way in which each Shareholder casts its vote, this should be considered as voting in writing as referred to in this article.

29.2 The managing directors and supervisory directors shall be given the opportunity to give prior advice on the resolutions as mentioned in paragraph 1 of this article.

29.3 The Management Board shall keep a record of the resolutions thus made.

Each of the Shareholders must procure that the Management Board is informed in writing of the resolutions made in accordance with paragraph 1 of this article as soon as possible.

The records shall be deposited at the offices of the Company for inspection by the Authorised Persons. Upon request each of them shall be provided with a copy or an extract of such record at not more than the actual costs.

30. Meeting of holders of a specific class of shares

30.1 A meeting of holders of a specific class of shares or a joint meeting shall be held whenever a resolution of such meeting is required.

Furthermore such meeting shall be held in the event either the Management Board or a holder of shares of the class concerned, deems such useful.

30.2 In the event one or more persons mentioned in paragraph 1 of this article request for a meeting of holders of shares of a specific class or a joint meeting to be held, they shall notify the Management Board.

Each of the requesters is authorized to convene the meeting, if none of the managing directors convenes the meeting in such a way that it shall be held within fifteen (15) days after receipt of the request.

30.3 The provisions of article 27 up to and including 29 apply mutatis mutandis to meetings of holders of shares of a specific class or a joint meeting, with the exception of articles 28 paragraph 13 and article 29 paragraph 2.

CHAPTER X.

Merger. Demerger. Conversion. Amendment of the Articles. Dissolution. Liquidation.

31. Resolutions and proposals

When a proposal to enter into a legal merger or legal demerger, to convert the Company, to amend the Articles or to dissolve the Company is to be made to the General Meeting, this must be mentioned in the notification of the General Meeting. As regards an amendment of the Articles, a copy of the proposal including the text of the proposed amendment must at the same time be deposited and held available at the offices of the Company for inspection by the Authorised Persons until the end of the meeting.

32. Liquidation

32.1 In the event of dissolution of the Company by virtue of a resolution of the General Meeting, the managing directors will be entrusted with the liquidation of the business of the Company, unless the General Meeting appoints one or more other persons. The Supervisory Board shall be charged with the supervision of the liquidation.

32.2 During liquidation, the provisions of the Articles shall remain in force as far as possible.

32.3 The Agreement contains certain provisions with respect to the distribution of the liquidation surplus.

32.4 After the Company has ceased to exist, the books, records and other database of the Company shall remain at the person appointed thereto by the liquidator for seven (7) years.

Final statement

Finally the appearing person declared upon the current amendment to the articles of association taking effect, the issued and paid-up capital remains unchanged and amounts to two hundred seventy-six euro sixteen cent (EUR 276.16).

Conclusion of the deed

The person appearing before me, whose identity I, civil-law notary, have established by means of the document referred to in this deed, is known to me, civil-law notary.

THIS DEED

a concise summary of the contents of which was stated to the person appearing before me, drawn up to be kept in the civil-law notary's custody was executed in Amsterdam on the date first above written.

I, civil-law notary, informed the person appearing before me of the substance and subsequently explained the contents of this deed.

I also informed that person of the consequences which this deed would have on the party to the deed.

The person appearing before me subsequently declared to have taken note of the contents of this deed, to consent thereto and to not require it to be read out in full.

After some clauses of this deed had been read out, it was then signed by the person appearing before me and by me, civil-law notary.

This is a translation into English of the official Dutch version of the deed of amendment to the articles of association of a private company with limited liability under Dutch law. In the event of a conflict between the English and Dutch texts, the Dutch text shall prevail.

**DEED OF AMENDMENT TO THE ARTICLES OF ASSOCIATION
LAVA THERAPEUTICS B.V.**

On this day, the seventeenth day of March two thousand twenty-one, appeared before me, Sanne Florentine Mesu, candidate civil law notary, hereinafter referred to as “civil law notary”, acting as deputy of Paul Cornelis Simon van der Bijl, civil law notary in Amsterdam:

Mike Federico Koudenburg, born in Santafé de Bogotá, Colombia on the sixteenth day of May nineteen hundred ninety-five, employed at the offices of me, civil law notary, located at Beethovenstraat 400, 1082 PR Amsterdam.

The person appearing declared that the general meeting of **LAVA Therapeutics B.V.**, a private company with limited liability, having its corporate seat in Utrecht (address: Yalelaan 60, 3584 CM Utrecht, trade register number: 65335740) (the “**Company**”), by written resolution dated the seventeenth day of March two thousand twenty-one (the “**Written Resolution**”), decided to amend the Company’s articles of association in part.

A copy of the Written Resolution shall be attached to this Deed as an annex.

The Company’s articles of association were most recently amended by a deed executed on the fifteenth day of September two thousand and twenty before Cornelis Johannes Jozefus Maria van Gool, civil law notary in Amsterdam.

In order to carry out the abovementioned resolution, the person appearing declared to amend the Company’s articles of association in part, as set out below:

The nominal value referred to in Article 4.1 of the Company’s articles of association is increased from one eurocent (EUR 0.01) to twenty-six euro and fifty-two eurocent (EUR 26.52).

FINAL STATEMENTS

Finally, the person appearing declared that:

- a. as evidenced by the Written Resolution, the person appearing has been authorised to execute this Deed;
- b. by means of this Deed, the nominal value of each share in the capital of the Company, irrespective of its class or designation, is increased from one eurocent (EUR 0.01) to twenty-six euro and fifty-two eurocent (EUR 26.52);
- c. the difference between the Company’s issued share capital immediately before the execution of this Deed and the Company’s issued share capital immediately after the execution of this Deed amounts to one million one hundred twenty-one thousand nine hundred and twenty-nine euro and seventy-one eurocent (EUR 1,121,929.71), which amount, as evidenced by the Written Resolution, is charged to the Company’s share premium reserves attached the respective shares; to the extent required, this has been approved by the Company’s management board within the meaning of Section 2:216(2) of the Dutch Civil Code, as evidenced by the Company’s managing directors having co-signed the Written Resolution; and
- d. consequently, immediately after the execution of this Deed, the Company’s issued share capital, will amount to one million one hundred twenty-two thousand three hundred and fifty-two euro and ninety-two eurocent (EUR 1,122,352.92).

The person appearing is known to me, civil law notary.

This Deed was executed in Amsterdam on the date mentioned in its heading.

After I, civil law notary, had conveyed and explained the contents of the Deed in substance to the person appearing, the person appearing declared that to have taken note of the contents of the Deed, to be in agreement with the contents and not to wish them to be read out in full. Following a partial reading, the Deed was signed by the person appearing and by me, civil law notary.

This is a translation into English of the official Dutch version of the deed of amendment to the articles of association of a private company with limited liability under Dutch law. In the event of a conflict between the English and Dutch texts, the Dutch text shall prevail.

**DEED OF AMENDMENT TO THE ARTICLES OF ASSOCIATION
LAVA THERAPEUTICS B.V.**

On this day, the seventeenth day of March two thousand twenty-one, appeared before me, Sanne Florentine Mesu, candidate civil law notary, hereinafter referred to as “civil law notary”, acting as deputy of Paul Cornelis Simon van der Bijl, civil law notary in Amsterdam:

Mike Federico Koudenburg, born in Santafé de Bogotá, Colombia on the sixteenth day of May nineteen hundred ninety-five, appeared at the offices of me, civil law notary, located at Beethovenstraat 400, 1082 PR Amsterdam.

The person appearing declared that the general meeting of **LAVA Therapeutics B.V.**, a private company with limited liability, having its corporate seat in Utrecht (address: Yalelaan 60, 3584 CM Utrecht, trade register number: 65335740) (the “**Company**”), by written resolution dated the seventeenth day of March two thousand twenty-one (the “**Written Resolution**”), decided to amend the Company’s articles of association in part.

A copy of the Written Resolution shall be attached to this Deed as an annex.

The Company’s articles of association were most recently amended by a deed executed on the seventeenth day of March two thousand twenty-one before a deputy of Paul Cornelis Simon van der Bijl, civil law notary in Amsterdam.

In order to carry out the abovementioned resolution, the person appearing declared to amend the Company’s articles of association in part, as set out below:

The nominal value referred to in Article 4.1 of the Company’s articles of association is amended to be twelve eurocents (EUR 0.12).

FINAL STATEMENTS

Finally, the person appearing declared that:

- a. as evidenced by the Written Resolution, the person appearing has been authorised to execute this Deed;
- b. by means of this Deed, each share in the capital of the Company, irrespective of its class or designation, is divided into two hundred and twenty-one (221) shares of the same class or designation, each having a nominal value of twelve eurocents (EUR 0.12); and
- c. consequently, immediately after the execution of this Deed, the Company’s issued share capital, will amount to one million one hundred twenty-two thousand three hundred and fifty-two euro and ninety-two eurocent (EUR 1,122,352.92).

The person appearing is known to me, civil law notary.

This Deed was executed in Amsterdam on the date mentioned in its heading.

After I, civil law notary, had conveyed and explained the contents of the Deed in substance to the person appearing, the person appearing declared that to have taken note of the contents of the Deed, to be in agreement with the contents and not to wish them to be read out in full. Following a partial reading, the Deed was signed by the person appearing and by me, civil law notary.

Draft dated March 17, 2021

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

ARTICLES OF ASSOCIATION

LAVA THERAPEUTICS N.V.

DEFINITIONS AND INTERPRETATION

Article 1

1.1 In these articles of association the following definitions shall apply:

Article	An article of these articles of association.
Board	The Company's board of directors.
Board Rules	The internal rules applicable to the Board, as drawn up by the Board.
CEO	The Company's chief executive officer.
Chairman	The chairman of the Board.
Class Meeting	The meeting formed by the Persons with Meeting Rights with respect to shares of a certain class.
Company	The company to which these articles of association pertain.
DCC	The Dutch Civil Code.
Director	A member of the Board.
Euribor	The Euribor rate (or a European reference rate that has replaced the Euribor rate) published by Thomson Reuters or another institution chosen by the Board, for loans with a maturity of three, six, nine or twelve months, whichever had the highest mathematical average over the financial year (or the relevant part thereof) in respect of which the relevant distribution is made, but in any event no less than zero percent.
Executive Director	An executive Director.
General Meeting	The Company's general meeting.

Group Company	An entity or partnership which is organisationally connected with the Company in an economic unit within the meaning of Section 2:24b DCC.
Indemnified Officer	A current or former Director or such other current or former officer or employee of the Company or its Group Companies as designated by the Board.
Meeting Rights	With respect to the Company, the rights attributed by law to the holders of depository receipts issued for shares with a company's cooperation, including the right to attend and address a General Meeting.
Non-Executive Director	A non-executive Director.
Person with Meeting Rights	A shareholder, a usufructuary or pledgee with voting rights or a holder of depository receipts for shares issued with the Company's cooperation.
Preferred Distribution	<p>A distribution on the preferred shares for an amount equal to the Preferred Interest Rate calculated over the aggregate amount paid up on those preferred shares, whereby:</p> <ol style="list-style-type: none">a. any amount paid up on those preferred shares (including as a result of an issue of preferred shares) during the financial year (or the relevant part thereof) in respect of which the distribution is made shall only be taken into account proportionate to the number of days that elapsed during that financial year (or the relevant part thereof) after the payment was made on those preferred shares;b. any reduction of the aggregate amount paid up on preferred shares during the financial year (or the relevant part thereof) in respect of which the distribution is made shall be taken into account proportionate to the number of days that elapsed during that financial year (or the relevant part thereof) until such reduction was effected; andc. if the distribution is made in respect of part of a financial year, the amount of the distribution shall be proportionate to the number of days that elapsed during that part of the financial year.

Preferred Interest Rate	The mathematical average, calculated over the financial year (or the relevant part thereof) in respect of which a distribution is made on preferred shares, of the relevant Euribor interest rate, plus a margin not exceeding five hundred basis points (500bps) to be determined by the Board each time when, or before, preferred shares are issued without preferred shares already forming part of the Company's issued share capital.
Record Date	The date of registration for a General Meeting as provided by the DCC.
Simple Majority	More than half of the votes cast.
Subsidiary	A subsidiary of the Company within the meaning of Section 2:24a DCC.

- 1.2 Unless the context requires otherwise, references to "shares" or "shareholders" without further specification are to shares in the Company's capital, irrespective of their class, or to the holders thereof, respectively.
- 1.3 References to statutory provisions are to those provisions as they are in force from time to time.
- 1.4 Terms that are defined in the singular have a corresponding meaning in the plural.
- 1.5 Except as otherwise required by law, the terms "written" and "in writing" include the use of electronic means of communication.

NAME AND SEAT

Article 2

- 2.1 The Company's name is **LAVA Therapeutics N.V.**
- 2.2 The Company has its corporate seat in Utrecht.

OBJECTS

Article 3

The Company's objects are:

- a. to, either individually or jointly or with other entities, engage in antibody therapy, immunotherapy and other therapies and the fight against cancer (cells), as well as the development of products, intellectual property, the acquiring thereof and to register patentable findings and the performing of medical, commercial and industrial activities in the widest sense of the word;
- b. to incorporate, to participate in, to finance, to hold any other interest in and to conduct the management or supervision of other entities, companies, partnerships and businesses;
- c. to acquire, to manage, to invest, to exploit, to encumber and to dispose of assets and liabilities;

- d. to furnish guarantees, to provide security, to warrant performance in any other way and to assume liability, whether jointly and severally or otherwise, in respect of obligations of Group Companies or other parties; and
- e. to do anything which, in the widest sense, is connected with or may be conducive to the objects described above.

SHARES - AUTHORISED SHARE CAPITAL AND DEPOSITORY RECEIPTS

Article 4

- 4.1 The Company's authorised share capital amounts to ten million eight hundred thousand euro (EUR 10,800,000).
- 4.2 The authorised share capital is divided into:
 - a. forty-five million (45,000,000) common shares; and
 - b. forty-five million (45,000,000) preferred shares,
each having a nominal value of twelve eurocents (EUR 0.12).
- 4.3 The Board may resolve that one or more shares are divided into such number of fractional shares as may be determined by the Board. Unless specified differently, the provisions of these articles of association concerning shares and shareholders apply mutatis mutandis to fractional shares and the holders thereof, respectively.
- 4.4 The Company may cooperate with the issue of depository receipts for shares in its capital.

SHARES - FORM AND SHARE REGISTER

Article 5

- 5.1 All shares are in registered form. The Company may issue share certificates for shares in registered form as may be approved by the Board. Each Director is authorised to sign any such share certificate on behalf of the Company.
- 5.2 Shares shall be numbered consecutively per class of shares, starting from 1.
- 5.3 The Board shall keep a register setting out the names and addresses of all shareholders and all holders of a usufruct or pledge in respect of shares. The register shall also set out any other particulars that must be included in the register pursuant to applicable law. Part of the register may be kept outside the Netherlands to comply with applicable local law or pursuant to stock exchange rules.
- 5.4 Shareholders, usufructuaries and pledgees shall provide the Board with the necessary particulars in a timely fashion. Any consequences of not, or incorrectly, notifying such particulars shall be borne by the party concerned.

5.5 All notifications may be sent to shareholders, usufructuaries and pledgees at their respective addresses as set out in the register.

SHARES - ISSUE

Article 6

- 6.1** The Company can only issue shares pursuant to a resolution of the General Meeting or of another body authorised by the General Meeting for this purpose for a specified period not exceeding five years. When granting such authorisation, the number of shares that may be issued must be specified. The authorisation may be extended, in each case for a period not exceeding five years. Unless stipulated differently when granting the authorisation, the authorisation cannot be revoked. For as long as and to the extent that another body has been authorised to resolve to issue shares, the General Meeting shall not have this authority.
- 6.2** In order for a resolution of the General Meeting on an issuance or an authorisation as referred to in Article 6.1 to be valid, a prior or simultaneous approval shall be required from each Class Meeting of shares whose rights are prejudiced by the issuance.
- 6.3** The preceding provisions of this Article 6 apply mutatis mutandis to the granting of rights to subscribe for shares, but do not apply in respect of issuing shares to a party exercising a previously acquired right to subscribe for shares.
- 6.4** The Company may not subscribe for shares in its own capital.

SHARES - PRE-EMPTION RIGHTS

Article 7

- 7.1** Subject to Article 7.2, upon an issue of common shares, each holder of common shares shall have a pre-emption right in proportion to the aggregate nominal value of his or her common shares. No pre-emption rights are attached to preferred shares.
- 7.2** Shareholders do not have pre-emption rights in respect of:
- a.** preferred shares;
 - b.** shares issued against non-cash contribution; or
 - c.** shares issued to employees of the Company or of a Group Company.
- 7.3** The Company shall announce an issue with pre-emption rights and the period during which those rights can be exercised in the State Gazette and in a daily newspaper with national distribution, unless the announcement is sent in writing to all shareholders at the addresses submitted by them.
- 7.4** Pre-emption rights may be exercised for a period of at least two weeks after the date of announcement in the State Gazette or after the announcement was sent to the shareholders.

- 7.5 Pre-emption rights may be limited or excluded by a resolution of the General Meeting or of the body authorised as referred to in Article 6.1, if that body was authorised by the General Meeting for this purpose for a specified period not exceeding five years. The authorisation may be extended, in each case for a period not exceeding five years. Unless stipulated differently when granting the authorisation, the authorisation cannot be revoked. For as long as and to the extent that another body has been authorised to resolve to limit or exclude pre-emption rights, the General Meeting shall not have this authority.
- 7.6 A resolution of the General Meeting to limit or exclude pre-emption rights, or to grant an authorisation as referred to in Article 7.5, shall require a majority of at least two thirds of the votes cast if less than half of the issued share capital is represented at the General Meeting.
- 7.7 The preceding provisions of this Article 7 apply mutatis mutandis to the granting of rights to subscribe for shares, but do not apply in respect of issuing shares to a party exercising a previously acquired right to subscribe for shares.

SHARES - PAYMENT

Article 8

- 8.1 Without prejudice to Section 2:80(2) DCC, the nominal value of a share and, if the share is subscribed for at a higher price, the difference between these amounts must be paid up upon subscription for that share. However, it may be stipulated that part of the nominal value of a preferred share, not exceeding three quarters thereof, need not be paid up until the Company has called for payment. The Company shall observe a reasonable notice period of at least one month with respect to any such call for payment.
- 8.2 Shares must be paid up in cash, except to the extent that payment by means of a contribution in another form has been agreed.
- 8.3 Payment in a currency other than the euro can only be made with the Company's consent. Where such a payment is made, the payment obligation is satisfied for the amount in euro for which the paid amount can be freely exchanged. Without prejudice to the last sentence of Section 2:80a(3) DCC, the date of the payment determines the exchange rate.

SHARES - FINANCIAL ASSISTANCE

Article 9

- 9.1 The Company may not provide security, give a price guarantee, warrant performance in any other way or commit itself jointly and severally or otherwise with or for others with a view to the subscription for or acquisition of shares or depository receipts for shares in its capital by others. This prohibition applies equally to Subsidiaries.

- 9.2** The Company and its Subsidiaries may not provide loans with a view to the subscription for or acquisition of shares or depository receipts for shares in the Company's capital by others, unless the Board resolves to do so and Section 2:98c DCC is observed.
- 9.3** The preceding provisions of this Article 9 do not apply if shares or depository receipts for shares are subscribed for or acquired by or for employees of the Company or of a Group Company.

SHARES - ACQUISITION OF OWN SHARES

Article 10

- 10.1** The acquisition by the Company of shares in its own capital which have not been fully paid up shall be null and void.
- 10.2** The Company may only acquire fully paid up shares in its own capital for no consideration or if and to the extent that the General Meeting has authorised the Board for this purpose and all other relevant statutory requirements of Section 2:98 DCC are observed.
- 10.3** An authorisation as referred to in Article 10.2 remains valid for no longer than eighteen months. When granting such authorisation, the General Meeting shall determine the number of shares that may be acquired, how they may be acquired and within which range the acquisition price must be. An authorisation shall not be required for the Company to acquire common shares in its own capital in order to transfer them to employees of the Company or of a Group Company pursuant to an arrangement applicable to them, provided that these common shares are included on the price list of a stock exchange.
- 10.4** Without prejudice to Articles 10.1 through 10.3, the Company may acquire shares in its own capital for cash consideration or for consideration satisfied in the form of assets. In the case of a consideration being satisfied in the form of assets, the value thereof, as determined by the Board, must be within the range stipulated by the General Meeting as referred to in Article 10.3.
- 10.5** The previous provisions of this Article 10 do not apply to shares acquired by the Company under universal title of succession.
- 10.6** In this Article 10, references to shares include depository receipts for shares.

SHARES - REDUCTION OF ISSUED SHARE CAPITAL

Article 11

- 11.1** The General Meeting can resolve to reduce the Company's issued share capital by cancelling shares or by reducing the nominal value of shares by virtue of an amendment to these articles of association. The resolution must designate the shares to which the resolution relates and it must provide for the implementation of the resolution.

- 11.2** A resolution to cancel shares can only relate to:
- a.** shares held by the Company itself or in respect of which the Company holds the depository receipts; and
 - b.** all preferred shares, with repayment of the amounts paid up in respect thereof and provided that, to the extent allowed under Articles 30.1 and 30.2, a distribution is made on those preferred shares, in proportion to the amounts paid up on those preferred shares, immediately prior to such cancellation becoming effective, for an aggregate amount of:
 - i.** the total of all Preferred Distributions (or parts thereof) in relation to financial years prior to the financial year in which the cancellation occurs, to the extent that these should have been distributed but have not yet been distributed as described in Article 32.1; and
 - ii.** the Preferred Distribution calculated in respect of the part of the financial year in which the cancellation occurs, for the number of days that have elapsed during such part of the financial year.
- 11.3** A resolution to reduce the Company's issued share capital, shall require a prior or simultaneous approval from each Class Meeting of shares whose rights are prejudiced. However, if such a resolution relates to preferred shares, such resolution shall always require the prior or simultaneous approval of the Class Meeting concerned.
- 11.4** A resolution of the General Meeting to reduce the Company's issued share capital shall require a majority of at least two thirds of the votes cast if less than half of the issued share capital is represented at the General Meeting. The previous sentence applies mutatis mutandis to a resolution as referred to in Article 11.3.

SHARES - ISSUE AND TRANSFER REQUIREMENTS

Article 12

- 12.1** Except as otherwise provided or allowed by Dutch law, the issue or transfer of a share shall require a deed to that effect and, in the case of a transfer and unless the Company itself is a party to the transaction, acknowledgement of the transfer by the Company.
- 12.2** The acknowledgement shall be set out in the deed or shall be made in such other manner as prescribed by law.
- 12.3** For as long as any common shares are admitted to trading on the New York Stock Exchange, the NASDAQ Stock Market or on any other regulated stock exchange operating in the United States of America, the laws of the State of New York shall apply to the property law aspects of the common shares reflected in the register administered by the relevant transfer agent, without prejudice to the applicable provisions of Chapters 4 and 5 of Title 10 of Book 10 DCC.

SHARES - USUFRUCT AND PLEDGE**Article 13**

- 13.1** Shares can be encumbered with a usufruct or pledge. The creation of a pledge on preferred shares shall require the prior approval of the Board.
- 13.2** The voting rights attached to a share which is subject to a usufruct or pledge vest in the shareholder concerned.
- 13.3** In deviation of Article 13.2:
- a.** the holder of a usufruct or pledge on common shares shall have the voting rights attached thereto if this was provided when the usufruct or pledge was created; and
 - b.** the holder of a usufruct or pledge on preferred shares shall have the voting rights attached thereto if this was provided when the usufruct or pledge was created and this was approved by the Board.
- 13.4** Usufructuaries and pledgees without voting rights shall not have Meeting Rights.

SHARES - TRANSFER RESTRICTIONS**Article 14**

- 14.1** A transfer of preferred shares shall require the prior approval of the Board. A shareholder wishing to transfer preferred shares must first request the Board to grant such approval. A transfer of common shares is not subject to transfer restrictions under these articles of association.
- 14.2** A transfer of the preferred shares to which the request for approval relates must take place within three months after the approval of the Board has been granted or is deemed to have been granted pursuant to Article 14.3.
- 14.3** The approval of the Board shall be deemed to have been granted:
- a.** if no resolution granting or denying the approval has been passed by the Board within three months after the Company has received the request for approval; or
 - b.** if the Board, when denying the approval, does not notify the requesting shareholder of the identity of one or more interested parties willing to purchase the relevant preferred shares.
- 14.4** If the Board denies the approval and notifies the requesting shareholder of the identity of one or more interested parties, the requesting shareholder shall notify the Board within two weeks after having received such notice whether:
- a.** he withdraws his or her request for approval, in which case the requesting shareholder cannot transfer the relevant preferred shares; or
 - b.** he accepts the interested party(ies), in which case the requesting shareholder shall promptly enter into negotiations with the interested party(ies) regarding the price to be paid for the relevant preferred shares.

If the requesting shareholder does not notify the Board of his or her choice in a timely fashion, he or she shall be deemed to have withdrawn his or her request for approval, in which case he or she cannot transfer the relevant preferred shares.

- 14.5** If an agreement is reached in the negotiations referred to in Article 14.4 paragraph b. within two weeks after the end of the period referred to in Article 14.4, the relevant preferred shares shall be transferred for the agreed price within three months after such agreement having been reached. If no agreement is reached in these negotiations in a timely fashion:
- a.** the requesting shareholder shall promptly notify the Board thereof; and
 - b.** the price to be paid for the relevant preferred shares shall be equal to the value thereof, as determined by one or more independent experts to be appointed by the requesting shareholder and the interested party(ies) by mutual agreement.
- 14.6** If no agreement is reached on the appointment of the independent expert(s) as referred to in Article 14.5 paragraph b. within two weeks after the end of the period referred to in Article 14.5:
- a.** the requesting shareholder shall promptly notify the Board thereof; and
 - b.** the requesting shareholder shall promptly request the president of the district court in whose district the Company has its corporate seat to appoint three independent experts to determine the value of the relevant preferred shares.
- 14.7** If and when the value of the relevant preferred shares has been determined by the independent expert(s), irrespective of whether he/she/they was/were appointed by mutual agreement or by the president of the relevant district court, the requesting shareholder shall promptly notify the Board of the value so determined. The Board shall then promptly inform the interested party(ies) of such value, following which the/each interested party may withdraw from the sale procedure by giving notice thereof to the Board within two weeks.
- 14.8** If any interested party withdraws from the sale procedure in accordance with Article 14.7, the Board:
- a.** shall promptly inform the requesting shareholder and the other interested party(ies), if any, thereof; and
 - b.** shall give the opportunity to the/each other interested party, if any, to declare to the Board and the requesting shareholder, within two weeks, his or her willingness to acquire the preferred shares having become available as a result of the withdrawal, for the price determined by the independent expert(s) (with the Board being entitled to determine the allocation of such preferred shares among any such willing interested party(ies) at its absolute discretion).
- 14.9** If it becomes apparent to the Board that all relevant preferred shares can be transferred to one or more interested parties for the price determined by the independent expert(s), the Board shall promptly notify the requesting shareholder and such interested party(ies) thereof. Within three months after sending such notice the relevant preferred shares shall be transferred.

- 14.10** If it becomes apparent to the Board that not all relevant preferred shares can be transferred to one or more interested parties for the price determined by the independent expert(s):
- a.** the Board shall promptly notify the requesting shareholder thereof; and
 - b.** the requesting shareholder shall be free to transfer all relevant preferred shares, provided that the transfer takes place within three months after having received the notice referred to in paragraph a.
- 14.11** The Company may only be an interested party under this Article 14 with the consent of the requesting shareholder.
- 14.12** All notices given pursuant to this Article 14 shall be provided in writing.
- 14.13** The preceding provisions of this Article 14 do not apply:
- a.** to the extent that a shareholder is under a statutory obligation to transfer preferred shares to a previous holder thereof;
 - b.** if it concerns a transfer in connection with an enforcement of a pledge pursuant to Section 3:248 DCC in conjunction with Section 3:250 or 3:251 DCC; or
 - c.** if it concerns a transfer to the Company, except in the case that the Company acts as an interested party pursuant to Article 14.11.
- 14.14** This Article 14 applies mutatis mutandis in case of a transfer of rights to subscribe for preferred shares.

BOARD - COMPOSITION

Article 15

- 15.1** The Company has a Board consisting of:
- a.** one or more Executive Directors, being primarily charged with the Company's day-to-day operations; and
 - b.** one or more Non-Executive Directors, being primarily charged with the supervision of the performance of the duties of the Directors.
- The Board shall be composed of individuals.
- 15.2** The Board shall determine the number of Executive Directors and the number of Non-Executive Directors.
- 15.3** The Board shall elect an Executive Director to be the CEO. The Board may dismiss the CEO, provided that the CEO so dismissed shall subsequently continue his or her term of office as an Executive Director without having the title of CEO.
- 15.4** The Board shall elect a Non-Executive Director to be the Chairman. The Board may dismiss the Chairman, provided that the Chairman so dismissed shall subsequently continue his or her term of office as a Non-Executive Director without having the title of Chairman.

- 15.5** If a Director is absent or incapacitated, he or she may be replaced temporarily by a person whom the Board has designated for that purpose and, until then, the other Director(s) shall be charged with the management of the Company. If all Directors are absent or incapacitated, the management of the Company shall be attributed to the person who most recently ceased to hold office as the Chairman. If such former Chairman is unwilling or unable to accept that position, the management of the Company shall be attributed to the person who most recently ceased to hold office as the CEO. If such former CEO is also unwilling or unable to accept that position, the management of the Company shall be attributed to one or more persons whom the General Meeting has designated for that purpose. The person(s) charged with the management of the Company in this manner, may designate one or more persons to be charged with the management of the Company instead of, or together with, such person(s).
- 15.6** A Director shall be considered to be unable to act within the meaning of Article 15.5:
- a.** during the existence of a vacancy on the Board, including as a result of:
 - i.** his death;
 - ii.** his dismissal by the General Meeting, other than at the proposal of the Board; or
 - iii.** his voluntary resignation before his or her term of office has expired;
 - iv.** not being reappointed by the General Meeting, notwithstanding a (binding) nomination to that effect by the Board, provided that the Board may always decide to decrease the number of Directors such that a vacancy no longer exists; or
 - b.** during his or her suspension;
 - c.** in a period during which the Company has not been able to contact him (including as a result of illness), provided that such period lasted longer than five consecutive days (or such other period as determined by the Board on the basis of the facts and circumstances at hand); or
 - d.** in connection with and during the deliberations and decision-making of the Board on matters in relation to which he or she has declared to have, or in relation to which the Board has established that he or she has, a conflict of interests as described in Article 18.7.

BOARD - APPOINTMENT, SUSPENSION AND DISMISSAL**Article 16**

- 16.1** The General Meeting shall appoint the Directors and may at any time suspend or dismiss any Director. In addition, the Board may at any time suspend an Executive Director.
- 16.2** The General Meeting can only appoint Directors upon a nomination by the Board. The General Meeting may at any time resolve to render such nomination to be non-binding by a majority of at least two thirds of the votes cast representing more than half of the issued share capital. If a nomination is rendered non-binding, a new nomination shall be made by the Board. If the nomination comprises one candidate for a vacancy, a resolution concerning the nomination shall result in the appointment of the candidate, unless the nomination is rendered non-binding. A second meeting as referred to in Section 2:120(3) DCC cannot be convened.
- 16.3** At a General Meeting, a resolution to appoint a Director can only be passed in respect of candidates whose names are stated for that purpose in the agenda of that General Meeting or the explanatory notes thereto.
- 16.4** Upon the appointment of a person as a Director, the General Meeting shall determine whether that person is appointed as Executive Director or as Non-Executive Director.
- 16.5** A resolution of the General Meeting to suspend or dismiss a Director shall require a majority of at least two thirds of the votes cast representing more than half of the issued share capital, unless the resolution is passed at the proposal of the Board. A second meeting as referred to in Section 2:120(3) DCC cannot be convened.
- 16.6** If a Director is suspended and the General Meeting does not resolve to dismiss him within three months from the date of such suspension, the suspension shall lapse.

BOARD - DUTIES AND ORGANISATION**Article 17**

- 17.1** The Board is charged with the management of the Company, subject to the restrictions contained in these articles of association. In performing their duties, Directors shall be guided by the interests of the Company and of the business connected with it.
- 17.2** The Board shall draw up Board Rules concerning its organisation, decision-making and other internal matters, with due observance of these articles of association. In performing their duties, the Directors shall act in compliance with the Board Rules.
- 17.3** The Directors may allocate their duties amongst themselves in or pursuant to the Board Rules or otherwise pursuant to resolutions adopted by the Board, provided that:
- a.** the Executive Directors shall be charged with the Company's day-to-day operations;
 - b.** the task of supervising the performance of the duties of the Directors cannot be taken away from the Non-Executive Directors;
 - c.** the Chairman must be a Non-Executive Director; and

- d. the making of proposals for the appointment of a Director and the determination of the compensation of the Executive Directors cannot be allocated to an Executive Director.
- 17.4 The Board may determine in writing, in or pursuant to the Board Rules or otherwise pursuant to resolutions adopted by the Board, that one or more Directors can validly pass resolutions in respect of matters which fall under his/her/their duties.
- 17.5 The Board shall establish the committees which the Company is required to have and otherwise such committees as are deemed to be appropriate by the Board. The Board shall draw up (and/or include in the Board Rules) rules concerning the organisation, decision-making and other internal matters of its committees.
- 17.6 The Board may perform the legal acts referred to in Section 2:94(1) DCC without the prior approval of the General Meeting.

BOARD - DECISION-MAKING

Article 18

- 18.1 Without prejudice to Article 18.5, each Director may cast one vote in the decision-making of the Board.
- 18.2 A Director can be represented by another Director holding a written proxy for the purpose of the deliberations and the decision-making of the Board.
- 18.3 Resolutions of the Board shall be passed, irrespective of whether this occurs at a meeting or otherwise, by Simple Majority unless the Board Rules provide differently.
- 18.4 Invalid votes, blank votes and abstentions shall not be counted as votes cast. Directors who casted an invalid or blank vote or who abstained from voting shall be taken into account when determining the number of Directors who are present or represented at a meeting of the Board.
- 18.5 Where there is a tie in any vote of the Board, the Chairman shall have a casting vote, provided that there are at least three Directors in office and subject to Article 18.7. Otherwise, the relevant resolution shall not have been passed.
- 18.6 The Executive Directors shall not participate in the decision-making concerning:
 - a. the determination of the compensation of Executive Directors; and
 - b. the instruction of an auditor to audit the annual accounts if the General Meeting has not granted such instruction.
- 18.7 A Director shall not participate in the deliberations and decision-making of the Board on a matter in relation to which he or she has a direct or indirect personal interest which conflicts with the interests of the Company and of the business connected with it. If, as a result thereof, no resolution can be passed by the Board, the resolution may nevertheless be passed by the Board as if none of the Directors has a conflict of interests as described in the previous sentence.

- 18.8** Meetings of the Board can be held through audio-communication facilities, unless a Director objects thereto.
- 18.9** Resolutions of the Board may, instead of at a meeting, be passed in writing, provided that all Directors are familiar with the resolution to be passed and none of them objects to this decision-making process. Articles 18.1 through 18.7 apply mutatis mutandis.
- 18.10** The approval of the General Meeting is required for resolutions of the Board concerning a material change to the identity or the character of the Company or the business, including in any event:
- a.** transferring the business or materially all of the business to a third party;
 - b.** entering into or terminating a long-lasting alliance of the Company or of a Subsidiary either with another entity or company, or as a fully liable partner of a limited partnership or general partnership, if this alliance or termination is of significant importance for the Company; and
 - c.** acquiring or disposing of an interest in the capital of a company by the Company or by a Subsidiary with a value of at least one third of the value of the assets, according to the balance sheet with explanatory notes or, if the Company prepares a consolidated balance sheet, according to the consolidated balance sheet with explanatory notes in the Company's most recently adopted annual accounts.
- 18.11** The absence of the approval of the General Meeting of a resolution as referred to in Article 18.10 shall result in the relevant resolution being null and void pursuant to Section 2:14(1) DCC but shall not affect the powers of representation of the Board or of the Directors.

BOARD - COMPENSATION

Article 19

- 19.1** The General Meeting shall determine the Company's policy concerning the compensation of the Board with due observance of the relevant statutory requirements.
- 19.2** The compensation of Directors shall be determined by the Board with due observance of the policy referred to in Article 19.1.
- 19.3** The Board shall submit proposals concerning compensation arrangements for the Board in the form of shares or rights to subscribe for shares to the General Meeting for approval. This proposal must at least include the number of shares or rights to subscribe for shares that may be awarded to the Board and which criteria apply for such awards or changes thereto. The absence of the approval of the General Meeting shall not affect the powers of representation.

BOARD - REPRESENTATION**Article 20**

- 20.1** The Board is entitled to represent the Company.
- 20.2** The power to represent the Company also vests in the CEO individually, as well as in any other two Executive Directors acting jointly.
- 20.3** The Company may also be represented by the holder of a power of attorney to that effect. If the Company grants a power of attorney to an individual, the Board may grant an appropriate title to such person.

INDEMNITY**Article 21**

- 21.1** The Company shall indemnify and hold harmless each of its Indemnified Officers against:
- a.** any financial losses or damages incurred by such Indemnified Officer; and
 - b.** any expense reasonably paid or incurred by such Indemnified Officer in connection with any threatened, pending or completed suit, claim, action or legal proceedings of a civil, criminal, administrative or other nature, formal or informal, in which he or she becomes involved,
- to the extent this relates to his or her current or former position with the Company and/or a Group Company and in each case to the extent permitted by applicable law.
- 21.2** No indemnification shall be given to an Indemnified Officer:
- a.** if a competent court or arbitral tribunal has established, without having (or no longer having) the possibility for appeal, that the acts or omissions of such Indemnified Officer that led to the financial losses, damages, expenses, suit, claim, action or legal proceedings as described in Article 21.1 are of an unlawful nature (including acts or omissions which are considered to constitute malice, gross negligence, intentional recklessness and/or serious culpability attributable to such Indemnified Officer);
 - b.** to the extent that his or her financial losses, damages and expenses are covered under insurance and the relevant insurer has settled, or has provided reimbursement for, these financial losses, damages and expenses (or has irrevocably undertaken to do so);
 - c.** in relation to proceedings brought by such Indemnified Officer against the Company, except for proceedings brought to enforce indemnification to which he or she is entitled pursuant to these articles of association, pursuant to an agreement between such Indemnified Officer and the Company which has been approved by the Board or pursuant to insurance taken out by the Company for the benefit of such Indemnified Officer; or

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

21.3 The Board may stipulate additional terms, conditions and restrictions in relation to the indemnification referred to in Article 21.1.

GENERAL MEETING - CONVENING AND HOLDING MEETINGS

Article 22

- 22.1 Annually, at least one General Meeting shall be held. This annual General Meeting shall be held within six months after the end of the Company's financial year.
- 22.2 A General Meeting shall also be held:
 - a. within three months after the Board has considered it to be likely that the Company's equity has decreased to an amount equal to or lower than half of its paid up and called up capital, in order to discuss the measures to be taken if so required; and
 - b. whenever the Board so decides.
- 22.3 General Meetings must be held in the place where the Company has its corporate seat or in Amsterdam, Arnhem, Assen, The Hague, Haarlem, 's-Hertogenbosch, Groningen, Leeuwarden, Lelystad, Maastricht, Middelburg, Rotterdam, Schiphol (Haarlemmermeer) or Zwolle.
- 22.4 If the Board has failed to ensure that a General Meeting as referred to in Articles 22.1 or 22.2 paragraph a. is held, each Person with Meeting Rights may be authorised by the court in preliminary relief proceedings to do so.
- 22.5 One or more Persons with Meeting Rights who collectively represent at least the part of the Company's issued share capital prescribed by law for this purpose may request the Board in writing to convene a General Meeting, setting out in detail the matters to be discussed. If the Board has not taken the steps necessary to ensure that the General Meeting could be held within the relevant statutory period after the request, the requesting Person(s) with Meeting Rights may be authorised, at his/her/their request, by the court in preliminary relief proceedings to convene a General Meeting.
- 22.6 Any matter of which the discussion has been requested in writing by one or more Persons with Meeting Rights who, individually or collectively, represent at least the part of the Company's issued share capital prescribed by law for this purpose shall be included in the convening notice or announced in the same manner, if the Company has received the substantiated request or a proposal for a resolution no later than on the sixtieth day prior to that of the General Meeting.

- 22.7** Persons with Meeting Rights who wish to exercise their rights as described in Articles 22.5 and 22.6 must first consult the Board. If the intended exercise of such rights might result in a change to the Company's strategy, including by dismissing one or more Directors, the Board must be given the opportunity to invoke a reasonable period to respond to such intention with due observance of the applicable provisions of Dutch law and the Dutch Corporate Governance Code. The Person(s) with Meeting Rights concerned must respect any such response period stipulated by the Board. This Article 22.7 does not prejudice any rights which the Company or the Board may have under Dutch law with regard to invoking a similar period or deliberation time.
- 22.8** A General Meeting must be convened with due observance of the relevant statutory minimum convening period.
- 22.9** All Persons with Meeting Rights must be convened for the General Meeting in accordance with applicable law. The shareholders may be convened for the General Meeting by means of convening letters sent to the addresses of those shareholders in accordance with Article 5.5. The previous sentence does not prejudice the possibility of sending a convening notice by electronic means in accordance with Section 2:113(4) DCC.

GENERAL MEETING - PROCEDURAL RULES

Article 23

23.1 The General Meeting shall be chaired by one of the following individuals, taking into account the following order of priority:

- a.** by the Chairman, if there is a Chairman and he or she is present at the General Meeting;
- b.** by the CEO, if there is a CEO and he or she is present at the General Meeting;
- c.** by another Director who is chosen by the Directors present at the General Meeting from their midst; or
- d.** by another person appointed by the General Meeting.

The person who should chair the General Meeting pursuant to paragraphs a. through d. may appoint another person to chair the General Meeting instead of him.

23.2 The chairman of the General Meeting shall appoint another person present at the General Meeting to act as secretary and to minute the proceedings at the General Meeting. The minutes of a General Meeting shall be adopted by the chairman of that General Meeting or by the Board. Where an official report of the proceedings is drawn up by a civil law notary, no minutes need to be prepared. Every Director may instruct a civil law notary to draw up such an official report at the Company's expense.

23.3 The chairman of the General Meeting shall decide on the admittance to the General Meeting of persons other than:

- a.** the persons who have Meeting Rights at that General Meeting, or their proxyholders; and

- b. those who have a statutory right to attend that General Meeting on other grounds.
- 23.4 The holder of a written proxy from a Person with Meeting Rights who is entitled to attend a General Meeting shall only be admitted to that General Meeting if the proxy is determined to be acceptable by the chairman of that General Meeting.
- 23.5 The Company may direct that any person, before being admitted to a General Meeting, identify himself by means of a valid passport or driver's license and/or should be submitted to such security arrangements as the Company may consider to be appropriate under the given circumstances. Persons who do not comply with these requirements may be refused entry to the General Meeting.
- 23.6 The chairman of the General Meeting has the right to eject any person from the General Meeting if he or she considers that person to disrupt the orderly proceedings at the General Meeting.
- 23.7 The General Meeting shall be conducted in the English language. The General Meeting may be conducted in another language, if so determined by the chairman of the General Meeting.
- 23.8 The chairman of the General Meeting may limit the amount of time that persons present at the General Meeting are allowed to take in addressing the General Meeting and the number of questions they are allowed to raise, with a view to safeguarding the orderly proceedings at the General Meeting. The chairman of the General Meeting may also adjourn the meeting if he or she considers that this shall safeguard the orderly proceedings at the General Meeting.

GENERAL MEETING - EXERCISE OF MEETING AND VOTING RIGHTS

Article 24

- 24.1 Each Person with Meeting Rights has the right to attend, address and, if applicable, vote at General Meetings, whether in person or represented by the holder of a written proxy. Holders of fractional shares together constituting the nominal value of a share of the relevant class shall exercise these rights collectively, whether through one of them or through the holder of a written proxy.
- 24.2 The Board may decide that each Person with Meeting Rights is entitled, whether in person or represented by the holder of a written proxy, to participate in, address and, if applicable, vote at the General Meeting by electronic means of communication. For the purpose of applying the preceding sentence it must be possible, by electronic means of communication, for the Person with Meeting Rights to be identified, to observe in real time the proceedings at the General Meeting and, if applicable, to vote. The Board may impose conditions on the use of the electronic means of communication, provided that these conditions are reasonable and necessary for the identification of the Person with Meeting Rights and the reliability and security of the communication. Such conditions must be announced in the convening notice.

- 24.3 The Board can also decide that votes cast through electronic means of communication or by means of a letter prior to the General Meeting are considered to be votes that are cast during the General Meeting. These votes shall not be cast prior to the Record Date.
- 24.4 For the purpose of Articles 24.1 through 24.3, those who have voting rights and/or Meeting Rights on the Record Date and are recorded as such in a register designated by the Board shall be considered to have those rights, irrespective of whoever is entitled to the shares or depository receipts at the time of the General Meeting. Unless Dutch law requires otherwise, the Board is free to determine, when convening a General Meeting, (i) whether the previous sentence applies and (ii) that the Record Date is applied with respect to shares of a specific class only.
- 24.5 Each Person with Meeting Rights must notify the Company in writing of his or her identity and his or her intention to attend the General Meeting. This notice must be received by the Company ultimately on the seventh day prior to the General Meeting, unless indicated otherwise when such General Meeting is convened. Persons with Meeting Rights that have not complied with this requirement may be refused entry to the General Meeting. When a General Meeting is convened the Board may stipulate not to apply the previous provisions of this Article 24.5 in respect of the exercise of Meeting Rights and/or voting rights attached to preferred shares at such General Meeting.

GENERAL MEETING - DECISION-MAKING

Article 25

- 25.1 Each share, irrespective of which class it concerns, shall give the right to cast one vote at the General Meeting. Fractional shares of a certain class, if any, collectively constituting the nominal value of a share of that class shall be considered to be equivalent to such share.
- 25.2 No vote can be cast at a General Meeting in respect of a share belonging to the Company or a Subsidiary or in respect of a share for which any of them holds the depository receipts. Usufructuaries and pledgees of shares belonging to the Company or its Subsidiaries are not, however, precluded from exercising their voting rights if the usufruct or pledge was created before the relevant share belonged to the Company or a Subsidiary. Neither the Company nor a Subsidiary can vote shares in respect of which it holds a usufruct or a pledge.
- 25.3 Unless a greater majority is required by law or by these articles of association, all resolutions of the General Meeting shall be passed by Simple Majority. If applicable law requires a greater majority for resolutions of the General Meeting and allows the articles of association to provide for a lower majority, those resolutions shall be passed with the lowest possible majority, except if these articles of association explicitly provide otherwise.
- 25.4 Subject to any provision of mandatory Dutch law and any higher quorum requirement stipulated by these articles of association, if the Company is subject to the requirement that the General Meeting can only pass resolutions if a certain part of the Company's issued share capital is present or represented at such General Meeting under applicable securities laws or listing rules, then such resolutions shall be subject to such quorum as specified by such securities laws or listing rules and a second meeting as referred to in Section 2:120(3) DCC cannot be convened.

- 25.5 Invalid votes, blank votes and abstentions shall not be counted as votes cast. Shares in respect of which an invalid or blank vote has been cast and shares in respect of which an abstention has been made shall be taken into account when determining the part of the issued share capital that is represented at a General Meeting.
- 25.6 Where there is a tie in any vote of the General Meeting, the relevant resolution shall not have been passed.
- 25.7 The chairman of the General Meeting shall decide on the method of voting and the voting procedure at the General Meeting.
- 25.8 The determination during the General Meeting made by the chairman of that General Meeting with regard to the results of a vote shall be decisive. If the accuracy of the chairman's determination is contested immediately after it has been made, a new vote shall take place if the majority of the General Meeting so requires or, where the original vote did not take place by response to a roll call or in writing, if any party with voting rights who is present so requires. The legal consequences of the original vote shall lapse as a result of the new vote.
- 25.9 The Board shall keep a record of the resolutions passed. The record shall be available at the Company's office for inspection by Persons with Meeting Rights. Each of them shall, upon request, be provided with a copy of or extract from the record, at no more than the cost price.
- 25.10 Shareholders may pass resolutions outside a meeting, unless the Company has cooperated with the issuance of depository receipts for shares in its capital. Such resolutions can only be passed by a unanimous vote of all shareholders with voting rights. The votes shall be cast in writing and may be cast through electronic means.
- 25.11 The Directors shall, in that capacity, have an advisory vote at the General Meetings.

GENERAL MEETING - SPECIAL RESOLUTIONS

Article 26

- 26.1 The following resolutions can only be passed by the General Meeting at the proposal of the Board:
- a. the issue of shares or the granting of rights to subscribe for shares;
 - b. the limitation or exclusion of pre-emption rights;
 - c. the designation or granting of an authorisation as referred to in Articles 6.1, 7.5 and 10.2, respectively;

- d. the reduction of the Company's issued share capital;
 - e. the making of a distribution on the common shares from the Company's profits or reserves;
 - f. the making of a distribution in the form of shares in the Company's capital or in the form of assets, instead of in cash;
 - g. the amendment of these articles of association;
 - h. the entering into of a merger or demerger;
 - i. the instruction of the Board to apply for the Company's bankruptcy; and
 - j. the Company's dissolution.
- 26.2 A matter which has been included in the convening notice or announced in the same manner by or at the request of one or more Persons with Meeting Rights pursuant to Articles 22.5 and/or 22.6 shall not be considered to have been proposed by the Board for purposes of Article 26.1, unless the Board has expressly indicated that it supports the discussion of such matter in the agenda of the General Meeting concerned or in the explanatory notes thereto.

CLASS MEETINGS

Article 27

- 27.1 A Class Meeting shall be held whenever a resolution of that Class Meeting is required by Dutch law or under these articles of association and otherwise whenever the Board so decides.
- 27.2 Without prejudice to Article 27.1, for Class Meetings of common shares, the provisions concerning the convening of, drawing up of the agenda for, holding of and decision-making by the General Meeting apply *mutatis mutandis*.
- 27.3 For Class Meetings of preferred shares, the following shall apply:
- a. Articles 22.3, 22.9, 23.3, 25.1, 25.2 through 25.10 apply *mutatis mutandis*;
 - b. a Class Meeting must be convened no later than on the eighth day prior to that of the meeting;
 - c. a Class Meeting shall appoint its own chairman; and
 - d. where the rules laid down by these articles of association in relation to the convening, location of or drawing up of the agenda for a Class Meeting have not been complied with, legally valid resolutions may still be passed by that Class Meeting by a unanimous vote at a meeting at which all shares of the relevant class are represented.

REPORTING - FINANCIAL YEAR, ANNUAL ACCOUNTS AND MANAGEMENT REPORT**Article 28**

- 28.1** The Company's financial year shall coincide with the calendar year.
- 28.2** Annually, within the relevant statutory period, the Board shall prepare the annual accounts and the management report and deposit them at the Company's office for inspection by the shareholders.
- 28.3** The annual accounts shall be signed by the Directors. If any of their signatures is missing, this shall be mentioned, stating the reasons.
- 28.4** The Company shall ensure that the annual accounts, the management report and the particulars to be added pursuant to Section 2:392(1) DCC shall be available at its offices as from the convening of the General Meeting at which they are to be discussed. The Persons with Meeting Rights are entitled to inspect such documents at that location and to obtain a copy at no cost.
- 28.5** The annual accounts shall be adopted by the General Meeting.

REPORTING - AUDIT**Article 29**

- 29.1** The General Meeting shall instruct an external auditor as referred to in Section 2:393 DCC to audit the annual accounts. Where the General Meeting fails to do so, the Board shall be authorised to do so.
- 29.2** The instruction may be revoked by the General Meeting and by the body that has granted the instruction. The instruction can only be revoked for well-founded reasons; a difference of opinion regarding the reporting or auditing methods shall not constitute such a reason.

DISTRIBUTIONS - GENERAL**Article 30**

- 30.1** A distribution can only be made to the extent that the Company's equity exceeds the amount of the paid up and called up part of its capital plus the reserves which must be maintained by law.
- 30.2** The Board may resolve to make interim distributions, provided that it appears from interim accounts to be prepared in accordance with Section 2:105(4) DCC that the requirement referred to in Article 30.1 has been met and, if it concerns an interim distribution of profits, taking into account the order of priority described in Article 32.1.
- 30.3** No entitlement to distributions is attached to preferred shares, other than as described in Articles 11.2, 32.1 and 33.3.

- 30.4** Distributions shall be made in proportion to the aggregate nominal value of the shares of the relevant class. In deviation of the previous sentence, distributions on preferred shares (or to the former holders of preferred shares) shall be made in proportion to the amounts paid up (or formerly paid up) on those preferred shares.
- 30.5** The parties entitled to a distribution shall be the relevant shareholders, usufructuaries and pledgees, as the case may be, at a date to be determined by the Board for that purpose. This date shall not be earlier than the date on which the distribution was announced.
- 30.6** The General Meeting may resolve, subject to Article 26, that all or part of a distribution, instead of being made in cash, shall be made in the form of shares in the Company's capital or in the form of the Company's assets.
- 30.7** A distribution shall be payable on such date and, if it concerns a distribution in cash, in such currency or currencies as determined by the Board. If it concerns a distribution in the form of the Company's assets, the Board shall determine the value attributed to such distribution for purposes of recording the distribution in the Company's accounts with due observance of applicable law (including the applicable accounting principles).
- 30.8** A claim for payment of a distribution shall lapse after five years have expired after the distribution became payable.
- 30.9** For the purpose of calculating the amount or allocation of any distribution, shares held by the Company in its own capital shall not be taken into account. No distribution shall be made to the Company in respect of shares held by it in its own capital.

DISTRIBUTIONS - RESERVES

Article 31

- 31.1** All reserves maintained by the Company shall be attached exclusively to the common shares, unless otherwise decided by the Board.
- 31.2** Subject to Article 26, the General Meeting is authorised to resolve to make a distribution from the Company's reserves.
- 31.3** Without prejudice to Articles 31.4 and 32.2, distributions from a reserve shall be made exclusively on the class of shares to which such reserve is attached.
- 31.4** The Board may resolve to charge amounts to be paid up on shares against the Company's reserves, irrespective of whether those shares are issued to existing shareholders.

DISTRIBUTIONS - PROFITS

Article 32

- 32.1** Subject to Article 30.1, the profits shown in the Company's annual accounts in respect of a financial year shall be appropriated as follows, and in the following order of priority:

- a. to the extent that any preferred shares have been cancelled without the distribution described in Article 11.2 paragraph b. having been paid in full and without any such deficit subsequently having been paid in full as described in this Article 32.1 or Article 32.2, an amount equal to any such (remaining) deficit shall be distributed to those who held those preferred shares at the moment of such cancellation becoming effective;
 - b. to the extent that any Preferred Distribution (or part thereof) in relation to previous financial years has not yet been paid in full as described in this Article 32.1 or Article 32.2, an amount equal to any such (remaining) deficit shall be distributed on the preferred shares;
 - c. the Preferred Distribution shall be distributed on the preferred shares in respect of the financial year to which the annual accounts pertain;
 - d. the Board shall determine which part of the remaining profits shall be added to the Company's reserves; and
 - e. subject Article 26, the remaining profits shall be at the disposal of the General Meeting for distribution on the common shares.
- 32.2 To the extent that the distributions described in Article 32.1 paragraphs a. through c. (or any part thereof) cannot be paid out of the profits shown in the annual accounts, any such deficit shall be distributed from the Company's reserves, subject to Articles 30.1 and 30.2.
- 32.3 Subject to Article 30.1, a distribution of profits shall be made after the adoption of the annual accounts that show that such distribution is allowed.

DISSOLUTION AND LIQUIDATION

Article 33

- 33.1 In the event of the Company being dissolved, the liquidation shall be effected by the Board, unless the General Meeting decides otherwise.
- 33.2 To the extent possible, these articles of association shall remain in effect during the liquidation.
- 33.3 To the extent that any assets remain after payment of all of the Company's debts, those assets shall be distributed as follows, and in the following order of priority:
- a. the amounts paid up on the preferred shares shall be repaid on such preferred shares;
 - b. to the extent that any preferred shares have been cancelled without the distribution described in Article 11.2 paragraph b. having been paid in full and without any such deficit subsequently having been paid in full as described in Articles 32.1 and 32.2, an amount equal to any such (remaining) deficit shall be distributed to those who held those preferred shares at the moment of such cancellation becoming effective;

- c. to the extent that any Preferred Distribution (or part thereof) in relation to financial years prior to the financial year in which the distribution referred to in paragraph a. occurs has not yet been paid in full as described in Articles 32.1 and 32.2, an amount equal to any such (remaining) deficit shall be distributed on the preferred shares;
 - d. the Preferred Distribution shall be paid on the preferred shares calculated in respect of the part of the financial year in which the distribution referred to in paragraph a. is made, for the number of days that have already elapsed during such part of the financial year; and
 - e. any remaining assets shall be distributed to the holders of common shares.
- 33.4** After the Company has ceased to exist, its books, records and other information carriers shall be kept for the period prescribed by law by the person designated for that purpose in the resolution of the General Meeting to dissolve the Company. Where the General Meeting has not designated such a person, the liquidators shall do so.

FEDERAL FORUM PROVISION

Article 34

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

BOARD RULES**LAVA THERAPEUTICS N.V.****INTRODUCTION****Article 1**

- 1.1 These rules govern the organisation, decision-making and other internal matters of the Board. In performing their duties, the Directors shall comply with these rules.
- 1.2 These rules shall be posted on the Website.

DEFINITIONS AND INTERPRETATION**Article 2**

- 2.1 In these rules the following definitions shall apply:

Article	An article of these rules.
Articles of Association	The Company's articles of association.
Audit Committee	The Company's audit committee.
Board	The Company's board of directors.
Board Meeting	A meeting of the Board.
CEO	The Company's chief executive officer.
Chairman	The chairman of the Board.
Committee	The Audit Committee, the Compensation Committee, the Nomination and Corporate Governance Committee and such other committee as the Board may establish from time to time.
Committee Charter	The charter of the relevant Committee.
Company	LAVA Therapeutics N.V.
Company Secretary	The Company's company secretary.
Compensation Committee	The Company's compensation committee.
Conflict of Interests	A direct or indirect personal interest which conflicts with the interests of the Company and of the business connected with it.
Director	A member of the Board.
Diversity Policy	The Company's diversity policy.

Executive Director	An executive Director.
External Auditor	The auditor or audit firm within the meaning of Section 2:393 of the Dutch Civil Code, engaged to audit the Company's annual accounts and annual report, or the Company's independent outside audit firm for purposes of U.S. laws and regulations (including applicable NASDAQ and/or SEC requirements), as the context may require.
Family Member	A Director's spouse, registered partner or other life companion, foster child or any relative or in-law up to the second degree.
General Meeting	The Company's general meeting.
NASDAQ	The NASDAQ Stock Market.
Nomination and Corporate Governance Committee	The Company's nomination and corporate governance committee.
Non-Executive Director	A non-executive Director.
Profile	The Company's profile for the size, composition and independence of the group of Non-Executive Directors.
SEC	The U.S. Securities and Exchange Commission.
Simple Majority	More than half of the votes cast.
Website	The Company's website.

2.2 References to statutory provisions are to those provisions as they are in force from time to time.

2.3 Terms that are defined in the singular have a corresponding meaning in the plural.

2.4 Except as otherwise required by law, the terms "written" and "in writing" include the use of electronic means of communication.

COMPOSITION

Article 3

3.1 The Board consists of one (1) Executive Director and up to seven (7) Non-Executive Directors.

3.2 The size, composition and independence of the Board shall be determined taking into consideration the provisions of the Diversity Policy and the Profile.

3.3 The Directors shall be appointed, suspended and dismissed in accordance with the Articles of Association and applicable law.

- 3.4** A person may be appointed as Director for a term of up to three years, with due observance of the applicable rules and best practice recommendations relating to tenure of Directors.
- 3.5** The Board shall elect an Executive Director to be the CEO. The Board may dismiss the CEO, provided that the CEO so dismissed shall subsequently continue his or her term of office as an Executive Director without having the title of CEO.
- 3.6** The Board shall elect a Non-Executive Director to be the Chairman. The Board may dismiss the Chairman, provided that the Non-Executive Director so dismissed shall subsequently continue his or her term of office as a Non-Executive Director without having the title of Chairman.
- 3.7** A Director shall retire in the event of inadequate performance, structural incompatibility of interests, and in other instances where early retirement of the Director is considered necessary by the Board.
- 3.8** The Board shall ensure that:
- a.** the Company has a sound plan in place for the succession of Directors which is aimed at retaining the appropriate balance in the requisite expertise, experience and diversity on the Board; and
 - b.** a retirement schedule is prepared in order to avoid, as much as possible and practicable, Non-Executive Directors retiring simultaneously.
- 3.9** The acceptance by an Executive Director of a position as supervisory director or non-executive director with another company or entity shall be subject to the approval of the Board. An Executive Director shall notify the Board in advance of any other position he or she wishes to pursue.

DUTIES AND ORGANISATION

Article 4

- 4.1** The Board is charged with the management of the Company, subject to the restrictions contained in the Articles of Association, with the Executive Director being primarily charged with the Company's day-to-day operations and the Non-Executive Directors being primarily charged with the supervision of the performance of the duties of the Directors. In performing their duties, Directors shall be guided by the interests of the Company and of the business connected with it.
- 4.2** The Board may obtain information from officers and external advisers of the Company in order to perform their duties, and the Company shall facilitate this.
- 4.3** All Directors shall follow an induction programme geared to their role, covering general financial, social and legal affairs, financial reporting by the Company, specific aspects that are unique to the Company and its business, the Company's corporate culture, the Company's relationship with employees and the responsibilities of a Director under applicable law.

- 4.4** The Executive Director shall ensure that internal procedures are established and maintained which safeguard that relevant information is or becomes known to the Board in a timely fashion.
- 4.5** At least annually, the Board shall evaluate - outside the presence of the Executive Director - the functioning of the Board, the Committees and the functioning of the individual Directors, shall discuss the conclusions of such evaluations, and shall identify aspects where the Directors require further training or education. Each Non-Executive Director may require that views expressed during such evaluation shall be anonymized. When performing the annual evaluation, the Non-Executive Directors shall at least consider:
- a. the mutual interaction among the Board;
 - b. lessons learned from recent events; and
 - c. the desired profile, composition, competency and expertise of the Board.

CHAIRMAN AND COMPANY SECRETARY

Article 5

- 5.1** The Chairman, in regular consultation with the CEO, shall ensure that:
- a. the Non-Executive Directors have proper contact with the Executive Director, the Company's employee representatives (if any) and the General Meeting;
 - b. there is sufficient time for deliberation and decision-making by the Board;
 - c. the Directors receive all information that is necessary for the proper performance of their duties in a timely fashion;
 - d. the Board and the Committees have a balanced composition and function properly;
 - e. the functioning of individual Directors is reviewed at least annually;
 - f. the Directors follow their induction programme, as well as their education or training programme (if and when relevant);
 - g. the Executive Director performs activities in respect of corporate culture;
 - h. the Board is responsive to signs of misconduct or irregularities from the Company's business and ensures that any material misconduct and irregularities, or suspicions thereof, are reported to the Board without delay;
 - i. the General Meeting proceeds in an orderly and efficient manner;
 - j. effective communication with the Company's shareholders is assured; and
 - k. the Non-Executive Directors shall be involved closely, and at an early stage, in any merger or takeover process involving the Company.

- 5.2 The Chairman shall act on behalf of the Board as the primary contact for Directors and shareholders regarding the functioning of Directors.
- 5.3 If the Chairman is not a member of one or more Committees, he or she shall have the right to attend all meetings of such Committee(s) as an observer without voting rights.
- 5.4 The Board may be supported by a Company Secretary. The Company Secretary may be appointed and dismissed by the Board.

DECISION-MAKING

Article 6

- 6.1 The Board shall meet as often as any Director deems necessary or appropriate.
- 6.2 Directors are expected to attend Board Meetings and the meetings of the Committees of which they are members. If a Director is frequently absent at such meetings, he or she shall be held accountable by the Board.
- 6.3 A Board Meeting may be convened by, or at the request of, any Director by means of a written notice sent to all Directors. Notice of a Board Meeting shall include the date, time, place and agenda for that Board Meeting. Board Meetings can be held through audio-communication facilities.
- 6.4 All Directors shall be given reasonable notice of at least five days for all Board Meetings, unless a shorter notice is required to avoid a delay which could reasonably be expected to have an adverse effect on the Company and/or the business connected with it.
- 6.5 If a Board Meeting has not been duly convened, resolutions may nevertheless be passed at that Board Meeting if all Directors not present or represented at that Board Meeting have waived compliance with the convening formalities in writing.
- 6.6 All Board Meetings shall be chaired by the Chairman or, in his or her absence, by another Director designated by the Directors present at the relevant Board Meeting. The chairman of the Board Meeting shall appoint a secretary to prepare the minutes of the proceedings at such Board Meeting. The secretary does not necessarily need to be a Director.
- 6.7 Minutes of the proceedings at a Board Meeting shall be sufficient evidence thereof and of the observance (or waiver) of all necessary formalities, provided that such minutes are certified by a Director.
- 6.8 Without prejudice to Article 6.11, each Director may cast one vote in the decision-making of the Board. Invalid votes, blank votes and abstentions shall not be counted as votes cast.
- 6.9 A Director can be represented by another Director holding a written proxy for the purpose of the deliberations and the decision-making of the Board.
- 6.10 Resolutions of the Board shall be passed, irrespective of whether this occurs at a Board Meeting or otherwise, by Simple Majority, unless these rules provide differently.

- 6.11** Where there is a tie in any vote of the Board, the Chairman shall have a casting vote, provided that there are at least three Directors in office and subject to Article 7.3. Otherwise, the relevant resolution shall not have been passed.
- 6.12** Resolutions of the Board may, instead of at a Board Meeting, be passed in writing, provided that all Directors are familiar with the resolution to be passed and none of them objects to this decision-making process. Articles 6.8 through 6.11 apply *mutatis mutandis*.
- 6.13** Each Director, group of Directors, or Committee can validly pass resolutions in respect of matters which fall under the tasks and duties allocated to such Director, group of Directors, or Committee, respectively, pursuant to these rules or a Committee Charter.
- 6.14** The Board may require that officers and external advisers of the Company attend Board Meetings. In particular, the Board shall request the External Auditor to attend the Board Meeting where the External Auditor's audit report regarding the Company's financial statements is discussed.

CONFLICT OF INTERESTS

Article 7

- 7.1** A Director shall promptly report any actual or potential Conflict of Interests in a transaction that is of material significance to the Company and/or such Director to the other Directors, providing all relevant information relating to such transaction, including the involvement of any Family Member.
- 7.2** The determination whether a Director has a Conflict of Interests shall primarily be the responsibility of that Director. However, in case of debate, that determination shall be made by the Board without the Director concerned being present.
- 7.3** A Director shall not participate in the deliberations and decision-making of the Board on a matter in relation to which he or she has a Conflict of Interests. If, as a result thereof, no resolution can be passed by the Board, the resolution may nevertheless be passed by the Board as if none of the Directors has a Conflict of Interests.
- 7.4** Transactions in respect of which a Director has a Conflict of Interests shall be agreed on arms' length terms. Any such transactions where the Conflict of Interests is of material significance to the Company and/or to the Director concerned shall be subject to the approval of the Board.
- 7.5** In order to avoid potential Conflicts of Interests, or the appearance thereof, Directors shall not:
- a.** enter into competition with the Company;
 - b.** demand or accept substantial gifts from the Company for themselves or for their respective Family Members;
 - c.** provide unjustified advantages to third parties to the detriment of the Company;

- d. take advantage of business opportunities to which the Company would be entitled for themselves or for their respective Family Members.
- 7.6 The Company shall not grant its Directors or their respective Family Members any personal loans, guarantees or similar financial arrangements.

OWNERSHIP OF AND TRADING IN FINANCIAL INSTRUMENTS

Article 8

- 8.1 The Directors shall be subject to the Company's insider trading policy. In addition, each Director shall require approval from the Board when trading in shares or other financial instruments issued by another listed company which the Board has determined to be a direct competitor of the Company. In addition, each Director shall exert an appropriate level of care when trading in shares or other financial instruments issued by another listed company, if this could reasonably create the appearance of such Director violating applicable insider trading and/or market manipulation prohibitions.
- 8.2 Any common shares in the Company's capital held by a Non-Executive Director are expected to be long-term investments.

COMMITTEES

Article 9

- 9.1 Each Committee shall be subject to this Article 9 and its respective Committee Charter.
- 9.2 Unless the relevant Committee Charter provides differently, Article 6 applies mutatis mutandis to the decision-making of each Committee, provided that references to the Chairman should be interpreted as being references to the chairman of the relevant Committee.
- 9.3 The Board shall regularly review and discuss the reports received from the respective Committees.

AMENDMENTS AND DEVIATIONS

Article 10

Pursuant to a resolution to that effect, the Board may amend or supplement these rules and allow temporary deviations from these rules, subject to ongoing compliance with applicable law and stock exchange requirements.

GOVERNING LAW AND JURISDICTION**Article 11**

These rules shall be governed by and shall be construed in accordance with the laws of the Netherlands. Any dispute arising in connection with these rules shall be submitted to the exclusive jurisdiction of the competent court in Amsterdam, the Netherlands.

EXECUTION COPY

**AMENDED AND RESTATED
SHAREHOLDERS AGREEMENT**

BETWEEN

- (1) Vesuvius Holding B.V.
- (2) Mr Erik van den Berg
- (3) Coöperatieve Gilde Healthcare IV U.A.
- (4) Versant Venture Capital VI L.P.
- (5) Versant Vantage I, L.P.
- (6) MRL Ventures Fund, LLC
- (7) Novo Holdings A/S
- (8) Sanofi Foreign Participations B.V.
- (9) Ysios BioFund III FCRE
- (10) BB Pureos Bioventures, LP
- (11) Redmile Biopharma Investments II L.P.
- (12) Stichting Administratiekantoor LAVA Therapeutics and
- (13) LAVA Therapeutics B.V.

DATED 15 SEPTEMBER 2020

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THE UNDERSIGNED

- (1) **Vesuvius Holding B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands, having its seat (*statutaire zetel*) in 's Hertogenbosch, the Netherlands, its principal place of business at Onderwijsboulevard 225, 5223 DE 's-Hertogenbosch, the Netherlands and registered under number 70331635 with the Trade Register (Vesuvius);
 - (2) **Mr Erik van den Berg**, a private individual residing at Bosscheweg 61, 5261 AC Vught, the Netherlands;
 - (3) **Coöperatieve Gilde Healthcare IV U.A.**, a cooperative (*coöperatie*), incorporated under the laws of the Netherlands, having its seat (*statutaire zetel*) in Utrecht, the Netherlands and its principal place of business at Newtonlaan 91, 3584BP Utrecht, the Netherlands and registered under number 65542215 with the Trade Register (**Gilde**);
 - (4) **Versant Venture Capital VI, L.P.**, a limited partnership registered in Delaware, United States of America, with place of business at One Sansome Street, Suite 3630, San Francisco, CA 94104, United States of America, registered under the Delaware file number 6203280 (**Versant**);
 - (5) **Versant Vantage I, L.P.**, a limited partnership registered in Delaware, United States of America, with place of business at One Sansome Street, Suite 3630, San Francisco, CA 94104, United States of America, registered under the Delaware file number 7277602 (**Versant I** and together with Versant VI to be referred to as **Versant**);
 - (6) **MRL Ventures Fund, LLC**, a limited liability company, registered in the State of Delaware, United States of America, with place of business at 320 Bent Street, Cambridge, Massachusetts 02141, United States of America, registered under the Delaware file number 5778417(**MRLV**);
 - (7) **Novo Holdings A/S**, an Aktieselskab under the laws of Denmark (registration number 24 25 76 30), having its registered office at Tuborg Havnevej 19, DK 2900, Hellerup, Denmark (**Novo**);
 - (8) **Sanofi Foreign Participations B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands, having its seat (*statutaire zetel*) in Amsterdam, the Netherlands, its principal place of business at Paasheувelweg 25, 1105BP Amsterdam, the Netherlands and registered under number 33302572 with the Trade Register (**Sanofi**);
 - (9) **Ysios BioFund III FCRE**, a European venture capital fund incorporated under the laws of Spain, having its seat (*statutaire zetel*) in San Sebastián, Spain, its principal place of business at Avenida de la Libertad, 25 4ª-a-b, 20004, San Sebastián, Spain and registered under number 13 at CNMV's registry of private equity and venture capital funds (**Ysios**);
 - (10) **BB Pureos Bioventures, LP**, a Guernsey limited partnership, having its registered office located at Trafalgar Court, Les Banques, St. Peter Port, Guernsey GY1 3QL, Channel Islands, registered under number 2928, represented by its general partner BB Pureos Bioventures GP (Guernsey) Limited, a limited liability company established under Guernsey law, having its registered office located at Trafalgar Court, Les Banques, St. Peter Port, Guernsey GY1 3QL, Channel Islands, registered under number 64064 (**Pureos**);
 - (11) **Redmile Biopharma Investments II, L.P.**, a limited partnership registered in Delaware, United States of America, with place of business at 251 Little Falls Drive, Wilmington 19808 United States of America, registered under the Delaware file number 7081647 (**Redmile**);
 - (12) **Stichting Administratiekantoor LAVA Therapeutics**, a foundation (*stichting*) incorporated under the laws of the Netherlands, having its seat (*statutaire zetel*) in 's Hertogenbosch, the Netherlands, its principal place of business at Onderwijsboulevard 225, 5223 DE 's-Hertogenbosch, the Netherlands and registered under number 68906021 with the Trade Register;
- and
- (13) **LAVA Therapeutics B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands, having its seat (*statutaire zetel*) in 's Hertogenbosch, the Netherlands, its principal place of business at Yalelaan 60, 3584 CM Utrecht, the Netherlands and registered under number 65335740 with the Trade Register (the **Company**).

All parties to this Agreement are together referred to as the **Parties** and each individually also as a **Party**. The parties mentioned under (1) through (13) are hereinafter collectively referred to as the **Shareholders**.

WHEREAS

- (A) On the date hereof, the Parties entered into the Investment Agreement.
- (B) The Company was incorporated on 15 February 2016 and is engaged in the Business;
- (C) The Shareholders and the Company wish to have their mutual relations, their respective rights and obligations in respect of (their shareholdings in) the Company and the conduct of the Business governed by the provisions of this amended and restated shareholders agreement (the Agreement) and the Articles of Association.

IT IS AGREED AS FOLLOWS

1. Definitions and interpretation

1.1 Definitions

In this Agreement the following terms shall, unless the context otherwise requires, have the following meanings:

Affiliate	means any subsidiary and any other person directly or indirectly controlling, controlled by, or under direct or indirect common control with, such person;
Agreement	means this amended and restated shareholders' agreement as amended from time to time;
Anti-Corruption Laws	has the meaning ascribed thereto in Clause 19.1;
Anti-Dilution Shares	has the meaning ascribed thereto in Clause 10.1;
Articles of Association	means the articles of association of the Company amended on the date hereof as attached hereto as <u>Exhibit 2 Articles of Association</u> and as may be amended from time to time;
Budget	means at any time, the then effective financial year operating and capital budget for the Company prepared, approved or amended in the manner contemplated by Clause 4.4, and for the financial year 2020 attached hereto as <u>Exhibit 5 Business Plan and Budget</u> ;
Business	means the research and developing immune modulating therapeutics for the treatment of a number of different indications including, but not limited to, bi-specific GDT cell nanobodies;
Business Plan	means the business plan for the Company and its Subsidiaries approved or amended in the manner contemplated by Clause 4.4, and for the financial year 2020 attached hereto as <u>Exhibit 5 Business Plan and Budget</u> ;
Business Day	means a day other than a Saturday or Sunday on which banks are open for commercial business in the Netherlands, Denmark and France;
CFIUS	means the Committee on Foreign Investment in the United States, or any member agency thereof acting in such capacity;

CFIUS Filing Requirement	has the meaning ascribed thereto in the Investment Agreement;
CFIUS Satisfied Condition	has the meaning ascribed thereto in the Investment Agreement;
Clause	means a clause of this Agreement;
Company	has the meaning ascribed thereto above;
Conflict of Interest	means a direct or indirect personal conflict of interest within the meaning of article 2:239 paragraph 6 DCC (<i>direct of indirect persoonlijk tegenstrijdig belang</i>);
(to) Control	means in relation to a Person, any other Person in which it directly or indirectly holds or controls either (i) a majority of the voting rights that can be exercised at a general meeting (or comparable governing body) of the other Person, (ii) the right to appoint or remove managing directors that can exercise a majority of the voting rights at meetings of the management board (or comparable governing body) of the other Person, or (iii) a majority of the issued shares (or comparable financial participation) in the capital of the other Person;
Conversion Date	has the meaning ascribed thereto in Clause 8.8;
Conversion	has the meaning ascribed thereto in Clause 8.7;
Conversion Request	has the meaning ascribed thereto in Clause 8.7;
Covered Transaction	has the meaning ascribed thereto in Clause 21.1;
DCC	means the Dutch Civil Code (<i>Burgerlijk Wetboek</i>);
Deed of Adherence	means the deed of adherence set out in Exhibit 7 Deed of Adherence;
Deemed Liquidation Event	has the meaning ascribed thereto in Clause 8.1;
Defaulting Series C Investor	has the meaning ascribed thereto in the Investment Agreement;
DPA	means Section 721 of the Defense Production Act of 1950, as amended (50 U.S.C. § 4565), and all rules and regulations thereunder, including as codified at 31 C.F.R. Part 800 and Part 801;
Drag Event	has the meaning ascribed thereto in Clause 11.14;
Effective Date	has the meaning ascribed thereto in Clause 2;
ESG Code	has the meaning ascribed thereto in Clause 20.1;
ESG Director	has the meaning ascribed thereto in Clause 20.1;

ESOP	means the Dutch Employee Stock Option Plan adopted by the Company on 20 July 2017 and amended on 31 January 2018 pursuant to which employees, directors and supervisory directors of the Company may receive an option right to purchase depository receipts (<i>certificaten van aandelen</i>) which are to be issued by the STAK and the US Employee Stock Option Plan adopted by the Subsidiary and the Company on 28 January 2020;
Exempted Issuance	has the meaning ascribed thereto in Clause 9.1;
Exhibit	means an exhibit to this Agreement;
Existing Investors	means Gilde, Versant and MRLV;
First Tranche Closing	has the meaning ascribed thereto in the Investment Agreement;
First Tranche Closing Date	has the meaning ascribed thereto in the Investment Agreement;
First Tranche Deed of Issue	has the meaning ascribed thereto in the Investment Agreement;
First Tranche Series C Subscription Price	means the subscription price per Series C Share issued at the First Tranche Closing of EUR 1,019.67;
General Meeting	means the general meeting of shareholders (<i>algemene vergadering van aandeelhouders</i>) of the Company;
Guest	has the meaning ascribed thereto in Clause 5.8;
Independent Supervisory Director	has the meaning ascribed thereto in Clause 5.2(b);
Indirect Shareholders	means Biox Biosciences B.V., Lupus Ventures B.V. and E. Van den Berg Holding B.V.;
Initial Consideration	has the meaning ascribed thereto in Clause 8.3;
Interested Purchaser	has the meaning ascribed thereto in Clause 11.2;
Investors	means the Existing Investors and the New Investors jointly;
IPO	means an underwritten initial public offering (including a Qualified IPO) of all or any portion of the shares of any kind of the Company on (a) NASDAQ (National Association of Securities Dealers Automated Quotation) or NYSE (New York Stock Exchange) or (b) another stock exchange qualifying as a market in financial instruments or, as the case may be, as a regulated market within the meaning of Directive 2004/39/EC of the European Parliament and of the Council of 21 April 2004 on markets in financial instruments;
Investment Agreement	means the investment agreement entered into by each of the Shareholders and the Company on or about the date hereof setting out the terms and conditions pursuant to which the Series C Shareholders will invest in the Company in exchange for the issue of Series C Shares;
Key Management	has the meaning ascribed thereto in the Investment Agreement;
Liquidation Preference	has the meaning ascribed thereto in Clause 8.1(h);
Management Board	means the management board (<i>bestuur</i>) of the Company;
Managing Director	means a statutory director on the Management Board;

New Investors	means Redmile, Novo, Sanofi, Ysios and Pureos jointly;
New Securities	means, collectively, equity securities of the Company, whether or not currently authorized, as well as rights, options, or warrants to purchase such equity securities, or securities of any type whatsoever that are, or may become, convertible or exchangeable into or exercisable for such equity securities;
Non-U.S. Shareholder	has the meaning ascribed thereto in Clause 21.1;
Notary	means a (deputy) civil-law notary with its office in the Netherlands;
Notice	has the meaning ascribed thereto in Clause 11.2;
Observer	has the meaning ascribed thereto in Clause 5.7;
Offer	has the meaning ascribed thereto in Clause 9.1;
Offering Shareholder	has the meaning ascribed thereto in Clause 11.2;
Ordinary Shares	means at any time the ordinary shares in the share capital of the Company with a nominal value of EUR 0.01 each;
Participating Shareholder	has the meaning ascribed thereto in Clause 11.13;
Party or Parties	has the meaning ascribed thereto above;
Permitted Transferee	has the meaning ascribed thereto in Clause 11.18;
Person	means an individual, corporation, company, firm, partnership, joint venture, association, trust, unincorporated organization, limited liability company or any other entity;
Preferred Shareholder	means a Shareholder holding Preferred Shares in the share capital of the Company from time to time;
Preferred Shares	means the Series A Shares, the Series B Shares and the Series C Shares jointly;
Primary Notice	means the written notice from a Preferred Shareholder notifying the Offering Shareholder that such Preferred Shareholder intends to exercise its Right of First Refusal as to some or all of the Transfer Shares with respect to a Proposed Transfer, on the terms and conditions specified in the Notice;
Proposed Transfer	means any assignment, sale, offer to sell, pledge, mortgage, hypothecation, encumbrance, disposition of or any other like transfer or encumbering of any Transfer Share (or any interest therein) proposed by any of the Shareholders;
Qualified Board Majority	means a majority vote of four (4) out of six (6) Series C Supervisory Directors cast in a Supervisory Board meeting, including the vote of at least (i) two (2) Series C Supervisory Directors appointed on the basis of a nomination by the New Investors and (ii) two (2) Series C Supervisory Directors appointed on the basis of a nomination by the Existing Investors;
Qualified IPO	has the meaning ascribed thereto in Clause 8.10;

Qualified Preferred Majority	means the majority vote of (i) at least seventy percent (70%) of the then-outstanding Preferred Shares and (ii) the Series C Majority;
Recipient's Business	has the meaning ascribed thereto in Clause 13.6;
Remaining Transfer Shares	has the meaning ascribed thereto in Clause 11.5;
Representatives	has the meaning ascribed thereto in Clause 19.1;
Reserved matters	has the meaning ascribed thereto in Clause 4.5;
Right of First Refusal	means the right, but not an obligation, of each Preferred Shareholder (other than the Offering Shareholder) to purchase all or any portion of the Transfer Shares with respect to a Proposed Transfer, on the terms and conditions specified in the Notice;
Second and Third Tranche	means the subscription price per Series C Share issued at the Series C Subscription Price Second Tranche Closing or the Third Tranche Closing, as the case may be, of EUR 1,152.23;
Secondary Notice	means the written notice from a Secondary Transferee notifying the Preferred Shareholders and the Offering Shareholder that such Secondary Transferee intends to exercise its Secondary Refusal Right as to some or any portion of the remainder of any Transfer Shares not purchased pursuant to the Right of First Refusal, on the terms and conditions specified in the Notice;
Secondary Notice Period	has the meaning ascribed thereto in Clause 11.5;
Secondary Transferees	has the meaning ascribed thereto in Clause 11.4;
Secondary Refusal Right	means the right, but not an obligation, of each Secondary Transferee to purchase some or all of the Transfer Shares not purchased pursuant to the Right of First Refusal, on the terms and conditions specified in the Notice;
Second Tranche Closing	has the meaning ascribed thereto in the Investment Agreement;
Securities Act	means the U.S. Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder;
Series A Majority	means a majority vote of the Shareholders holding the outstanding Series A Shares;
Series A Preferred Dividend	has the meaning ascribed thereto in Clause 8.6;
Series A Shareholder	means a Shareholder holding Series A Shares in the share capital of the Company from time to time;
Series A Shares	means the issued and outstanding series A convertible preferred shares, having a nominal value of EUR 0.01 each in the share capital of the Company with voting rights and bearing the Series A Preferred Dividend;
Series A Subscription Price	means the subscription price per Series A Share of EUR 134.03;
Series B Majority	means a majority vote of the Investors holding the outstanding Series B Shares;

Series B Shareholder	means a Shareholder holding Series B Shares in the share capital of the Company from time to time;
Series B Shares	means the issued and outstanding series B convertible preferred shares, having a nominal value of EUR 0.01 each in the share capital of the Company with voting rights and bearing the Series B Preferred Dividend;
Series B Shares Preferred Dividend	has the meaning ascribed thereto in Clause 8.5;
Series B Subscription Price	means the subscription price per Series B Share of EUR 906.78;
Series C Majority	means a majority vote of the Investors holding 2/3 rd (two third) of the then outstanding and called Series C Shares (i.e. excluding Series C Shares issued pursuant to Clauses 4.1.2 and 5.1.2 of the Investment Agreement until the Second Tranche Closing or the Third Tranche Closing (both as defined in the Investment Agreement) respectively having occurred in accordance with the terms and conditions of the Investment Agreement);
Series C Shareholder	means a Shareholder holding Series C Shares in the share capital of the Company from time to time;
Series C Shares	means the issued and outstanding series C convertible preferred shares, having a nominal value of EUR 0.01 each in the share capital of the Company with voting rights and bearing the Series C Shares Preferred Dividend;
Series C Shares Preferred Dividend	has the meaning ascribed thereto in Clause 8.4;
Series C Subscription Price	means the First Tranche Series C Subscription Price or the Second and Third Tranche Series C Subscription Price, as the case may be;
Series C Supervisory Directors	has the meaning ascribed thereto in Clause 5.2(a);
Shareholders	has the meaning ascribed thereto in the introduction of this Agreement, as well as any new shareholder which has executed a Deed of Adherence;
Shares	means the Ordinary Shares, the Series A Shares, the Series B Shares and the Series C Shares jointly;
Specified Price	has the meaning ascribed thereto in Clause 11.2;
STAK	means Stichting Administratiekantoor LAVA Therapeutics, registered with the Trade Register under number 68906021;
Subsidiaries	means any subsidiary the Company may have from time to time;
Supervisory Board	means the supervisory board (<i>raad van commissarissen</i>) of the Company consisting of the Series C Supervisory Directors and the Independent Supervisory Directors;
Supervisory Director	means a member of the Supervisory Board;

Tag Along Right	has the meaning ascribed thereto in Clause 11.12;
Third Tranche Closing	has the meaning ascribed thereto in the Investment Agreement;
Transfer	means in relation to any Share to directly or indirectly (i) (a) sell, assign, transfer or otherwise dispose of it; (b) create or permit to subsist any encumbrance over it; (c) direct that another Person should receive it, or assign any right to it; (d) enter into any agreement in respect of the votes or any other rights attached to it; or (e) agree, whether or not subject to any condition precedent or subsequent, to do any of the foregoing and Transferred shall be construed accordingly;
Transfer Shares	has the meaning ascribed thereto in Clause 11.2; and
Vesuvius Repurchase	means the First Vesuvius Repurchase or Second Vesuvius Repurchase as defined in the Investment Agreement;
Vesuvius Share Conversion	has the meaning ascribed thereto in Clause 11.18(d).

1.2 Interpretation

In this Agreement, unless otherwise specified:

- (a) Clauses and Exhibits are clauses of and exhibits to this Agreement;
- (b) headings of Clauses and Exhibits are for convenience only and do not affect the interpretation of this Agreement;
- (c) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
- (d) references to “writing” shall include any modes of reproducing words in a legible and non-transitory form;
- (e) references to any Dutch legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any other legal concept shall, in respect of any jurisdiction other than the Netherlands, be deemed to include the legal concept which most nearly approximates in that jurisdiction to the Dutch legal term.

1.3 Exhibits

The Exhibits comprise all the exhibits to this Agreement and form part of this Agreement and shall have the same force and effect as if set out in the body of this Agreement. Any reference to this Agreement shall include all Exhibits.

2. Effective date

- 2.1 This Agreement takes effect upon execution of the First Tranche Deed of Issue (the **Effective Date**).

3. Articles of Association and this Agreement

Articles of Association

- 3.1 The Parties agree that the Articles of Association and the articles of association of the Subsidiaries, including the Parties’ respective rights and obligations thereunder, will at all times be interpreted and construed in accordance with the provisions of this Agreement, to the extent possible under applicable law.
- 3.2 The Shareholders agree to use their voting powers in the General Meeting to amend the Articles of Association and the articles of association of the Subsidiaries, where and when needed, to align the relevant articles of association with this Agreement as much as possible.

Waiver

- 3.3 Each Shareholder hereby waives its pre-emption rights or any other transfer restrictions and its rights of first refusal and similar rights under this Agreement and the Articles of Association in relation to the issuances of the Series C Shares at the Second Tranche Closing and the Third Tranche Closing, as the case may be, under and in accordance with the Investment Agreement.

Favorable terms

- 3.4 The holders of Series B Shares, Series A Shares and Ordinary Shares will not have rights more favorable than those of the New Investors under this Agreement.

4. Management Board

Composition

- 4.1 The members of the Management Board of the Company shall be appointed, suspended and dismissed by the General Meeting or, as the case may be, shall be suspended by the Supervisory Board, in accordance with this Agreement and the Articles of Association.
- 4.2 At the Effective Date, the Management Board shall consist of Mr Hurly and Mr Parren.

Duties

- 4.3 The Management Board shall be responsible for and undertake the day-to-day management and operations of the Company and shall be authorised to represent the Company.

Decision-making

- 4.4 Each Managing Director shall have one (1) vote. Except as otherwise provided for in this Agreement and without prejudice to Clause 4.5, decisions of the Management Board can only be adopted by an absolute majority vote of the Managing Directors who are present or represented.
- 4.5 The Management Board shall require the prior approval of a Qualified Board Majority (to be confirmed in writing, whether in the form of a written resolution or written minutes), for resolutions set out in Part 1 of Exhibit 3 (the **Management Board Reserved Matters**).
- 4.6 Parties acknowledge and agree that no Management Board Reserved Matter shall be adopted or enforced by the Company without the prior written approval of the Supervisory Board in accordance with Clause 4.5.

D&O Insurance

- 4.7 The Company will, with the approval of a Qualified Board Majority, arrange, for the benefit of the Managing Directors and the Supervisory Directors, for an adequate directors' and officers' liability insurance. In the event of a Deemed Liquidation Event in which the Company ceases to exist, the Company shall ensure that the Company's successor assumes the Company's obligations with respect to indemnification of the Managing Directors and the Supervisory Directors.

Implementation at Subsidiaries

- 4.8 The Company and the Management Board shall procure that with respect to any Subsidiary or other entity over which the Company has either negative or affirmative Control, similar provisions regarding governance as those included in Clauses 4, 5 and 7 will be implemented at the level of such entity to procure that the decision-making at such entities' level will effectively and where legally possible be treated as decision-making at the level of the Company in accordance with this Agreement.

5. Supervisory Board

Composition

- 5.1 The Company shall have a Supervisory Board composed of up to eight (8) Supervisory Directors.

Binding Nomination

5.2 As from the Effective Date:

- (a) Novo, Sanofi, Ysios, Gilde, Versant and MRLV shall each be entitled to procure the appointment, suspension and dismissal by the General Meeting of one (1) Supervisory Director (each a Series C Supervisory Director) through binding nomination; and
- (b) a Qualified Board Majority shall be entitled to procure the appointment, suspension and dismissal by the General Meeting of two (2) independent Supervisory Directors by a Qualified Board Majority (each an **Independent Supervisory Director**) through binding nomination.

One (1) Independent Supervisory Director shall be appointed chairperson of the Supervisory Board.

For the avoidance of doubt, an independent Supervisory Director must have relevant industry experience and with the exception of Mr Erik van den Berg may not be an officer, director or employee of the Company, its Shareholders or any of the Company's or Shareholders' Affiliates.

5.3 Initially, as from the Effective Date:

- (a) Ms Lüneborg shall be the Novo Series C Supervisory Director;
- (b) Ms Crespo shall be the Sanofi Series C Supervisory Director;
- (c) Mr Jean-Mairet shall be the Ysios Series C Supervisory Director;
- (d) Mr Luzi shall be the Gilde Series C Supervisory Director;
- (e) Mr Magni shall be the Versant Series C Supervisory Director;
- (f) Mr Halse shall be the MRLV Series C Supervisory Director; and
- (g) Mr Van den Berg shall be one (1) of the Independent Supervisory Directors and be the chairperson of the Supervisory Board.

The Parties agree that one (1) seat for an Independent Supervisory Director shall initially be vacant.

5.4 Any Series C Shareholder who is a Defaulting Series C Investor shall no longer have the right to nominate any Supervisory Director pursuant to Clause 5.2, and shall procure the resignation of any Supervisory Director nominated by such Defaulting Series C Investor, in each case as set forth in the Investment Agreement. A Qualified Preferred Majority shall appoint a Supervisory Director to fill the vacancy.

5.5 If any Party wants to replace a Supervisory Director nominated by it under Clause 5.2, the Management Board shall, subject to the terms and conditions of this Agreement, convene a General Meeting to give effect thereto.

5.6 The Shareholders agree that the Supervisory Directors nominated by Sanofi and MRLV respectively will not take part in meetings, discussions and the decision making of the Supervisory Board or receive information in respect of partnering, licensing and mergers and acquisitions with strategic partners of the Company. In case of any debate or dispute regarding the applicability of this limitation, following a discussion within the Supervisory Board in which the Series C Supervisory Directors appointed on the basis of a nomination by Sanofi and MRLV may partake, it shall be applicable only upon a majority vote of three (3) out of five (5) (in case the Supervisory Board is composed of seven (7) Supervisory Directors) or four (4) out of six (6) (in case the Supervisory Board is composed of eight (8) Supervisory Directors) Supervisory Directors cast in a Supervisory Board meeting, including the vote of at least one (1) Independent Supervisory Director, but excluding the vote of the Series C Supervisory Directors appointed on the basis of a nomination by Sanofi and MRLV respectively.

Observer and Guests

- 5.7 Pureos is entitled to appoint one (1) observer (waarnemer) to the Supervisory Board and, as from the moment Mr Van den Berg is no longer an Independent Supervisory Director, Vesuvius is entitled to appoint one (1) observer (waarnemer) to the Supervisory Board (each, an **Observer**). An Observer is entitled to attend and participate in meetings of the Supervisory Board and all Supervisory Board committees, but is not entitled to cast votes or participate in the decision-making process in Supervisory Board meetings. An Observer shall be entitled to receive copies of notices, minutes, consents or other sources of information as provided to the Supervisory Board at the same time and in the same manner as those provided to the Supervisory Directors.

As per the date of this Agreement, Pureos appoints Martin Münchbach as an Observer.

- 5.8 The Management Board is entitled to invite one (1) representative of each of Novo, Gilde, Versant and Redmile as a guest upon five (5) Business Days' prior written notice to the Supervisory Board (each, a **Guest**). Such Guest is entitled to attend and participate in meetings of the Supervisory Board and/or Supervisory Board committees for which it is invited. A Guest is not entitled to cast any votes during Supervisory Board meetings. A Guest shall be entitled to receive copies of notices, minutes, consents or other sources of information as provided to the Supervisory Board in respect of any Supervisory Board meeting for which it is invited at the same time and in the same manner as those provided to the Supervisory Directors.
- 5.9 Without prejudice to Clauses 5.7 and 5.8, the relevant Shareholder nominating the respective Observer or Guest shall procure that (i) its Observer or Guest shall agree to hold in confidence and trust and to act in a fiduciary manner (but, for the avoidance of doubt, such representative shall not be deemed a fiduciary) with respect to all information so provided as if such Observer or Guest were a Supervisory Director and (ii) upon advice of counsel, the Company reserves the right to, at its sole discretion, withhold any information and to exclude such Observer or Guest from any meeting or portion thereof if (A) such Observer and/or Guest is holding a position (whether as an executive director, non-executive director, advisor, observer or guest to the board) of another company which, at the sole discretion of a simple majority of the Supervisory Board, competes with the Business and as such constitutes a competitor of the Company and/or (B) access to such information or attendance at such meeting would adversely affect the attorney-client privilege between the Company and its counsel or result in disclosure of trade secrets or a Conflict of Interest.
- 5.10 If a simple majority of the Supervisory Board so authorises or requests, other persons (auditors, consultants, advisers and employees) shall be permitted to attend meetings of the Supervisory Board.

Supervisory Board Meetings

- 5.11 The Supervisory Board shall hold meetings at regular intervals, but at least five (5) times per year. Supervisory Board meetings will be convened by the chairperson of the Supervisory Board giving at least ten (10) Business Days prior notice or such shorter period if, at the sole discretion of the chairperson of the Supervisory Board, the circumstances so require. Meetings shall also be held upon the written request of any of the Supervisory Directors and against prior written notice of at least ten (10) Business Days. Attendance by telephone or video conference shall be permitted. The meetings of the Supervisory Board shall be held in English. At least five (5) Business Days in advance of a meeting, an agenda shall be sent stating the items which shall be discussed at such meeting, accompanied by supporting documents relating to such items, if any. Within no more than thirty (30) Business Days after each such meeting, a copy of the minutes of that meeting shall be delivered to each Supervisory Director.
- 5.12 A Supervisory Director may be represented at a Supervisory Board meeting and votes may also be rendered by power of attorney given by one Supervisory Director to another Supervisory Director, or email confirming the same. When a Supervisory Director holding such power of attorney, or email confirming the same, attends any Supervisory Board meeting, he or she shall provide the other Supervisory Directors in attendance with copies of any such written power of attorney or email confirming the same.

Decision-making

- 5.13 Each Supervisory Director shall have one (1) vote. The Shareholders agree that the Supervisory Board will adopt resolutions by a simple majority of the votes cast by the Supervisory Directors who are present or represented, unless a Qualified Board Majority is required under this Agreement or the Articles of Association. If there is a tie of votes the proposal is rejected, provided that if there is a tie of votes and the Supervisory Board is composed of eight (8) Supervisory Directors, the proposal will be escalated to the General Meeting, which may adopt such proposal with the approval of the Series C Majority. The chairperson of the Supervisory Board will not have a casting vote.

Quorum and deadlock

- 5.14 In a physical or telephone conference meeting the Supervisory Board shall only be able to validly adopt resolutions if (i) such meeting was validly convoked and (ii) at such meeting at least four (4) Series C Supervisory Directors are present or represented. If the quorum is not met, or if a tie in votes occurs during the adoption of a resolution, then any proposed resolution shall as soon as possible be resolved at a next physical or telephone conference meeting of the Supervisory Board without a quorum being applicable.

Conflict of Interest

- 5.15 A Supervisory Director who has a Conflict of Interest shall immediately report this to the other Supervisory Directors. He or she will hold him/herself available to provide all information relevant to the Conflict of Interest to the other Supervisory Directors, but he or she may not participate in the discussions and the decision making process with respect to the subject matter to which the Conflict of Interest pertains.

Supervisory Board sub-committees

- 5.16 To the extent the Supervisory Board creates sub-committees, such as a remuneration committee or an audit committee, each Supervisory Director shall be entitled to be on any such sub-committee.

Out of pocket expenses

- 5.17 The Supervisory Directors and the Observers (to the extent permitted under Clause 5.7) shall be reimbursed for their reasonable out of pocket documented travel expenses in accordance with the Company's travel policy specified in Chapter 11 of the Company's employment manual.

Indemnification Agreements

- 5.18 The Company shall enter into an indemnity agreement with each Supervisory Director in a form as attached to the Investment Agreement as Schedule 12.

6. Share Capital

- 6.1 Subject to clause 7 of the Investment Agreement, the capitalization of the Company, immediately after the First Tranche Closing, the Second Tranche Closing and the Third Tranche Closing, as contemplated by the Investment Agreement is set out in Part A, Part B and Part C respectively of Exhibit 1.
- 6.2 The Shareholders will have all voting and other rights attaching to their Shares as set out in this Agreement and the Articles of Association.

7. General Meeting

Annual Meeting

- 7.1 Within one (1) month from receipt of the audited annual accounts of the Company as per Clause 13.3, but ultimately within five (5) months from the end of each financial year, the annual General Meeting shall be held with at least the following items on the agenda:
- (a) adoption of the annual accounts of the Company or an extension for the preparation thereof;
 - (b) the profit appropriation;
 - (c) discharge (*kwijting verlenen*) of the Managing Directors and Supervisory Directors for their performances as Managing Directors or Supervisory Directors respectively; and
 - (d) all such other matters required by applicable law.

General Meetings

7.2 Subject to Clause 7.3 below:

- (a) General Meetings shall be held at the places set forth in the Articles of Association. General Meetings may be held at any other location, provided that legally valid resolutions at such General Meeting may only be adopted if all persons who have right to attend and address the General Meeting have consented to the General Meeting being held at such location and the Managing Directors and Supervisory Directors have been given the opportunity to advise on this. Any Shareholder that wishes to join a meeting by telephone or video shall be allowed to do so and shall be deemed to be present in person at such meeting for the purpose of any quorum. General Meetings shall be deemed to have been held at the location set out in the meeting convocation, regardless of the physical location of the Shareholders joining the meeting by telephone or video;
- (b) Shareholders who have a right to address and attend the General Meetings shall be given notice of a General Meeting by or on behalf of the Management Board by giving at least eight (8) calendar days prior written notice (not including the day of notice and the day of the General Meeting). Together with the notice of the meeting, an agenda shall be sent stating the items which shall be discussed at such meeting, accompanied by supporting documents relating to such items, if any; and
- (c) unless stated otherwise in the Articles of Association or this Agreement, resolutions of the General Meeting shall be adopted by a simple majority of the votes validly cast at a General Meeting. A General Meeting can only resolve provided that at a meeting more than 50% (fifty percent) of the issued share capital is present or represented. If the aforesaid quorum is not met, the meeting may be reconvened and must be held not less than two (2) weeks and not more than four (4) weeks after the earlier proposed and invalid meeting. The reconvened meeting may pass any resolutions that were also on the agenda of the earlier proposed and invalid meeting, and furthermore irrespective of the share capital represented at the reconvened meeting. The reconvening notice shall notify that such meeting is the reconvened meeting and that resolutions can be adopted irrespective of the share capital represented at the meeting.

Reserved Matters

- 7.3 The General Meeting shall require the prior approval (to be confirmed in writing, whether in the form of a written resolution or written minutes) of the Qualified Preferred Majority on the resolutions of the General Meeting as set out in Part 2 of Exhibit 3 (the **General Meeting Reserved Matters**).

Adoption of Resolutions

- 7.4 In accordance with the Articles of Association, the Shareholders agree that resolutions of the General Meeting may be adopted in writing or via email with the required/agreed majority and without holding a meeting, and all Shareholders otherwise entitled to vote at such General Meeting hereby irrevocably commit to consent – if and when asked – to this manner of decision making, provided that (i) all other holders of meeting rights (if any) shall have agreed to this manner of decision-making, and the Company shall procure such agreement thereto, and (ii) the Managing Directors and Supervisory Directors shall be informed of, and be enabled to advise on, the resolution being made prior to the adoption thereof.

Voting

- 7.5 Each Shareholder shall be entitled to cast one (1) vote on each Share held by such Shareholder (based on nominal value). The holders of Preferred Shares will vote together with the holders of Ordinary Shares and not as a separate class, except as specifically provided in this Agreement, the Articles of Association, or as otherwise required by law.

8. Liquidation Preference and Conversion

Deemed Liquidation Event and Liquidation Preference

- 8.1 In the event of a single transaction or series of related transactions resulting in:

- (a) the bankruptcy, liquidation, dissolution, (partial) winding-up or reorganization, voluntary or involuntary, of the Company;
- (b) the sale, lease, transfer or licensing out or other disposition of all or a substantial part of the Company's assets (including shares in its Subsidiaries and/or the intellectual property rights);

- (c) a merger (*juridische fusie*) or demerger (*splitsing*), reverse merger, acquisition or consolidation involving the Company or its Subsidiaries with any other company, resulting in the Company not being the surviving company and/or resulting in a change of Control over the Company;
- (d) the sale or transfer of more than fifty percent (50%) of the then-outstanding Shares (by trade sale or otherwise (other than a transaction primarily for fund raising purposes as approved by the Series C Majority)); or
- (e) any other event or series of events (for the avoidance of doubt, excluding any research collaboration transaction without significant upfront fees available for distributions to the Shareholders) as determined by the Qualified Board Majority to be a Deemed Liquidation Event, that leads to any proceeds (cash or assets) becoming available for distribution to the Shareholders and, in each instance, whether payment is made in one transaction or in multiple steps or transactions, and whether paid directly or deferred and/or held in escrow or otherwise,

(any such event a **Deemed Liquidation Event**), the Parties shall, irrespective of the liquidation distribution provisions provided for in the Articles of Association, after payment of any and all expenses related to such Deemed Liquidation Event, allocate and distribute all proceeds of such Deemed Liquidation Event, be it cash, stock or surplus assets, as follows amongst the Shareholders:

- (f) firstly, on the Series C Shares only: if any remaining proceeds, an amount equal to the Series C Subscription Price actually paid for such Series C Shares and any unpaid accrued Series C Preferred Dividends;
- (g) secondly, on the Series B Shares only: if any remaining proceeds, an amount equal to the Series B Subscription Price actually paid for such Series B Shares and any unpaid accrued Series B Preferred Dividends;
- (h) thirdly, on the Series A Shares only: if any remaining proceeds, an amount equal to the Series A Subscription Price actually paid for such Series A Shares and any unpaid accrued Series A Preferred Dividends,

(the **Liquidation Preference**); and

- (i) finally, the remainder of the proceeds, if any, shall be distributed to all Shareholders pro rata to their shareholding in the Company on an as converted basis, treating for this purpose all Shares as if they had been converted to Ordinary Shares at a Conversion immediately prior to such Deemed Liquidation Event.

8.2 If the available balance is insufficient to distribute the Deemed Liquidation Event proceeds under Clause 8.1(f), the available balance will be distributed to the holders of the Series C Shares proportional to the total value of their Series C Shares shareholdings.

If the available balance is insufficient to distribute the Deemed Liquidation Event proceeds under Clause 8.1(g), the available balance will be distributed to the holders of the Series B Shares proportional to the total value of their Series B Shares shareholdings.

If the available balance is insufficient to distribute the Deemed Liquidation Event proceeds under Clause 8.1(h), the available balance will be distributed to the holders of the Series A Shares proportional to the total value of their Series A Shares shareholdings.

8.3 For the avoidance of doubt, the holders of Series C Shares', Series B Shares' and Series A Shares' respective entitlement to Deemed Liquidation Event proceeds in conformity with Clauses 8.1 and 8.2 will not be abrogated or diminished in the event part of the consideration is subject to contingencies (if any, e.g. earn out or milestone payments). In such events the relevant transaction agreements shall provide that (a) the portion of such consideration that is not subject to any contingencies (the **Initial Consideration**) shall be allocated in accordance with the Deemed Liquidation Event preference payments as set out in Clause 8.1 as if the Initial Consideration were the only consideration payable in connection with such transaction and (b) any additional consideration (including for the avoidance of doubt any escrow amounts) which becomes payable to Shareholders upon satisfaction of contingencies shall be allocated in accordance with the Deemed Liquidation Event preference payments as set out in Clause 8.1 after taking into account the previous payment of the Initial Consideration as part of the same transaction.

Preferred Dividends

- 8.4 Dividends shall accrue on each Series C Share on a cumulative, non-compounding basis at the rate per annum of eight percent (8%) of the Series C Subscription Price Per Share actually paid for such Series C Shares (as adjusted, as the case may be, to reflect any amendment of the nominal value by means of any stock splits, capital reductions, combinations, recapitalizations or any other similar actions) (the **Series C Preferred Dividend**). The Series C Preferred Dividends shall be payable solely when, as, and if declared by the General Meeting, subject to prior approval of the Series C Majority, and the Company shall be under no obligation to pay such Series C Preferred Dividends. No Series B Preferred Dividend or Series A Preferred Dividend or dividends on Ordinary Shares shall be declared, paid or set aside unless the full Liquidation Preference on all outstanding Series C Shares shall have been paid first.
- 8.5 Dividends shall accrue on each Series B Share on a cumulative, non-compounding basis at the rate per annum of eight percent (8%) of the Series B Subscription Price Per Share actually paid for such Series B Shares (as adjusted, as the case may be, to reflect any amendment of the nominal value by means of any stock splits, capital reductions, combinations, recapitalizations or any other similar actions) (the **Series B Preferred Dividend**). The Series B Preferred Dividends shall be payable solely when, as, and if declared by the General Meeting, subject to prior approval of the Series B Majority, and the Company shall be under no obligation to pay such Series B Preferred Dividends. No Series A Preferred Dividend or dividends payable on Ordinary Shares shall be declared, paid or set aside unless the full Liquidation Preference on all outstanding Series B Shares shall have been paid first.
- 8.6 Dividends shall accrue on each Series A Share on a cumulative, non-compounding basis at the rate per annum of five percent (5%) until and including 31 January 2018 and eight percent (8%) after 31 January 2018 (as adjusted, as the case may be, to reflect any amendment of the nominal value by means of any stock splits, capital reductions, combinations, recapitalizations or any other similar actions) (the **Series A Preferred Dividend**). The Series A Preferred Dividends shall be payable solely when, as, and if declared by the General Meeting, subject to prior approval of the Series A Majority, and the Company shall be under no obligation to pay such Series A Preferred Dividends. No dividends payable on Ordinary Shares shall be declared, paid or set aside unless the full Liquidation Preference on all outstanding Series A Shares shall have been paid first.

Optional Conversion

- 8.7 Without prejudice to clause 7 of the Investment Agreement, the Parties agree that upon written request of any Preferred Shareholder to the Company at any time (a **Conversion Request**), any requested number of its Preferred Shares shall, without payment of additional consideration, be converted into Ordinary Shares at a conversion rate of 1:1 (a **Conversion**) which Conversion rate shall be adjusted to reflect any amendment of the nominal value by means of any stock splits, combinations, capital reductions, combinations, recapitalizations or any other similar actions.
- 8.8 The date of receipt by the Company of the Conversion Request shall be the date of Conversion (the **Conversion Date**). Upon receipt of a Conversion Request the Company will immediately take all action, and to the extent necessary to achieve the Conversion, each of the Parties:
- (a) irrevocably agrees to take all action and resolutions required to effectuate such Conversion and shall procure that the Supervisory Director(s) nominated by such Party (as applicable) shall, subject to any restrictions of applicable law, vote in favour of such Conversion at the meeting of the Supervisory Board; and
 - (b) where necessary, unconditionally and irrevocably shall grant a power of attorney to the Notary, to execute a deed of issuance of Shares or amendment to the Articles of Association to the extent this appears necessary to effectuate the Conversion.

On or as soon as practicable after the Conversion Date:

- (c) the Management Board shall enter the Conversion in the shareholders register of the Company;

- (d) the Company shall pay the holders of the converted Preferred Shares all dividends accrued but unpaid thereon in Ordinary Shares at fair market value as per the Conversion Date, or at the election of a Series C Majority and subject to restrictions under applicable Dutch regulations in respect of payment of dividends, in cash;
- (e) any and all preference rights with respect to the converted Preferred Shares will terminate.

Automatic Conversion

8.9 The Parties agree that, notwithstanding any previous Conversions:

- (a) all Preferred Shares shall automatically convert into Ordinary Shares at a 1:1 conversion ratio in the event of the General Meeting, including the Qualified Preferred Majority, voting in favour of such mandatory Conversion at the date and time, or the occurrence of an event, specified by such Qualified Preferred Majority; and
- (b) all Preferred Shares (or if the Preferred Shares have already been converted into Ordinary Shares in accordance with the optional conversion right included in Clause 8.7 and 8.8, such Ordinary Shares) held by a Defaulting Series C Investor shall automatically convert into Ordinary Shares at a 3:1 conversion ratio (or such part of the Ordinary Shares shall be cancelled) pursuant to the terms and conditions of clause 7 of the Investment Agreement.

Qualified IPO

- 8.10 The Parties agree that, notwithstanding any previous Conversions, all Preferred Shares shall automatically convert into Ordinary Shares at a 1:1 conversion ratio upon the closing of a firmly underwritten public offering of Ordinary Shares on a United States stock exchange at a price per Ordinary Share resulting in at least an amount equal to 1.8 (one point eight) times the Series C Subscription Price for the First Tranche Shares and for a total offering of not less than USD 60,000,000 (sixty million United States dollars) before deduction of underwriters commission and expenses (and adjusted for stock splits, combinations, recapitalizations or any other similar actions that have led to a different capitalization of the Company as if no such stock split, combination, recapitalization or any such other action had taken place) (a **Qualified IPO**). The conditions for a Qualified IPO can be amended (but only to the extent that the amount of the offering is not increased) or waived by the written consent of the Qualified Preferred Majority. Each of the Parties irrevocably agrees to vote in favour of, take all actions and adopt any resolutions, including a waiver of pre-emptive rights, required to effectuate a Qualified IPO.
- 8.11 For the avoidance of doubt, no Series C Preferred Dividends, Series B Preferred Dividends nor Series A Preferred Dividends shall be paid, whether accrued or otherwise, in the event of any Conversion of Preferred Shares into Ordinary Shares in connection with an IPO that is a Qualified IPO.

Non-Qualified IPO

- 8.12 Upon a Qualified Preferred Majority consenting to an IPO (other than a Qualified IPO) in accordance with the provisions of any applicable agreement as between the Company and some (or all) of its Shareholders, effective upon the consummation of such IPO, at which time:
- (a) subject to Clause 8.1, all the Preferred Shares shall automatically be converted into such number of Ordinary Shares using such conversion rates (possibly combined with a stock split or reverse stock split) as the Qualified Board Majority shall determine as to ensure that after Conversion, the holders of Preferred Shares are entitled to the amount of proceeds such holders would have been entitled to receive upon the occurrence of a Deemed Liquidation Event in accordance with Clause 8.1 and Clause 8.2 on the date of the pre-money (i.e. pre-IPO) valuation of the Company, as such pre-money (i.e. pre- IPO valuation of the Company) shall be determined and agreed in good faith between the Company and the joint book-running managers of the IPO; and
 - (b) all securities conferring any right to acquire Preferred Shares shall thereafter automatically take effect as a right to acquire a number of Ordinary Shares so calculated by reference to the number of the relevant class of Preferred Shares which would otherwise have been acquired pursuant to such securities.

For the avoidance of doubt, no cash proceeds will be paid to the holders of Preferred Shares from the IPO by virtue of the conversion of its Preferred Shares and no adjustment may be required based on the calculation performed per the above.

- 8.13 Any additional Ordinary Shares (if any) which are required to be issued by the Company pursuant to Clause 8.12 shall be fully paid up as to nominal value by capitalisation of reserves. To the extent that it is not lawful (or the Company lacks sufficient reserves) to make such an issue, then each Shareholder to which such Ordinary Shares would otherwise have been so issued shall have the right to subscribe at nominal value such number of Ordinary Shares as would have been so acquired had the issue been made in full.

Consequences of Conversion

- 8.14 All holders of Preferred Shares shall be sent written notice of the time of the automatic Conversion and the place designated for automatic Conversion of all such Preferred Shares pursuant to Clause 8.9(a). All rights with respect to the Preferred Shares converted pursuant to Clause 8.9(a), including the rights, if any, to receive notices and vote (other than as a holder of Ordinary Shares), will terminate at the automatic Conversion. Such converted Preferred Shares shall be cancelled and may not be reissued as shares of such series, and the Company may thereafter take such appropriate action (without the need for shareholder action) as may be necessary to reduce the issued number of Preferred Shares accordingly.
- 8.15 The rights attaching to Ordinary Shares resulting from an (optional or automatic) Conversion shall rank pari passu in all respects with the rights attaching to all other Ordinary Shares (subject to Clause 8.1).
- 8.16 Nothing in Clauses 8.7 through 8.15 shall entitle any Shareholder to any fraction of any Share and any such fraction of a Share shall be disregarded and may be otherwise applied by the Company at the discretion of the Qualified Board Majority.

9. Issuance of Shares

Pre-emptive right

- 9.1 Subject to the terms and conditions of Clause 7.3, this Clause 9 and applicable securities laws, upon an issuance of New Securities (the **Offer**), each Shareholder shall have a pre-emptive right to subscribe for such New Securities in proportion to their respective holdings of Shares (on an as-converted basis) immediately prior to such Offer (whereby Versant I may also subscribe to the pro rata portion of Versant VI and vice versa). Subject to required approvals, if any, under this Agreement, the pre-emptive rights as set out in this Clause 9.1 shall not apply or are hereby waived by the Shareholders in respect of:
- (a) any options to be granted or executed, Ordinary Shares and depositary receipts of Ordinary Shares to be issued under the ESOP or any other compensation or equity incentive plans, as approved by a Qualified Board Majority;
 - (b) any issuance of Ordinary Shares as a result of stock splits or stock dividends or recapitalizations or any other subdivision of Ordinary Shares or similar actions;
 - (c) in case of any issuance of Second Tranche Shares and Third Tranche Shares or issuance of Shares pursuant to Clause 8.12 and/or Clause 10 of this Agreement;
 - (d) any issuance of Ordinary Shares following a (optional or automatic) Conversion;
 - (e) any issuance of Shares or other securities upon an (unqualified or Qualified) IPO or upon exercise of warrants or rights granted to the underwriters in connection with such IPO or the issuance of Shares or other securities in connection with such IPO in accordance with Clause 8.12;
 - (f) a Deemed Liquidation Event approved by a Qualified Board Majority;
 - (f) any issuance of Shares or other securities in connection with licensing, collaboration, strategic/corporate partnering activities or acquisitions, as approved by a Qualified Board Majority; or
 - (g) any issuance of Shares or other securities in connection with entry into credit facilities or credit arrangements or incurrence of other indebtedness for borrowed money, as approved by a Qualified Board Majority,

each an **Exempted Issuance**. Each Shareholder shall, where necessary, vote in favour of an exclusion of pre-emptive rights for an Exempted Issuance.

- 9.2 Should any Shareholder not apply for its proportionate part of the Offer, the remaining Shareholders shall have the right to purchase the Shares not applied for in proportion to their shareholding (on an as-converted basis) immediately prior to such Offer. The pre-emptive rights set forth in Clause 9.1 shall terminate immediately prior to a Qualified IPO.

Further Funding

- 9.3 Except as provided in the Investment Agreement no Shareholder shall be obliged to provide any capital to the Company.

10. Anti-dilution Protection

- 10.1 As long as Series C Shares and Series B Shares are outstanding, upon an issuance of New Securities for a price which is less than the (i) Series C Subscription Price applicable to the Series C Preferred Shares (as adjusted for stock dividends, stock splits, combinations thereof or similar events), in relation to the Series C Preferred Shares or (ii) Series B Preferred Subscription Price applicable to a series of Series B Preferred Shares (as adjusted for stock dividends, stock splits, combinations thereof or similar events), in relation to the Series B Preferred Shares (each of (i) and (ii), a **Down Round**), the conversion price immediately prior to such issuance shall be adjusted to a new conversion price (the **New Conversion Price**), unless and to the extent a Series C Shareholder or a Series B Shareholder has specifically waived its rights under this Clause 10 in writing, calculated to the nearest cent with half a cent being rounded up in accordance with the following narrow based weighted anti-dilution adjustment:

$$CP2 = CP1 * (A+B) / (A+C), \text{ where}$$

CP2 = New Conversion Price in effect after the Down Round;

CP1 = Conversion price immediately prior to the Down Round (being initially equal to the applicable Series C Subscription Price or Series B Subscription Price respectively);

A = Number of outstanding Preferred Shares (excluding the unallocated Shares pursuant to the ESOP) prior to the Down Round on an as converted and fully diluted basis;

B = The aggregate consideration received by the Company under the Down Round divided by the conversion price (CP1);

C = Number of Shares to be issued pursuant to the Down Round,

and the Company shall promptly issue in accordance with applicable requirements to each of the holders of Series C Shares and/or the holders of Series B Shares such number of Series C Shares and/or Series B Shares as calculated in accordance with the following formula (rounding the product, N, down to the nearest possible whole Series C Share and/or Series B Shares) (the **Anti-Dilution Shares**):

$$N = (PS * CP1 / CP2) - PS, \text{ where}$$

N = number of Anti-Dilution Shares to be awarded;

PS = number of Series C Shares or Series B Shares held by the Series C Shareholder or Series B Shareholder respectively prior to the Down Round.

Issuance of Anti-Dilution Shares

- 10.2 Upon the issuance of the Anti-dilution Shares pursuant to this Clause 10, the Company will pay-up the respective purchase price for the Anti-Dilution Shares by means of charging the respective amounts equal to the subscription price for such Anti-Dilution Shares against the free and distributable reserves of the Company, in accordance with applicable law. If the reserves of the Company are not sufficient to pay up the Anti-Dilution Shares to which the holders of Series C Shares or holders of Series B Shares are entitled then each of the holders of Series C Shares or holders of B Shares respectively shall pay up the appropriate nominal amount in cash. For the avoidance of doubt, the anti-dilution protection set out in this Clause 10 shall not change the aggregate Liquidation Preference of the Series C Shares and/or Series B Shares, and appropriate modifications shall be made so that the aggregate Liquidation Preference of the Series C Shares and/or Series B Shares, inclusive of any Anti-Dilution Shares, shall remain unchanged.

- 10.3 Each of the Parties hereby irrevocably agrees to such issue of Anti-Dilution Shares as is consistent with this Clause 10 and agrees to co-operate in all actions and resolutions required for the issue of such Anti-Dilution Shares, which any Shareholder may request the Company to issue in connection with the provisions of this Clause 10, and to waive any and all pre-emptive rights that such Party may have in relation to the Anti-Dilution Shares to be issued to such Series C Shareholder and/or Series B Shareholder. In addition, the Parties shall effectuate an amendment of the Articles of Association to the extent that such amendment should be required in order to facilitate the issue of Anti-Dilution Shares.

Exclusions

- 10.4 The anti-dilution protection set out in this Clause 10 will not apply in the event of an Exempted Issuance.

11. **Transfer of Shares**

General

- 11.1 A Transfer of any Shares shall only be permitted taking into account the restrictions as laid down in this Agreement and the Articles of Association. If a Shareholder Transfers any of its Shares to a third party, such Transfer is only allowed provided that such third party enters into a Deed of Adherence.

Third party offers

- 11.2 The Parties agree that any Shareholder who intends to accept a bona fide at arm's length offer in writing, received from one or more parties (an **Interested Purchaser**) for all or part of the Shares held by such Shareholder (an **Offering Shareholder**), shall be obliged to give written notice thereof to the Company and the other Shareholders (the **Notice**). The Notice shall be given within ten (10) Business Days after receipt of the offer from the Interested Purchaser and shall contain all terms and conditions of such offer, including the name of the Interested Purchaser, the number of Shares offered (the **Transfer Shares**), the price offered (the **Specified Price**), the form of consideration and the intended date of the Proposed Transfer.

Right of First Refusal and Secondary Refusal Right

- 11.3 Each Offering Shareholder hereby unconditionally and irrevocably grants a Right of First Refusal to each Preferred Shareholder (not being the Offering Shareholder) to purchase all or any portion of the Transfer Shares that such Offering Shareholder proposes to Transfer to the Interested Purchaser, at the same price and conditions as specified in the Notice (whereby Versant VI may also subscribe to the pro rata portion of Versant I and vice versa). To exercise its Right of First Refusal under this Clause 11.3, a Preferred Shareholder must deliver a Primary Notice to the Offering Shareholder within thirty (30) calendar days from the date of receipt of the Notice specifying the number of Transfer Shares to be purchased by such Preferred Shareholder. If the Preferred Shareholders exercising their Right of First Refusal in the aggregate wish to purchase more than the number of Transfer Shares, the Transfer Shares shall be allocated among them in proportion to the number of Preferred Shares held by them (for the avoidance of doubt not including Preferred Shares that have been converted into Ordinary Shares) held by them; provided, however, that a Preferred Shareholder cannot be allocated more Transfer Shares than such Preferred Shareholder wished to purchase in accordance with its Notice.
- 11.4 To the extent not all Transfer Shares offered by the Offering Shareholder would be acquired by the Preferred Shareholders pursuant to Clause 11.3, each Offering Shareholder hereby unconditionally and irrevocably grants a Secondary Refusal Right to each of the other Shareholders (not being a Preferred Shareholder or the Offering Shareholder) (the **Secondary Transferees**) to purchase all or any portion of such remaining Transfer Shares not purchased by the Preferred Shareholders pursuant to Clause 11.3. To exercise its Secondary Refusal Right, a Secondary Transferee must deliver a Secondary Notice to the Offering Shareholder and the Preferred Shareholders within fourteen (14) calendar days after the Preferred Shareholders' deadline for their delivery of the Primary Notice as provided in Clause 11.3. If the Secondary Transferees exercising their Secondary Refusal Right in the aggregate wish to

purchase more than the number of Transfer Shares, the Transfer Shares shall be allocated among them in proportion to the number of Shares held by them; provided, however, that a Secondary Transferee cannot be allocated more Transfer Shares than such Secondary Transferee wished to purchase in accordance with its Secondary Notice.

- 11.5 If not all Transfer Shares will be acquired pursuant to Clauses 11.3 and 11.4 by the end of the fourteen (14) day period specified in the second-to-last sentence of Clause 11.4 (the **Secondary Notice Period**) the Offering Shareholder shall be free to sell all, but not less than all, of such remaining Transfer Shares (the **Remaining Transfer Shares**) to the Interested Purchaser for the same consideration set out in the Notice and otherwise on terms and conditions substantially similar to (and in no event more favourable to either the Offering Shareholder or Interested Purchaser than) the terms and conditions set forth in the Notice, it being understood and agreed that any such sale or transfer shall be subject to the other terms and restrictions of this Agreement, including, without limitation, the terms and restrictions set forth in Clause 11.15(f)(iv).

Consideration other than in cash

- 11.6 If the consideration proposed to be paid for the Transfer Shares is in property, services or other non-cash consideration, the fair market value of the consideration shall be as determined in good faith by a Qualified Board Majority and as set forth in the Notice. If the Preferred Shareholders and Secondary Transferees, as the case may be, cannot for any reason pay for the Transfer Shares in the same form of non-cash consideration, the Preferred Shareholders and Secondary Transferees may pay the cash value equivalent thereof.

Closing

- 11.7 The closing of the purchase of the Transfer Shares by the Preferred Shareholders and Secondary Transferees, as the case may be, shall take place, and all payments from the Preferred Shareholders and Secondary Transferees shall have been delivered to the Offering Shareholder, by the later of (i) the date specified in the Notice as the intended date of the Proposed Transfer; and (ii) twenty-one (21) calendar days after delivery of the Primary Notice or the Secondary Notice, as applicable or within such longer period as is reasonably necessary to obtain any approval from any regulatory or competition authority or material third party approvals, failing which the Offering Shareholder shall only be allowed to Transfer the Transfer Shares after (again) having followed the Right of First Refusal and Secondary Refusal Right procedure as set out under Clauses 11.3 through 11.7.
- 11.8 For the avoidance of doubt, the rights and obligations of the Parties under Clauses 11.3 through shall terminate upon completion of an IPO.

Waiver of rights

- 11.9 To the extent one or more of the Shareholders should not exercise their rights under Clauses and 11.4, each of them – without prejudice to applicable Tag Along Rights – agrees to, for a period of ninety (90) days from the later of (i) the end of the thirty (30)-day period mentioned in Clause 11.3 and (ii) the end of the Secondary Notice Period, give all reasonable co-operation which the Offering Shareholder may need to effect the sale and transfer of the Transfer Shares to the accepting Shareholder(s) that do exercise their rights under Clauses 11.3 and 11.4 and / or – if not all of the Transfer Shares are sold and transferred to the other Shareholders – the Interested Purchaser on the terms and conditions set out in the Notice.

Vesuvius – sale of Indirect Shareholder

- 11.10 The rights of first refusal and the tag along rights of the Shareholders, except for Vesuvius, shall mutatis mutandis be applicable to the sale and transfer by any Indirect Shareholder of any shares in the share capital of Vesuvius, provided that the Shareholders and Indirect Shareholders of Vesuvius (excluding the Indirect Shareholder wanting to sell its Shares) shall have such rights of first refusal and tag along rights pro rata to their ultimate economical shareholding in the Company (disregarding their interest in Vesuvius) and in which case the Shareholders in the Company and Indirect Shareholders of Vesuvius (excluding the Indirect Shareholder wanting to sell its Shares) shall, upon exercise of their right of first refusal, acquire the equivalent of the number and class of Shares in the Company (instead of shares in Vesuvius) and Vesuvius shall procure all actions are taken to effectuate the above.

- 11.11 Notwithstanding Clause 11.10, the Indirect Shareholders of Vesuvius shall be entitled on the Second Tranche Closing to transfer amongst the Indirect Shareholders of Vesuvius 200 shares in the share capital of Vesuvius in view of the Second Vesuvius Repurchase (as defined in the Investment Agreement) and such transfer of shares in the share capital of Vesuvius shall not trigger any rights of first refusal of the other Shareholders as specified in Clause 11.10.

Tag Along

- 11.12 Upon receipt of the Notice in respect of a sale of Shares other than Series C Shares, instead of exercising its Right of First Refusal, each of the Preferred Shareholders (not being the Offering Shareholder) may require the Offering Shareholder to sell a number of Shares up to its pro rata part of the outstanding Shares multiplied by the Remaining Shares to the Interested Purchaser (the **Tag Along Right**), provided that such Tag Along Right will apply mutatis mutandis to holders of Ordinary Shares if and when the Remaining Shares will constitute more than 50% of all Shares. For the avoidance of doubt, in the event of a Deemed Liquidation Event, the total proceeds of such sale (irrespective of whether such sale is a full or a partial sale) shall be distributed in accordance with the Liquidation Preference.
- 11.13 Each Preferred Shareholder who wishes to exercise its Tag Along Right pursuant to Clause 11.12 (each, a **Participating Shareholder**) must give the Offering Shareholder written notice to that effect within thirty (30) calendar days from the receipt of the Notice. As long as the agreement in which the Transfer of Shares from the Offering Shareholder to the Interested Purchaser is not final, any of the Participating Shareholders has the right to withdraw its offer to sell its Shares to the Interested Purchaser. If any of the Participating Shareholders withdraws its offer to sell its Shares in accordance with Clause 11.12, such Participating Shareholder shall be deemed to have waived its Right of First Refusal.

Drag Along

- 11.14 In the event of a Deemed Liquidation Event or an IPO (each a **Drag Event**) that has been approved by the Qualified Preferred Majority, subject to Clause 11.15, each Shareholder (for the avoidance of doubt, including any current and future holders of Ordinary Shares, whether then held or subject to the exercise of options or warrants) and the Company hereby severally and not jointly agree:
- (a) if such Drag Event requires Shareholder approval, with respect to all Shares that such Shareholder owns or over which such Shareholder otherwise exercises voting power, to vote (in person, by proxy or by action by written consent, as applicable) all Shares in favour of, and adopt, such sale or transaction and to vote in opposition to any and all other proposals that could reasonably be expected to delay or impair the ability of the Company to consummate such sale or transaction;
 - (b) if such Drag Event is a sale of the outstanding share capital of the Company in a Deemed Liquidation Event, to sell the same proportion of Shares of the Company beneficially held by such Shareholder as is being sold by the other Shareholders to the Person to whom the Shareholders propose to sell their Shares, and, except as permitted in Clause 11.15, on the same terms and conditions as the other shareholders of the Company;
 - (c) if such Drag Event is a sale of the outstanding share capital of the Company in a Deemed Liquidation Event, to execute and deliver instruments of conveyance and transfer, and any purchase agreement, merger agreement, or escrow agreement, any associated voting, support, or joinder agreement, consent, waiver, governmental filing and any similar or related documents if so required; and
 - (d) not to deposit, and to cause their Affiliates not to deposit, except as provided in this Agreement, any Shares of the Company owned by such party or Affiliate in a voting trust or subject any Shares to any arrangement or agreement with respect to the voting of such Shares, unless specifically requested to do so by the acquirer in connection with the sale or transaction.
- 11.15 Notwithstanding anything to the contrary set forth herein, a Shareholder will be required to comply with Clause 11.14 above in connection with any Deemed Liquidation Event unless:

- (a) such Shareholder is required to agree (unless such Shareholder is an employee of the Company) to any covenant in connection with the Drag Event not to compete or not to solicit customers, or suppliers of any party to the Drag Event;
- (b) such Shareholder and its Affiliates are required (unless such Shareholder is an employee of the Company) to amend, extend or terminate any contractual or other relationship with the Company, the acquirer or their respective Affiliates, except that the Shareholder may be required to agree to terminate the investment-related documents between or among such Shareholder, the Company and/or other Shareholders;
- (c) the Shareholder shall be liable for the inaccuracy of any representation or warranty made by any other Person (other than the Company) in connection with the Drag Event, other than representations as to their respective title, authority and capacity to sell the Shares held by them (provided that the liability of each Party in relation to such representations is several, with each Party only required to provide representations in respect of the Shares that it is transferring);
- (d) the liability for indemnification, if any, of such Shareholder in the Drag Event and for the inaccuracy of any representations and warranties made by the Company or by the Shareholders (for the business representations and warranties) in connection with such Drag Event, is joint and not several (*hoofdelijk*) with any other Person (except to the extent that funds may be paid out of an escrow established to cover breach of representations, warranties and covenants of the Company as well as breach by any Shareholder of any identical representations, warranties and covenants provided by all Shareholders), and is pro rata in proportion to the amount of consideration paid to such Shareholder in connection with such Drag Event;
- (e) liability shall not exceed such Shareholder's applicable share (determined based on the respective proceeds payable to each Shareholder in connection with such Drag Event) of a negotiated aggregate indemnification amount that applies equally to all Shareholders but that in no event exceeds the amount of consideration otherwise payable to such Shareholder in connection with such Drag Event, except with respect to claims related to fraud by such Shareholder, the liability for which need not be limited as to such Shareholder; and
- (f) upon the consummation of the Deemed Liquidation Event:
 - (i) each holder of each class or series of Shares will not receive the same form of consideration for their Shares of such class or series as is received by other holders in respect of their Shares of such same class or series of Shares, and if any holders of any Shares of the Company are given a choice as to the form of consideration to be received as a result of the Drag Event, all holders of such Shares will be given the same option;
 - (ii) each holder of a series of Preferred Shares will not receive the same amount of consideration per share of such series of Preferred Shares as is received by other holders in respect of their Shares of such same series;
 - (iii) each holder of Ordinary Shares will not receive the same amount of consideration per Ordinary Share as is received by other holders in respect of their Ordinary Shares; and
 - (iv) the aggregate consideration receivable by all holders of the Preferred Shares and Ordinary Shares shall not be allocated among the holders of Preferred Shares and Ordinary Shares on the basis of Liquidation Preference (assuming for this purpose that the Drag Event is a Deemed Liquidation Event) in accordance with this Agreement.

11.16 If any Shareholder fails to timely comply with its obligations following from this Clause 11.14, then:

- (a) on the basis of section 2:192(4) DCC, the Articles of Association shall provide that, in respect of its Shares, such Shareholder's voting rights, right to receive distributions and right to attend and address the General Meeting shall be suspended; and

- (b) on the basis of section 2:192(5) DCC, the Articles of Association shall provide that the Company is irrevocably authorized to transfer such Shareholder's Shares that are to be transferred pursuant to Clause 11.14 to the Interested Purchaser.

Preference

- 11.17 The Parties observe that in case of a bona fide offer in writing by an Interested Purchaser, the provisions of Clause 11.3 through 11.6 hereof (Right of First Refusal) will apply in preference to the provisions of Clause 11.12 (Tag Along) which means that first Shareholders are entitled to purchase the shares offered before any Shareholders are entitled to co-offer any of their shares for sale. Clause 11.14 and 11.15 (*Drag Along*) however shall apply in preference to all of the aforementioned provisions.

Permitted transfer

- 11.18 A Shareholder may at all times transfer Shares to:

- (a) a wholly owned-subsiidiary of it or of its holding company of which it is itself a wholly owned-subsiidiary; or
- (b) a personal holding company under the Control of such Shareholder or any similar vehicle under the Control of the Shareholder to allow the economic benefit (and not the voting rights) of such Shares to be transferred to any spouse or child of such Shareholder in connection with reasonable estate planning by such Shareholder; or
- (c) in case the Shareholder is an investor:
- (i) where that person is an investment fund or an investment fund manager, to (a) an investment fund (i) managed by such Shareholder, or (ii) managed by, advised by or the management of which is fully delegated to the same manager or adviser as such Shareholder or by a manager or adviser as such Shareholder or by a manager or adviser that is an Affiliate (excluding portfolio companies) of the Shareholder, or (b) an Affiliate which is not a competitor (excluding portfolio companies), provided that such transferee complies with "KYC/AML" obligations; or
- (ii) to its members, shareholders or partners (excluding portfolio companies) in case of liquidation or winding up of the fund referred to above, subject to applicable law,
- (d) in case the Shareholder is Vesuvius, to the Company itself in connection with the Vesuvius Repurchase or an Indirect Shareholder to effectuate a 'share conversion' enabling each Indirect Shareholder of Vesuvius to become a direct holder of Shares in the Company, representing its proportional indirect shareholding in the Company (the **Vesuvius Share Conversion**),

(each a **Permitted Transferee**), provided that (i) the Shareholder that wishes to Transfer its Shares shall notify the other Shareholders and the Supervisory Board in writing of such permitted transfer, (ii) each Permitted Transferee will become a party to this Agreement by means of executing a Deed of Adherence, (iii) as a condition to the Vesuvius Share Conversion, the Indirect Shareholders of Vesuvius will accede to the Investment Agreement and thereby accept each and every obligation of Vesuvius as specified in the Investment Agreement, including but not limited to the Second Vesuvius Repurchase (as defined in the Investment Agreement) and (iv) the Indirect Shareholder of Vesuvius and Vesuvius shall jointly (and not severally) be entitled to appoint an Observer subject to and in conformity with Clause 5.7 and the right for Vesuvius to appoint an Observer subject to and in conformity with Clause 5.7 shall terminate automatically and with immediate effect at the last date on which the Vesuvius Share Conversion in respect of the third Indirect Shareholder has taken place.

In the event of a transfer of shares to a Permitted Transferee under this Clause 11.18, Clauses through 11.14 shall not apply.

- 11.19 If a Shareholder has transferred Shares in accordance with Clause 11.18 to any entity (including a personal holding company or trustee foundation) under the Control of such Shareholder, or Shares are held at the date of this Agreement by any entity under the Control of any person, and such entity ceases to be under the Control of such Shareholder or person, the Shares held by such entity shall be retransferred immediately to such Shareholder or person and the Shareholder concerned shall cause such transfer to be promptly effected.

Lock-up

- 11.20 Except in the event of a Deemed Liquidation Event, or a transfer to a Permitted Transferee pursuant to Clause 11.18(b), no transfer of any Shares and depositary receipts granted under the ESOP to Management Board members and Key Management shall be permitted for a period of three (3) years as from the First Tranche Closing Date.
- 11.21 It shall be a condition of any transfer of Shares that:
- (a) the transferee, if not already a Party, enters into an undertaking to observe and perform the provisions and obligations of this Agreement and enjoy the benefits of it in accordance with the Deed of Adherence; and
 - (b) all Shares transferred under this Clause 11 shall be free from all liens, charges and encumbrances and shall carry all rights, benefits and advantages attached to them in accordance with this Agreement and the applicable law; and
 - (c) upon the transfer of any Shares the transferor immediately prior to such transfer shall, only if required by the other Shareholders or the Company, secure the resignations of the directors appointed upon the nomination of the transferor, with indemnification of the Company and its Subsidiaries against any claims such persons may have as a result of such resignation (but notwithstanding any claims such persons may have for the period prior to their resignation).

Agreement to co-operate

- 11.22 Each of the Parties hereby agrees to act in accordance with the provisions of this Clause 11 and to unconditionally co-operate in the effectuation of any transaction in accordance with the provisions of this Clause 11. In particular, each of the Parties agrees to waive its rights under the Articles of Association to the extent such waiver is necessary to procure that the provisions of this Clause 11 may be applied in such manner as is described in this Clause 11. Each Shareholder hereby gives an irrevocable power of attorney to the Company to sign the Deed of Adherence on its behalf.

12. ESOP

- 12.1 The ESOP of the Company is attached hereto as Exhibit 4 ESOP.

13. Information rights and audit rights

Access to books and records

- 13.1 The books and records of the Company (and its Subsidiaries, if applicable) shall be open to audit and inspection by each of the Investors and its representatives, at its own costs and expenses, during normal business hours and on two (2) Business Days' prior notice, provided, however, that the Company shall not be obligated pursuant to Clauses 13.1 and 13.3 to provide access to any information that it reasonably and in good faith considers to be a trade secret or confidential information (unless covered by an appropriate confidentiality agreement, in a form acceptable to the Company and the Investor, prior access being granted) or the disclosure of which would adversely affect the attorney-client privilege between the Company and its counsel.

Business Plan and Budget

- 13.2 The Management Board will prepare a Business Plan and a Budget no later than thirty (30) Business Days prior to the beginning of each financial year, provided that prior approval shall be required for such Business Plan and Budget in accordance with Clause 4.4 above.

General information

- 13.3 The Company agrees to furnish, through the Management Board, to the Investors the following information (which may also be furnished in electronic format):
- (a) within thirty (30) days from the end of each month: summarized profit and loss statements plus a management report;

- (b) within forty-five (45) days from the end of each quarter: (unaudited) quarterly profit and loss statements plus a management report;
 - (c) bi-annually: capitalisation tables (which will disclose the grants of options, if any, by the Company);
 - (d) annually: at least thirty (30) days before the beginning of a financial year, the Budget and Business Plan;
 - (e) prior to April 1st of the subsequent financial year, the audited annual accounts of the Company, prepared under accounting standards reasonably determined by the Supervisory Board, which are audited or reviewed, as applicable, by a certified auditor and including the signed auditor's opinion report for the preceding financial year; and
 - (f) any other information concerning the Company or the Business as per the reasonable request of an Investor.
- 13.4 Notwithstanding anything else in Clause 13.3 to the contrary, the Company may cease providing the information set forth in Clause 13.3 during the period starting with the date sixty (60) days before the Company's good-faith estimate of the date of filing of a registration statement if it reasonably concludes it must do so to comply with the SEC rules applicable to such registration statement and related offering; provided that the Company's covenants under Clause 13.3 shall be reinstated at such time as the Company is no longer actively employing its commercially reasonable efforts to cause such registration statement to become effective.
- 13.5 Notwithstanding Clauses 13.3 and 13.4, the Company shall without delay inform the Shareholders in case it is (accused or convicted of being) involved in illegal activities. The Company will immediately inform the Shareholders in case of any litigation matter (including bankruptcy and insolvency proceedings and formal investigation by any regulatory or administrative body) relating to the Company (but excluding non-material employee disputes), and will keep the Shareholders informed on a regular basis of any development in relation thereto and of the steps and actions that are being taken by and/or against the Company.
- 13.6 The Company understands that each Series C Shareholder as well as any Supervisory Director nominated by a Series C Shareholder (as the case may be), invests in, forms, operates, mentors and monitors companies (collectively, the **Recipient's Business**), and receives confidential information from many sources (including these companies) about opportunities that may involve similar, identical or competing technologies, products, processes, methodologies, services, target disease states, strategic partners or investors. The Company agrees that neither this Agreement (including any agreement or deed entered into in connection with this Agreement) nor the receipt of any confidential information hereunder shall:
- (a) subject to the agreement to invest in accordance with the terms set out in the Investment Agreement, obligate the Series C Shareholder, including any of its Affiliates, or any Supervisory Director nominated by that Series C Shareholder to invest in the Company,
 - (b) limit or prevent in any way the Series C Shareholder, including in operating any of its Affiliates or engaging in Recipient's Business or any other business, regardless of whether it is similar or identical to, or competitive with, any current or proposed business of the Company; and
 - (c) restrict the disclosure by any individual of information retained in her or his unaided memory, subject always to the provisions set forth in Clause 16 of this Agreement.
- 13.7 The Company hereby confirms and agrees that any and all prior or future activities of a Series C Shareholder that constitute the Recipient's Business shall not be deemed to constitute a Conflict of Interest for the provision of any rights or remedies of the Company hereunder or under any other agreement, and hereby waives any Conflicts of Interests to the maximum extent permitted by applicable law or regulation.

14. Tax

US tax position

- 14.1 Upon request the Management Board shall provide any Shareholder incorporated in the United States of America with:

- (a) such information as is reasonably requested by such Shareholder for the purpose of complying with any applicable US tax and filing obligations pursuant to the US Internal Revenue Code of 1986, as amended;
 - (b) an annual PFIC Information Statement completed by the Company in accordance with Section 1295 of the US Internal Revenue Code of 1986 and the applicable Treasury Regulations for the purpose of allowing such Shareholder to make and maintain a “qualified electing fund” election pursuant Section 1295 of the US Internal Revenue Code of 1986; and
 - (c) US tax representations and covenants from the Company regarding the “controlled foreign corporation” and “passive foreign investment company” tax rules under the US Internal Revenue Code of 1986, if and to the extent those can be issued by the Company.
- 14.2 The Shareholder(s) requesting the information from the Company pursuant to Clause 14.1 will provide the Company with the necessary advisory support in order for the Company to be able to prepare and deliver to the Shareholder(s) the requested information. The advisory fees and other costs incurred by the Company to facilitate this information request will be paid by the Shareholder(s) requesting such information.
- 14.3 The Management Board will provide Versant and MRLV with such information as set out in Exhibit 6 (Tax Covenants).

Risk and account

- 14.4 All taxes, duties, levies and social security premiums payable (ultimately) by a Shareholder in connection with such Shareholder’s investment under this Agreement, including the grant or ownership of Shares, are for the sole risk and account of such Shareholder.

15. Registration rights

- 15.1 The Parties hereby agree to the terms of registration rights set forth in Exhibit 8 Registration Rights attached hereto, which terms shall be incorporated into this Agreement by reference and go into full force and effect as of the execution of this Agreement.

16. Confidentiality

- 16.1 Each Party shall treat as strictly confidential all non-public information whether in writing, oral or otherwise received or obtained as a result of entering into or performing this Agreement which relates to:

- (a) the Company and/or its Subsidiaries, or their business or assets;
- (b) the provisions of this Agreement; and
- (c) the negotiations relating to this Agreement.

- 16.2 Any Party may disclose information which would otherwise be confidential if and to the extent:

- (a) the information is or becomes publicly available without breach of this Agreement;
- (b) required by the law of any jurisdiction, any securities exchange or regulatory or governmental body with competent jurisdiction to which any Party is subject or submits, wherever situated, whether or not the requirement for information has the force of law; any Party so required to disclose any confidential information shall promptly notify the other Parties, where practicable and to the extent lawful to do so, before disclosure occurs and shall to the extent lawful to do so consult with the other Parties regarding the timing and content of such disclosure and shall where practicable and to the extent lawful to do so take such action which the other Parties may reasonably request/which may reasonably be required to challenge the validity of such disclosure requirement;
- (c) disclosed to that Party’s investor committee’s (and in case of MRLV the investment team) on all information pertaining to the Company and/or its subsidiaries and the equity investment made or to be made in the Company in accordance with its reporting obligations (including, if applicable, under its fund investment documents or to the extent required for legal, tax, audit or regulatory purposes), subject to a duty of confidentiality;

- (d) disclosed to the professional advisers, auditors or bankers of that Party or its Affiliates (excluding portfolio companies), employees, consultants, officers and directors of that Party or its Affiliates (excluding portfolio companies) (subject to duties of confidentiality and only to the extent necessary for any lawful purpose);
 - (e) all other Parties have given prior written approval to the disclosure; or
 - (f) such is required to be disclosed to the direct or indirect shareholders of any Party under the terms of a binding agreement;
- provided that any such information disclosed pursuant to paragraphs (b) and/or (c) above, shall be disclosed only after consultation with the other Parties hereto.
- 16.3 Notwithstanding the provisions of Clause 16.1, a Shareholder may disclose information which would otherwise be confidential pertaining to the Company and/or its Subsidiaries, and the equity investment made or to be made in the Company in accordance with its reporting obligations (including, if applicable, under its fund investment documents or to the extent required for legal, tax, audit or regulatory purposes), to any existing or prospective investors, investor committees and/or Affiliates (excluding portfolio companies) of such Shareholder in the ordinary course of business, subject to duties of confidentiality.
- 16.4 Furthermore, it is agreed and acknowledged that each of the Shareholders will be entitled to report regularly to its investors, investor committees and/or any of its Affiliates (excluding portfolio companies) on all information pertaining to the Company and the equity investment made or to be made in the Company in accordance with its reporting obligations (including, if applicable, under its fund investment documents or to the extent required for legal, tax, audit or regulatory purposes), provided that such Affiliate is bound by confidentiality obligations.
- 16.5 The Company acknowledges that a portion of the invested capital by the Investors originates from (i) the European Recovery Program (ERP) – EIF Facility, (ii) the EIF-INNOVFIN Facility and (iii) the EIF-EFSI Facility. In addition to Clause 16.3, the Company acknowledges and agrees that the European Investment Fund and its co-investors, but excluding portfolio companies, and any third party authorized by these parties, have the right to audit the investments made by the Shareholder(s) by examining all respective relevant books and documents of the Company, either in person or by way of a duly authorized third party. The aforementioned right includes the right to conduct audits at the facilities of the Company. The Company acknowledges that part of the Investment benefits from the financial backing of the European Union under the European Fund for Strategic Investments (“EFSI”) set up under the Investment Plan for Europe. The purpose of EFSI is to help support financing and implementing productive investments in the European Union and to ensure increased access to financing. Such facility is operated by the European Investment Fund (“EIF”). In connection therewith and notwithstanding the foregoing, the Company acknowledges and agrees that the EIF, agents of the EIF, the European Court of Auditors, the European Commission, the European Anti-Fraud Office and any other competent EU institution or body, will have the right, in the terms requested by the law, to have unlimited access to the premises of the Company in order to examine and inspect all relevant books and documents of the Company and to the management of the Company (who shall diligently cooperate with the EIF, including by answering all relevant questions and providing all relevant information). Additionally, the Company acknowledges and agrees that EIF could publish information on its website regarding the investment in the Company and request additional information to prepare a show case about the Company for EIF’s promotion.
- 16.6 No Party shall, or permit any person connected with it to, make any announcement or issue any press release concerning the investment made by the Investors without the prior written approval of the Investors.
- 16.7 In case of a conflict between this Clause 16 and clause 13 of the Investment Agreement, this Clause 16 will take precedence.

17. **Duration**

- 17.1 Subject to the other provisions of this Agreement, this Agreement shall continue in full force and effect for an indefinite period of time and will terminate once the Shareholders and the Company agree in writing to terminate this Agreement, provided that this Agreement shall cease to have effect as regards a Shareholder who ceases to hold any Shares, save for any of the provisions of this Agreement which are expressed to continue in force after termination or ceasing to be a Shareholder.
- 17.2 In addition, this Agreement shall terminate:
- (a) immediately prior to the consummation of an IPO (except for Clauses 15 and 16); or
 - (b) upon a Deemed Liquidation Event resulting in one Person becoming the beneficial owner of all of the Shares or a liquidation of the Company, whichever event occurs first.

18. **Data protection**

- 18.1 Each of the Shareholders hereby consent to the processing of their personal data (in case of a Shareholder that is a registered investment company or a pooled investment fund only the name of the fund and the number of Shares such fund is holding) from time to time by the Company for the following purposes, subject to a duty of confidentiality of any person or party which may receive such data, for the following purposes:
- (a) conducting of due diligence in connection with a potential investment, financing or Deemed Liquidation Event or similar strategic transaction;
 - (b) compliance with applicable law; and
 - (c) the exchange of contact and shareholdings information amongst themselves.
- 18.2 The Company may process that personal data either electronically or manually. The personal data that may be processed by the Company for those purposes includes any information which may have a bearing on the prudence of investing in the Company. The Company shall process all personal data in accordance with applicable legislation on data protection.

19. **Anti-corruption**

- 19.1 The Company covenants and agrees that the Company and its subsidiaries shall, and shall use their best efforts to procure that any director, officer, or employee of the Company (collectively Representatives) shall, at all times comply in all material respects with all applicable anti-bribery laws and anti-corruption laws including the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act (collectively, **Anti-Corruption Laws**). The Company further represents, covenants and agrees that it shall not, and shall use its best efforts to procure that the Representatives of the Company shall not, in such capacity, directly or indirectly make, give, pay, agree, offer or promise to give any gift, contribution, payment, bribe, kickback, anything of value or similar benefit to any person or entity, including any:
- (a) elected or appointed government official or person acting for or on behalf of a government official;
 - (b) employee or person acting for or on behalf of a government official, agency, or enterprise performing a governmental function;
 - (c) political party, candidate for public office, officer, employee, or person acting for or on behalf of a political party or candidate for public office;
 - (d) employees or persons acting for or on behalf of international public organizations; or
 - (e) any other person to the extent that it would result in a violation of Anti-Corruption Laws, in each case in order to gain an improper business advantage.

- 19.2 The Company covenants and agrees that it will use its best efforts to include appropriate anti-bribery and anti-corruption provisions in its future agreements with independent contractors, representatives or agents of the Company to ensure that those independent contractors, representatives or agents of the Company shall at all times comply in all material respects with all applicable Anti-Corruption Laws.
- 19.3 The Company covenants and agrees that it will maintain books, records, and accounts which, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the Company's assets. The Company and each of its Subsidiaries will maintain systems or internal controls (including, but not limited to, accounting systems, purchasing systems and billing systems) to ensure compliance with Anti-Corruption Laws. Neither the Company or, to the knowledge of the Company, any Representative of the Company, acting in such capacity, has or shall establish or maintain any unrecorded pool of the Company funds or assets or make any false, incomplete or misleading entries on any books or records of the Company for any purpose in any case which could result in a violation by or liability of the Company pursuant to any applicable Anti-Corruption Laws.
- 19.4 No existing person (whether any legal representative, director or employee) in the Company is a Sanctioned Person. The term "**Sanctioned Person**" means (i) the governments of Sudan, North Korea, Cuba and Iran, and any subdivision, agency or instrumentality thereof, (ii) any person directly or indirectly owned or controlled by or acting on behalf of the government or any subdivision, agency or instrumentality of Sudan, North Korea, Cuba or Iran, (iii) any person engaged in any industrial, commercial, public utility or governmental project in Sudan, (iv) any person that is or has been a citizen, domiciliary or permanent resident of, or that is or has been organized under the laws of or has or had its headquarters or principal place of business in, North Korea or Cuba, (v) any person located in Iran, (vi) any person located in Burma that engages in, or if not located in Burma that predominantly derives its profits from, the development of economic resources in Burma and (vii) any individual, group, company, legal entity, governmental entity or other person identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control of the U.S. Department of Treasury or does not otherwise comply with U.S. laws relating to economic sanctions and anti-terrorism.
- 19.5 The Shareholders will use reasonable efforts to adhere to the United Nations Principles for Responsible Investment.

20. **ESG Compliance**

- 20.1 The Company shall adopt a code of ethical conduct, pursuant to which the Company shall introduce and implement policies and procedures to ensure that it adheres to and aligns its operations and strategies with environmental, social and corporate governance disclosure requirements and best practice (the **ESG Code**). The Supervisory Board will appoint one of its members to be responsible for the implementation of the ESG Code (the **ESG Director**). Each year the ESG Director will provide the Supervisory Board and the Investors with a report outlining how the Company is managing important environmental, social and corporate governance matters, what further action (if any) should be taken by the Company, how the Company has improved in its implementation of the ESG Code so far and how the Company can improve its performance in this respect further. The Company shall provide promptly upon request, such other information concerning material developments in environmental, social and corporate governance disclosure requirements and best practice and the Company's implementation of the ESG Code as the Investors may from time to time reasonably request. In case any breach of the ESG Code has occurred, the Company shall proactively inform Investors as soon as possible.

21. **CFIUS**

- 21.1 If and only if (i) CFIUS requests or requires that the Company or a Series C Shareholder file a notice or declaration with CFIUS pursuant to the DPA, with respect to a Series C Shareholder's investment in the Company (the **Covered Transaction**), or (ii) the Company or a Series C Shareholder (each of the Series C Shareholders described in (i) and (ii) a **Non-U.S. Shareholder**) determine in good faith that a filing with CFIUS with respect to the Covered Transaction is advisable or required by applicable law, then in either case, (i) or (ii): (x) the Company and such Non-U.S. Shareholder shall, and shall cause any Affiliates to, cooperate and promptly make a CFIUS filing in the requested, required or advisable form in accordance with the DPA; and (y) the Company and the Series C Shareholders shall, and shall cause any Affiliates to, use commercially reasonable efforts to obtain, as applicable, the CFIUS Satisfied Condition. For the avoidance of doubt, a Non-U.S. Shareholder shall have no obligation to accept or take any action, condition or restriction with respect to the Covered Transactions in order to achieve the CFIUS Satisfied Condition. In the event of a CFIUS Filing Requirement, neither (A) the "pay to play" provisions of the Investment Agreement nor (B) any future provisions of any other agreement serving a similar purpose with respect to a future acquisition of shares by a Non-U.S. Shareholder shall apply to any Non-U.S. Shareholder making filings pursuant to the DPA under this Clause 21.1 unless and until the date that is ten (10) Business Days after the CFIUS Satisfied Condition is achieved.

22. **Maximum liability**

- 22.1 The maximum aggregate liability of the Series C Shareholders and their respective officers, directors, affiliates, employees and agents, for any all claims, losses, costs or damages, including attorneys' and accountants' fees and expenses and costs of any nature whatsoever or claims or expenses resulting from or in any way related to a Series C Shareholder's breach of this Shareholders' Agreement, the Articles of Association, the Investment Agreement and/or any other related agreement shall be several and not joint with the other Series C Shareholders and shall not exceed amount actually invested by such Series C Shareholder pursuant to the Investment Agreement (except in the case of fraud or wilful misconduct).

23. **Invalidity**

- 23.1 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, it shall not affect or impair (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement. The Parties shall use all reasonable endeavours to replace the illegal invalid or unenforceable provision by a valid provision, the effect of which is as close as possible to the intended effect of the illegal, invalid or unenforceable provision.

24. **Notices**

- 24.1 Any notice or other communication under or in connection with this Agreement shall be in writing and shall be conclusively deemed to have been duly given:
- (a) in the case of courier or registered mail to the addresses shown below, shall be effective when received, and in any event no later than two (2) Business Days (or five (5) Business Days, if the address of the recipient is not in the same country as the sender) after dispatch when sent by courier service or registered mail; and

- (b) sent by email to the Parties (other than Sanofi and Novo who exclusively will require notices in writing by courier or registered mail and e-mail), in which case it is treated as given upon delivery on the date of delivery if delivered before 6.00 p.m. (local time at the place of destination) on any Business Day and in any other event on the Business Day following the date of delivery,

and each notice sent by courier or registered mail shall be sent by e-mail simultaneously.

- 24.2 All other notices under this Agreement can be sent in the same way but can also be sent by email (other than Sanofi and Novo who will only accept notices in writing by courier or registered mail and e-mail) at the following e-mail addresses or such other e-mail as communicated by the Party concerned to the other Parties.

- 24.3 For the purposes hereof, the addresses of the Parties shall be as specified below:

If to Gilde:

Attn. Mr Luzi
Newtonlaan 91
3584 BP Utrecht
The Netherlands
E-mail luzi@gildehealthcare.com

If to MRLV:

Attn. Mr Halse
320 Bent Street
Cambridge
Massachusetts 02141
United States of America
E-mail reza.halse@merck.com

If to the Company:

Attn. Mr Hurly
Yalelaan 60,
3584 CM
Utrecht
The Netherlands
E-mail s.hurly@lavatherapeutics.com

If to Versant:

Attn: Mr Bolzon and Mr Magni
One Sansome Street, Suite 3630
San Francisco, CA United States 94104
E-mail gmagni@versantventures.com with a copy to
cdring@versantventures.com

If to Vesuvius:

Attn: Mr Jan van der Hoeven
Onderwijsboulevard 225
5223 DE 's-Hertogenbosch
The Netherlands
E-mail: Jan.van.der.Hoeven@agrifoodhealth.nl with a copy to
erik.vandenberg@yahoo.com

If to the STAK

Attn. the Board
Onderwijsboulevard 225
5223 DE 's Hertogenbosch
The Netherlands
E-mail: Jan.van.der.Hoeven@agrifoodhealth.nl

If to **Mr Van den Berg**:
Bosscheweg 61
5261 AC Vught
The Netherlands
Email: e.vandenberg@lavatherapeutics.com

If to **Sanofi**:
Attn. Sanofi Ventures Investments Europe
Sanofi, 54 Rue La Boétie, 75008 Paris, France
With copy (which shall not constitute notice) to:
Sanofi Foreign Participations B.V.
Paasheuvelweg 25, 1105BP Amsterdam, Netherlands

If to **Pureos**:
Attn. to the Directors
BB Pureos Bioventures GP (Guernsey) Limited
Trafalgar Court, Les Banques, St. Peter Port, Guernsey GY1 3QL, Channel
Islands
With copy (which shall not constitute notice) to:
Attn. Martin Münchbach
Bellevue Asset Management AG
Seestrasse 16, 8700 Kusnacht, Switzerland
E-mail: mam@bellevue.ch

If to **Novo**:
Novo Holdings A/S
Attn. Mses Ludvigsen and Lüneborg
Tuborg Havnevej 19
DK 2900 Hellerup
Denmark
E-mail: hlud@novo.dk and nllb@novo.dk

With copy (which shall not constitute notice) to:
Novo Ventures (US), Inc.
501 2nd Street, Suite 300
San Francisco, CA 94107
Attn: Junie Lim
Email: jeql@novo.dk

If to **Ysios**:
Attn. Mr Jean-Mairet / Iñigo López-Huerta
Avda. Libertad 25 4th floor 20004
San Sebastián (Guipúzcoa)
Spain
Email: jjean-mairet@ysioscapital.com / ilopez-huerta@ysioscapital.com

If to **Redmile**
Attn. Mr Joshua Garcia
c/o Redmile Group, LLC
One Letterman
Drive Building D, Suite D3-300
San Francisco, CA 94129 USA
United States of America
E-mail: operations@redmilegrp.com

With a copy (which shall not constitute notice to)
Redmile Group, LLC
One Letterman Drive
Building D, Suite D3-300
San Francisco, CA 94129 USA
Attn: Legal Department
Email: Redmile_legal@redmilegrp.com

24.4 A Party may change or supplement the contact details for service of any notice pursuant to this Agreement, or designate additional addressees for the purpose of this Clause 24 by giving the other Parties written notice of the new contact details in the manner set out in this Clause 24.

24.5 The provisions of this Clause 24 shall not apply in relation to the service of documents for the purpose of litigation.

25. General provisions

25.1 Entire Agreement

This Agreement and the Exhibits hereto set out the entire agreement and understanding between the Parties in connection with the subject matter of this Agreement, supersede any previous agreement including undertakings, arrangements, understandings or statements of any nature (whether oral or written) between the Parties with respect thereto, including but not limited to the term sheet dated 16 June 2020, as amended and restated on 10 July 2020 and 6 August 2020 successively, and any previous shareholders agreement(s) regarding the Company.

25.2 Amendments

Any term of this Agreement may be amended, modified or terminated and the observance of any term of this Agreement may be waived (either generally or in a particular instance, and either retroactively or prospectively) only in writing and with the written and signed consent of (a) a Qualified Board Majority and (b) a Qualified Preferred Majority provided that any provision hereof may be waived by any waiving party on such party's own behalf, without the consent of any other party. Notwithstanding the foregoing, (i) this Agreement may not be amended with respect to any Party so as to affect such Party in a manner materially different or disproportionate to other Parties, without the written consent of such Party, (ii) Clause 5 may not be amended with respect to any Party so as to adversely affect such Party, without the written consent of such Party (iii) Clauses 11.15, 13.6 and any CFIUS related provisions (including, but not limited to Clause 21 and any related definitions) may not be amended without the written consent of Novo and Sanofi. Any amendment, modification, termination, or waiver effected in accordance with this Clause 25.2 be binding on all parties hereto, regardless of whether any such party has consented thereto. No waivers of or exceptions to any term, condition, or provision of this Agreement, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such term, condition, or provision. Notwithstanding the foregoing and subject to prompt written notice to the other Parties, Clause 24 may be amended by the Company after the date of this Agreement without the consent of the other Parties to (i) amend or modify the information regarding a Party upon written request of such Party and (ii) add information regarding any additional Person who becomes a party to this Agreement in accordance with its terms.

25.3 Third Party Stipulation

In the event any third party stipulation (*derdenbeding*) is accepted by a third party, such third party shall not become a party to this Agreement.

25.4 Discrepancies

In the event of any discrepancies or contradictions between this Agreement and the Articles of Association, this Agreement shall prevail to the extent permitted under the laws of the Netherlands.

25.5 Waiver

Each of the Parties hereby waives, to the extent allowed under Dutch law, its right under articles 6:228 and 6:265 to 6:272 inclusive to have this Agreement rescinded (*ontbonden*) and/or annulled (*vernietigd*) or to claim in legal proceedings the rescission (*ontbinding*), and/or annulment (*vernietiging*) in whole or in part thereof and their rights under article 6:230 of the Dutch Civil Code to request in legal proceedings the amendment of this Agreement, or to cancel or terminate (*opzeggen*) this Agreement.

25.6 Assignment or encumbrance

No Party may assign this Agreement (*contractsoverneming*) or assign or encumber any of its rights thereunder without (i) the prior written consent of the other Parties and (ii) compliance with Clause 11, provided a Shareholder can Transfer its rights to a transferee of Shares in accordance with this Agreement.

25.7 Further action

If at any time after the date of this Agreement, any further action is necessary or desirable in order to implement this Agreement, each Party shall at its own cost execute and deliver any further documents and take all such necessary action as may reasonably be requested from each of such party.

25.8 No implied waiver

Nothing shall be construed as a waiver under this Agreement unless a document to that effect has been signed by the Parties or notice to that effect has been given.

The failure of a Party to exercise any right under this Agreement (which shall include the granting by a Party to either (any) of the other Parties of an extension of time in which to perform its obligations under any provision hereof) shall not be deemed to constitute a waiver of the right to exercise any such right in the future.

25.9 Applicable law

This Agreement and any non-contractual obligations arising out of, or in connection with, it shall be governed by, and interpreted in accordance with the laws of the Netherlands.

25.10 Jurisdiction

The Parties agree that any dispute in connection with this Agreement or any agreement resulting therefrom shall be submitted to the exclusive jurisdiction of the competent court in Amsterdam.

[Signature pages follow]

This Agreement has been signed by the Parties (or their duly authorised representatives) on the date stated at their signatures below:

LAVA Therapeutics B.V.

By: Stephen Hurly
Title: Managing Director
Date: _____ September 2020

Coöperatieve Gilde Healthcare IV U.A.

By: Gilde Healthcare IV Management B.V.
Title: Managing Director
By: Gilde Healthcare Holding B.V.
Title: Managing Director
By: Edwin de Graaf
Title: Managing Director
Date: _____ September 2020

Versant Venture Capital VI, L.P.

By: Versant Venture Capital VI, L.P.
By: Versant Ventures VI GP, L.P.
By: Versant Ventures VI GP-GP, LLC
Its: General Partner
By: Robin L. Praeger
Title: Managing Director
Date: _____ September 2020

Stichting Administratiekantoor LAVA Therapeutics

By: Biox Management B.V.
Title: Managing Director
By: Mr. J.C.M. van der Hoeven
Title: Managing Director
Date: _____ September 2020

Coöperatieve Gilde Healthcare IV U.A.

By: Gilde Healthcare IV Management B.V.
Title: Managing Director
By: Gilde Healthcare Holding B.V.
Title: Managing Director
By: Martemanshurk B.V.
Title: Managing Director
By: Pieter van der Meer
Title: Managing Director
Date: _____ September 2020

Versant Vantage I L.P.

By: Versant Vantage I, L.P.
By: Versant Vantage I GP, L.P.
By: Versant Vantage VI GP-GP, LLC
Its: General Partner
By: Robin L. Praeger
Title: Managing Director
Date: _____ September 2020

MRL Ventures Fund, LLC

By: Reza Halse
Title: President
Date: _____ September 2020

Mr Erik Jan van den Berg

Date: _____ September 2020

Shareholders' Agreement

Vesuvius Holding B.V.

By: Biox Management B.V.
Title: Managing Director
By: Mr. J.C.M. van der Hoeven
Title: Managing Director
Date: _____ September 2020

Novo Holdings A/S

By: Thomas Dyrberg by specific power of attorney
Title: Managing partner
Date: _____ September 2020

Ysios BioFund III FCRE

By:
Title:
Date: _____ September 2020

BB Pureos Bioventures, LP

By: BB Pureos Bioventures GP (Guernsey)
Limited, its General Partner
By
Title:
Date: _____ September 2020

Sanofi Foreign Participations B.V.

By: Pieter W. Oldenziel
Title: Managing director
Date: _____ September 2020

Redmile Biopharma Investments II, L.P.

By: Redmile Biopharma Investments II (GP),
LLC, its general partner
By: Joshua Garcia
Title: Chief Financial Officer
Date: _____ September 2020

Biox Biosciences B.V.

By: Mr. J.C.M. van der Hoeven
Title: Managing Director
Date: _____ September 2020

Lupus Ventures B.V.

By: Lupus Management B.V.
Title: Managing Director
By: C.L.J. de Wolff Holding B.V.
Title: Director
By: Mr. C.L.J. de Wolff
Title: Managing Director
Date: _____ September 2020

E. van den Berg Holding B.V.

By: Mr Erik Jan van den Berg
Title: Managing Director
Date: _____ September 2020

Exhibit 1 Cap table

Part A: Issued capital of the Company subsequent to First Tranche Closing

Issued capital (subsequent to First Tranche Closing):

- 1,275 Ordinary Shares
- 4,695 Series A Shares
- 17,646 Series B Shares
- 18,705 Series C Shares

<u>Shareholder</u>	<u>No. of Ordinary Shares</u>	<u>No. of Series A Shares</u>	<u>No. of Series B Shares</u>	<u>No. of Series C Shares</u>
Vesuvius	750	4,450	0	263
Mr Van den Berg	0	245	0	0
STAK	525	0	0	0
Gilde	0	0	7,720	3,164
Versant VI	0	0	7,720	2,260
Versant Vantage I	0	0	0	904
MRLV	0	0	2,206	791
Novo	0	0	0	3,956
Sanofi	0	0	0	2,373
Redmile	0	0	0	2,357
Ysios	0	0	0	1,582
Pureos	0	0	0	1,055
Total	1,275	4,695	17,646	18,705

Relevant Securities (other than Shares):

Allocated:

<u>Employee</u>	<u>US ESOP</u>	<u>Dutch ESOP</u>	<u>Founder Depository Receipts</u>
A. van Elsas		60	
L. Bevaart		30	
E. Ensing		60	
P. Allison	151		
P. Parren		602	
P. Machielsen		30	
R. Roovers		30	
P. Ros		100	
S. Hurly	1054		
T. Riedl		30	
T. Adang		211	
H. Van der Vliet			350
T. de Gruijl			175
B. Winograd	[452*]		
D. Wittrup	[30*]		
Total	<u>1205</u>	<u>1153</u>	<u>525</u>

* To be formalized.

Unallocated:

ESOP: 5,078 – 2,883 = 2,195 unallocated.

Part B: Issued capital of the Company subsequent to Second Tranche Closing

Issued capital (subsequent to Second Tranche Closing):

- 525 Ordinary Shares
- 1,445 Series A Shares
- 17,646 Series B Shares
- 40,277 Series C Shares

<u>Shareholder</u>	<u>No. of Ordinary Shares</u>	<u>No. of Series A Shares</u>	<u>No. of Series B Shares</u>	<u>No. of Series C Shares</u>
Vesuvius	0	1,200	0	567
Mr Van den Berg	0	245	0	0
STAK	525	0	0	0
Gilde	0	0	7,720	6,813
Versant VI	0	0	7,720	4,866
Versant Vantage I	0	0	0	1,947
MRLV	0	0	2,206	1,703
Novo	0	0	0	8,518
Sanofi	0	0	0	5,110
Redmile	0	0	0	5,076
Ysios	0	0	0	3,406
Pureos	0	0	0	2,271
Total	525	1,445	17,646	40,277

Relevant Securities (other than Shares)

Allocated:

STAK: To be confirmed by the Company on the Second Tranche Closing Date

ESOP: To be confirmed by the Company on the Second Tranche Closing Date

Unallocated:

STAK: To be confirmed by the Company on the Second Tranche Closing Date

ESOP: To be confirmed by the Company on the Second Tranche Closing Date

Part C: Issued capital of the Company subsequent to Third Tranche Closing

Issued capital (subsequent to Third Tranche Closing):

- 525 Ordinary Shares
- 1,445 Series A Shares
- 17,646 Series B Shares
- 63,706 Series C Shares

<u>Shareholder</u>	<u>No. of Ordinary Shares</u>	<u>No. of Series A Shares</u>	<u>No. of Series B Shares</u>	<u>No. of Series C Shares</u>
Vesuvius	0	1,200	0	897
Mr Van den Berg	0	245	0	0
STAK	525	0	0	0
Gilde	0	0	7,720	10,777
Versant VI	0	0	7,720	7,697
Versant Vantage I	0	0	0	3,080
MRLV	0	0	2,206	2,693
Novo	0	0	0	13,472
Sanofi	0	0	0	8,082
Redmile	0	0	0	8,029
Ysios	0	0	0	5,387
Pureos	0	0	0	3,592
Total	525	1,445	17,646	63,706

Relevant Securities (other than Shares):

Allocated:

STAK: To be confirmed by the Company on the Third Tranche Closing Date

ESOP: To be confirmed by the Company on the Third Tranche Closing Date

Unallocated:

STAK: To be confirmed by the Company on the Third Tranche Closing Date

ESOP: To be confirmed by the Company on the Third Tranche Closing Date

Shareholders' Agreement

Part 1

Management Board Reserved Matters

1. any transaction with any related party or parties that, in the aggregate, exceeds ten percent (10%) of the approved budget;
2. any resolution of the Management Board to enter into a CTA and/or IND application procedure;
3. any transaction or series of transactions that in the aggregate would result in the incurrence by the Company of indebtedness for borrowed money, including guarantees of the obligations of others and capitalized leases and similar financing arrangements in excess of one hundred thousand Euros (€ 100,000);
4. guarantee any indebtedness;
5. modification of the strategy of the Company's activities, including, without limitation, the determination and modification of the Budget, including Business Plan;
6. the appointment, suspension and dismissal of any key executive (including the CEO, CMO, CSO and any Managing Director), any decision concerning the contractual relationship between the Company on the one hand and any key executive on the other, and the grant of any debt owed by or to a key executive;
7. initiate any litigation;
8. the appointment of agents or any financial or legal advisors in connection to the listing of the Company's shares on a stock exchange market;
9. any transaction relating to intellectual property rights owned or controlled by the Company or a third party;
10. disposing of any material asset of the Company or terminating the business of the Company or a substantial part thereof involving an amount exceeding one hundred thousand Euros (€ 100,000);
11. establishment of pension plans and granting pension rights in excess of those arising from existing arrangements;
12. the application to have Shares listed at a stock exchange as well as any action to prepare for such listing;
13. undertaking any such legal acts as will be determined and clearly defined by the Supervisory Board and notified to the Management board in writing;
14. direct or indirect participation in the capital of another company and changing the size of such participation;
15. long term direct or indirect cooperation with another company, entity or person involving an amount exceeding one hundred thousand Euros (€ 100,000), including termination of such cooperation;
16. any (voluntary) dissolution and liquidation of the Company, (including the appointment and remuneration of the liquidator(s));
17. incorporation, relocation or liquidation of subsidiaries, branches or enterprises, purchase or sale of shareholdings in other companies as well as the purchase of other businesses in whole or in essential parts;

Management Board Reserved Matters

18. any acquisition, investment, capital expenditure, sale or lease of assets, major licensing or distribution agreement, or creation of a contract to the extent that (i) such transaction or series of related transactions has a cost or value to the Company exceeding one hundred thousand Euros (€ 100,000) in the aggregate over a twelve-month period and (ii) was not budgeted for in the annual budget (excluding ordinary business);
19. disposal of intellectual property rights and the conclusion or termination of patent, license, knowhow and cooperation agreements in relation to intellectual property, if and insofar such disposal, conclusion or termination exceeds the ordinary course of business of the Company or the disposal or series of related disposals of any other essential assets of the Company outside the ordinary course of business for a value exceeding one hundred thousand Euros (€ 100,000) in the aggregate;
20. granting of security interests over the Company's assets, provision of personal securities, guarantees and joint liabilities as well as acceptance of liabilities, except for such measures that are within the ordinary course of business of the Company;
21. conclusion, modification or termination of any contract, financial arrangement or other transaction between, on the one hand, the Company or one of its Affiliates (if any) and, on the other hand: (i) a Shareholder or (ii) a manager of the Company or (iii) a related Person of a Shareholder or of a manager of the Company;
22. amendment of the ESOP, grant of options under the ESOP or depository receipts under the STAK, or adopting a new plan to incentivise key employees;
23. determination of remuneration and bonuses of key employees;
24. proposal to dissolve and liquidate the Company or filing for bankruptcy (*faillissementsaanvraag*) or filing for a suspension of payments (*surseance van betaling*) on behalf of the Company;
25. borrow or lend money or enter into any other financing transactions, excluding ordinary business;
26. initiation of a sales process in relation to the fifty percent (50%) or more of the Shares of the Company or a substantial part of its assets;
27. enter into settlement agreements or conduct any litigation, except for (i) legal actions that cannot be postponed or the purpose of which is solely to reserve rights and for (ii) for measures taken to collect money claims on account of goods delivered or services rendered by the Company;
28. increase or decrease the minimum coverage of the Company's directors' and officers' liability insurance; and
29. purchase (*inkoop*) of Shares in the Company's own capital, shares in the capital of any Subsidiary or depository receipts (*certificaten van aandelen*), representing any such Shares or the delegation of powers with respect to the approval of the purchase of the Company's own Shares.

General Meeting Reserved Matters

1. any merger or consolidation and a sale, lease, transfer, exclusive license or other disposition of all or substantially all of the stock or assets of the Company, including by way of an IPO or Deemed Liquidation Event;
2. any amendments to either the Management Board or the Supervisory Board, including but not limited to its size and composition;
3. any amendment to the Company's Articles of Association or this Agreement;
4. issuance of Shares or other securities (including convertible bonds, options and warrants);
5. exclusion or limitation of pre-emption rights in case of issuance of Shares or a grant of rights to subscribe for Shares in the Company's capital;
6. transfer or revoking the authority to exclude or limit pre-emption rights to another corporate body;
7. transfer or revocation of the authority to issue Shares or other securities (including convertible bonds, options and warrants) to another corporate body;
8. reduction of the Company's issued capital;
9. statutory merger (*juridische fusie*) and statutory demerger (*juridische splitsing*);
10. remuneration and further terms and conditions of employment for each of the members of the Management Board and the remuneration of the Supervisory Board;
11. changing accounting principles and policies;
12. reclassify, alter or amend any existing Share; including, without limitation, any amendment of rights attached to the (different series of) Shares and/or decision relating to a replacement of Shares of one series with Shares of another class and/or any other deviation from the principles set out in this Agreement in a manner that affects the rights tied to Preferred Shares;
13. the grant of profit rights;
14. any declaration or payment of a dividend or any other distribution of profits or reserves;
15. appointing, suspending, dismissing or releasing from liability (*décharge verlenen*) any Managing Directors or determine or vary any terms of their appointment (including the employment conditions and remuneration of the Managing Directors);
16. determining or amending the terms of appointment (including remuneration) of the Supervisory Directors;
17. adopting schemes or arrangements in relation to the granting of bonuses or profit rights to Managing Directors or employees of the Company;
18. the appointment, revocation and remuneration of the statutory auditor;
19. the adoption of the Company's annual accounts;
20. redemption of Shares;
21. any transaction or series of transactions that in the aggregate would result in the incurrence by the Company of indebtedness for borrowed money, including guarantees of the obligations of others and capitalized leases and similar financing arrangements in excess of one hundred thousand Euros (€ 100,000);

General Meeting Reserved Matters

22. guarantee any indebtedness;
23. transfer of the registered office of the Company outside the Netherlands; and
24. changing the nature of the Company's business.

Shareholders' Agreement

Exhibit 6 Tax Covenants

1. Tax Covenants

1.1 Controlled Foreign Corporation.

- (a) Except with the prior written consent of VERSANT and MRLV or as a result of the SECOND TRANCHE CLOSING OR THIRD TRANCHE CLOSING (as defined in the INVESTMENT AGREEMENT), the COMPANY shall use commercially reasonable efforts to avoid the COMPANY and any Subsidiary that the COMPANY controls (together, the **GROUP COMPANIES**) becoming a controlled foreign corporation (**CFC**) as defined in Section 957 of the Internal Revenue Code of 1986, as amended (the **CODE**). Upon request of either of VERSANT or MRLV the COMPANY shall make due inquiry with its U.S. tax advisors in connection with any change to the capitalization table of any GROUP COMPANY, and in addition at least annually, regarding the status of each of the GROUP COMPANIES as a CFC. Upon request of either of VERSANT or MRLV the COMPANY shall use commercially reasonable efforts to provide VERSANT and/or MRLV with a report, prepared by U.S. tax advisors for the COMPANY acceptable to VERSANT and MRLV, regarding each of the GROUP COMPANIES' status as a CFC and whether VERSANT or MRLV is required to include any gross income on their U.S. federal income tax return due any GROUP COMPANY'S status as a CFC. Upon request of either of VERSANT or MRLV the COMPANY shall provide VERSANT and/or MRLV with access to other GROUP COMPANY information as may be required to determine each GROUP COMPANY'S status as a CFC, to verify whether any GROUP COMPANY was a CFC for each fiscal year and to determine whether VERSANT and/or MRLV is required to include any amount of a GROUP COMPANY'S undistributed earnings in its gross income for U.S. federal income tax purposes.
- (b) If any Group Company is, in the reasonable opinion of the Company's tax advisors or the reasonable opinion of VERSANT or MRLV, a CFC the Company shall upon request of VERSANT or MRLV: (a) use its commercially reasonable efforts to avoid the Group Company generating any income of a character that would be includible in the gross income of VERSANT or MRLV under Section 951 of the CODE and (b) to the extent permitted by law, pay to VERSANT and/or MRLV (whether by way of distribution or otherwise) an amount equal to 50% of the undistributed earnings of any GROUP COMPANY that are included in the gross income of VERSANT and/or MRLV, pursuant to Section 951 of the CODE. Payment under this Section shall be made not later than 45 days following the end of VERSANT's and/or MRLV's applicable taxable year.

1.2 Passive Foreign Investment Company.

- (c) Except with the prior written consent of VERSANT and MRLV, the COMPANY shall upon request of either of VERSANT or MRLV use commercially reasonable efforts to avoid any GROUP COMPANY being a passive foreign investment company (**PFIC**) as defined in Section 1297 of the CODE, and if any GROUP COMPANY is a PFIC to avoid generating income that would be includible in the gross income of VERSANT or MRLV pursuant to Section 1293 of the CODE. Upon request of either of VERSANT or MRLV the COMPANY shall make due inquiry with its U.S. tax advisors regarding any GROUP COMPANY's status as a PFIC at least annually and when reasonably requested by VERSANT or MRLV. If any GROUP COMPANY is a PFIC, or if there is a likelihood of a GROUP COMPANY being a PFIC for any taxable year, the COMPANY shall upon request of either of VERSANT or MRLV, promptly notify VERSANT or MRLV of such status or risk, as the case may be. The COMPANY shall, upon request of either of VERSANT or MRLV, use commercially reasonable efforts to provide VERSANT or MRLV with an accurate and complete PFIC Annual Information Statement from each of the Group Companies in the form set out in Annex 9.2. The COMPANY will upon request of either of VERSANT or MRLV permit VERSANT or MRLV to inspect and copy any GROUP COMPANY's permanent books of account, records, and such other GROUP COMPANY documents as are necessary to establish that the GROUP COMPANY's ordinary earnings and net capital gain are computed in accordance with U.S. income tax principles.

- (d) If either of VERSANT or MRLV makes a qualified electing fund election (**QEF Election**) pursuant to Section 1295 of the CODE with respect to its investment in any GROUP COMPANY and VERSANT or MRLV is required to include an amount in gross income for a particular taxable year pursuant to Section 1293 of the CODE, the COMPANY shall upon request of either of VERSANT or MRLV, to the extent permitted by law, pay VERSANT or MRLV (whether by way of a distribution or otherwise) 50% of the amount that VERSANT or MRLV is required to include in gross income as set forth in a properly completed PFIC Annual Information Statement for such year. Payment under this Section shall be made not later than 45 days following the end of VERSANT's or MRLV's applicable taxable year.

1.3 Tax Classification and Elections.

- (e) The COMPANY shall use commercially reasonable efforts not to change its characterization as a corporation for United States federal income tax purposes without the prior written consent of VERSANT and MRLV.
- (f) The COMPANY shall, and shall cause the other Group Companies to, make or refrain from making any U.S. tax election that VERSANT or MRLV reasonably requests the GROUP COMPANY to make or refrain from making provided such elections do not adversely impact the SHAREHOLDERS other than VERSANT and MRLV.

1.4 Information and Reporting Requirement Support.

- (g) (If VERSANT or MRLV or any of its PARTNERS determines that it is subject to U.S. tax filing, information, and reporting requirements that require the disclosure of information about any GROUP COMPANY or GROUP COMPANY transactions not readily available to VERSANT or MRLV, the COMPANY agrees to use commercially reasonable efforts to provide such information to VERSANT or MRLV as may be necessary to allow VERSANT or MRLV (and its PARTNERS if applicable) to fulfil their U.S. tax filing, information, and reporting obligations. The COMPANY will use commercially reasonable efforts to comply, and to cause any other GROUP COMPANY to comply, with all record-keeping, reporting, and other reasonable requests necessary to comply with any applicable U.S. tax law or to allow VERSANT and MRLV (or its PARTNERS, if applicable) to comply with the applicable provisions of U.S. tax law with respect to the direct or indirect ownership of the GROUP COMPANIES. The term PARTNER means each shareholder, partner, member or other equity holder of VERSANT and MRLV and any person holding an option to acquire a share, partnership interest, membership interest or other equity interest in VERSANT or MRLV and any direct or indirect equity owner of such shareholder, partner, member, other equity holder or option holder.

1.5 Withholding Taxes.

- (h) If any Group Company is required to deduct and withhold taxes on any payment or income allocable to VERSANT or MRLV, at the written request of VERSANT or MRLV, the Company will use reasonable best efforts to assist VERSANT or MRLV or any of its PARTNERS in obtaining any available reduced rate of, exemption from, or refund of such tax (including the obtaining of a valid certificate issued by the applicable tax authority prescribing such reduced rate or exemption), pursuant to any applicable tax treaty or applicable law, provided VERSANT or MRLV or the applicable PARTNER timely provides the applicable GROUP COMPANY with all necessary forms and information to establish a reduced rate of, exemption from, or refund of such tax.
- (i) Upon request of either of VERSANT or MRLV the COMPANY shall request from its shareholders, no less frequently than the time or times prescribed by applicable law, such information, documentation or certification as may be required by applicable law to determine whether withholding may be required with respect to the shareholder's interest in the COMPANY or in connection with tax filings in any jurisdiction in which or through which the COMPANY invests, including any information or certification required for the COMPANY (or any other entity in which the COMPANY directly or indirectly invests) to comply with any tax return or information filing requirements or to obtain a reduced rate of, or exemption from, any applicable tax, whether pursuant to the laws of such jurisdiction or an applicable tax treaty. Furthermore, in the case of an

entity in which the COMPANY directly or indirectly invests, upon request of either of VERSANT or MRLV the COMPANY shall forward to such entity any applicable information, documentation, or certifications from the Company's shareholders, along with any such information, documentation, or certification required of the COMPANY, as and when necessary to establish a reduced rate of, exemption from, or refund of such tax.

1.6 Implementation.

- (j) Upon request of either of VERSANT or MRLV the COMPANY shall consult with its U.S. tax advisors to insure compliance with the covenants set forth in this Section 9.
- (k) To the extent any consent, affirmative vote, or other action is required by the COMPANY, its officers or directors, or any of the SHAREHOLDERS to implement the provisions of this Section 9, all SHAREHOLDERS shall consent, vote or take any other action at the applicable time. The COMPANY, its officers and directors, and each SHAREHOLDER shall use commercially reasonable efforts to fully cooperate in carrying out the provisions of this Section as required after the FIRST TRANCHE CLOSING DATE (AS DEFINED IN THE INVESTMENT AGREEMENT).

Exhibit 7 Deed of Adherence

This deed (this Deed) is made on [•]

BY:

- (1) [** B.V.] a private company with limited liability (besloten vennootschap) incorporated under the laws of the Netherlands, having its corporate seat in [**] and its registered office address at [**], and registered with the Dutch trade register under number [**] (the **New Shareholder**); and
- (2) [** B.V.] a private company with limited liability (besloten vennootschap) incorporated under the laws of the Netherlands, having its corporate seat in [**] and its registered office address at [**], and registered with the Dutch trade register under number [**] (the **Original Shareholder**).
- (3) **LAVA Therapeutics B.V.**, a private company with limited liability (besloten vennootschap met beperkte aansprakelijkheid) incorporated under the laws of the Netherlands, having its seat (statutaire zetel) in 's Hertogenbosch, the Netherlands, its principal place of business at Yalelaan 60, 3584 CM Utrecht, the Netherlands and registered under number 65335740 with the Trade Register (the **Company**).

WHEREAS:

- (4) On [•] 2020, the Parties (as defined in the Agreement) entered into an amended and restated shareholders agreement dated (the **Agreement**).
- (5) Defined terms included in the Agreement has the same meaning unless specifically specified otherwise in this Deed.
- (6) The New Shareholder has [purchased/subscribed for] or proposes to [purchase/subscribe for] [•] [Ordinary] [Series A] [Series B] [Series C] Shares of [EUR 0.01] each in the capital of LAVA Therapeutics B.V., a private company with limited liability (besloten vennootschap met beperkte aansprakelijkheid) incorporated under the laws of the Netherlands, having its seat (statutaire zetel) in 's Hertogenbosch, the Netherlands, its principal place of business at Onderwijsboulevard 225, 5223 DE 's-Hertogenbosch, the Netherlands and registered under number 65335740 with the Trade Register (the **Company**) [from the Original Shareholder].
- (7) (4) This Deed is made by the New Shareholder in compliance with clause [11.1 / 11.18 / 11.21] of the Agreement.

IT IS AGREED as follows:

1. The New Shareholder confirms that it has been supplied with a copy of the Agreement.
2. [The New Shareholder has [purchased/subscribed for] or proposes to [purchase/subscribe for] [•] Shares [•] of EUR [•] each in the capital of the Company at a subscription price of EUR [•] per share and agrees to hold the shares subject to the Articles of Association.] [In consideration of the sum of EUR [•] paid on the date hereof, the Original Shareholder shall forthwith transfer to the New Shareholder [•] Shares [•] together with the right to receive all dividends accrued thereon as at the date of transfer subject to the Articles of Association.] The Company shall register the New Shareholder in the shareholders' register as the holder of [•] [•] Shares [•].]
3. The New Shareholder undertakes to be bound by the Agreement in all respects as if the New Shareholder was a party to the Agreement and named in it as a Shareholder and to observe and perform all the provisions and obligations of the Agreement applicable to or binding on a Shareholder under the Agreement insofar as they fall to be observed or performed on or after the date of this Deed.
4. This Deed is made for the benefit of (a) the "Parties" to the Agreement and (b) every other person who after the date of the Agreement (and whether before or after the execution of this Deed) assumes any rights or obligations under the Agreement or who adheres to it.
5. The contact details of the New Shareholder for the purposes of clause [17] of the Agreement are as follows:

[Name New Shareholder]

Address: _____

E-mail: _____

Attention: _____

This Deed is governed by and must be construed in accordance with the laws of the Netherlands.

This deed has been duly executed on the date inserted on the front page of this deed by:

[New Shareholder]

[New Shareholder]

By:
Title:

By:
Title:

[Original Shareholder]

[Original Shareholder]

By:
Title:

By:
Title:

For acceptance by the Company as attorney on behalf of the "Parties" to the Agreement

LAVA Therapeutics B.V.

LAVA Therapeutics B.V.

By:
Title:

By:
Title:

Exhibit 8 Registration Rights

1. Applicability of rights

- 1.1 The Shareholders shall be entitled to the following rights with respect to any potential public offering of the Ordinary Shares in the United States, and shall be entitled to reasonably analogous or equivalent rights with respect to any other offering of the Company's securities in any other jurisdiction in which the Company undertakes to publicly offer or list such securities for trading on a recognised securities exchange.

2. Definitions

For the purposes of this Exhibit 8 Registration Rights:

“**Affiliate**” means, with respect to any specified Person, any other Person who, directly or indirectly, controls, is controlled by, or is under common control with such Person, including without limitation any general partner, managing member, officer, director or trustee of such Person, or any venture capital fund or registered investment company now or hereafter existing that is controlled by one or more general partners, managing members or investment adviser of, or shares the same management company or investment adviser with, such Person.

“**Demand Notice**” has the meaning given in paragraph 3.1 of Exhibit 8 Registration Rights.

“**Exchange Act**” means the United States Securities Exchange Act of 1934, as amended, or any similar successor federal statute, and the rules and regulations of the SEC thereunder, all as the same shall be in effect at the time;

“**Form F-3**” means such respective form under the Securities Act as is in effect on the date hereof or any successor registration form under the Securities Act subsequently adopted by the SEC which permits inclusion or incorporation of substantial information by reference to other documents filed by the Company with the SEC;

“**Form S-3**” means such form under the Securities Act as in effect on the date hereof or any successor or similar registration form under the Securities Act subsequently adopted by the SEC which permits inclusion or incorporation of substantial information by reference to other documents filed by the Company with the SEC;

“**Holder**” means, for purposes of this Exhibit 8 Registration Rights, any person owning or having the rights to acquire Registrable Securities or any permitted assignee of record of such Registrable Securities to whom rights under this Exhibit 8 Registration Rights have been duly assigned in accordance with this Agreement;

“**Initiating Holders**” has the meaning given in paragraph 3.2 of Exhibit 8 Registration Rights.

“**Registration**”, “**register**”, “**registered**” or “**registration**” refer to a registration effected by preparing and filing a registration statement which is in a form which complies with, and is declared effective by the SEC in accordance with, the Securities Act;

“**Registrable Securities**” means: (i) any Ordinary Shares of the Company issuable or issued or re-designated upon conversion of the Preferred Shares outstanding immediately prior to the effective date of the registration statement for an IPO; (ii) any other Ordinary Shares held by any holder of Preferred Shares immediately prior to the effective date of the registration statement for an IPO and (iii) any Ordinary Shares issued (or issuable upon the conversion or exercise of any warrant, right, or other security that is issued) as a dividend or other distribution with respect to, or in exchange for or in replacement of, the shares referenced in clauses (i) or (ii) above. Notwithstanding the foregoing, “Registrable Securities” shall exclude any Registrable Securities sold by a person in a transaction in which rights under this Exhibit 8 Registration Rights are not assigned in accordance with this Agreement and any shares for which registration rights have terminated pursuant to paragraph 9 below;

“**Registrable Securities Then Outstanding**” means the number of Ordinary Shares that are Registrable Securities and are then issued and outstanding or issuable upon conversion of the Preferred Shares then issued and outstanding;

“**Registration Expenses**” means all expenses incurred by the Company in complying with paragraphs 3, 4 and 5 hereof, including, without limitation, all registration and filing fees, printing

expenses, fees and disbursements of one counsel for the Holders (not to exceed \$75,000 per registration), reasonable fees and disbursements of counsel for the Holders, Blue Sky fees and expenses and the expense of any special audits incident to or required by any such registration (but excluding the compensation of regular employees of the Company which shall be paid in any event by the Company);

“**Request Notice**” has the meaning given in paragraph 3.1 of Exhibit 8 Registration Rights.

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

“**Securities Act**” means the United States Securities Act of 1933, as amended, or any similar successor federal statute, and the rules and regulations of the SEC thereunder, all as the same shall be in effect at the time; and

“**Selling Expenses**” means all underwriting discounts and selling commissions applicable to the sale of Registrable Securities pursuant to paragraphs 3, 4 and 5 hereof.

“**Violation**” has the meaning given in paragraph 8.1 of Exhibit 8 Registration Rights.

For purposes of this Exhibit 8 Registration Rights, reference to registration of securities under the Securities Act and the Exchange Act shall be deemed to mean the equivalent registration in a jurisdiction other than the United States as designated by such Holders, it being understood and agreed that in each such case all references in this Agreement to the Securities Act, the Exchange Act and rules, forms of registration statements and registration of securities thereunder, U.S. law and the SEC, shall be deemed to refer, to the equivalent statutes, rules, forms of registration statements, registration of securities and laws of and equivalent government authority in the applicable non-U.S. jurisdiction.

3. Demand Registration

3.1 Request by Holders. Subject to the conditions of this paragraph 3.1, if the Company shall receive at any time after the earlier of (i) three (3) years after the date hereof and (ii) one hundred eighty (180) days following an IPO, a written request from the Holders of 30% or more of the Registrable Securities Then Outstanding that the Company shall file a registration statement covering the registration of some or all of the Registrable Securities held by such Holders (a “**Demand Notice**”) in accordance with this paragraph 3.1, then the Company shall, within ten (10) Business Days of the receipt of a Demand Notice, give written notice of such proposed registration to all other Holders (a “**Request Notice**”) and shall offer to include in such proposed registration any Registrable Securities requested to be included in such proposed registration by such other Holders who respond in writing to the Company’s notice within thirty (30) days after delivery of such notice (which response shall specify the number of Registrable Securities proposed to be included in such registration). The Company shall effect, as soon as practicable, such registration of the Registrable Securities under the Securities Act on an appropriate form, including Form F-3 or Form S-3, if available, which the Company has been so requested to register; provided, however, that the Company shall not be obligated to effect any registration under the Securities Act except in accordance with the following provisions:

3.1.1 The Company shall not be obligated to effect more than two (2) such demand registrations pursuant to this paragraph 3;

3.1.2 The Company shall not be obligated to file a registration statement during the one hundred eighty (180) day period commencing with the date of the closing of the Company’s initial public offering; and

3.1.3 The Company shall not be obligated to file a registration statement if the Company delivers notice to the Holders within thirty (30) days of receipt of any Demand Notice of the Company’s intention to file a registration statement for such initial public offering within sixty (60) days.

3.1.4 Notwithstanding the foregoing obligations, if the Company furnishes to Holders requesting a registration pursuant to this paragraph 3 a certificate signed by the Company’s chief executive officer stating that in the good faith judgment of the Company’s Management Board it would be materially detrimental to the Company and its shareholders for such registration statement to

either become effective or remain effective for as long as such registration statement otherwise would be required to remain effective, because such action would (i) materially interfere with a significant acquisition, corporate reorganisation, or other similar transaction involving the Company; (ii) require premature disclosure of material information that the Company has a bona fide business purpose for preserving as confidential; or (iii) render the Company unable to comply with requirements under the Securities Act or Exchange Act, then the Company shall have the right to defer taking action with respect to such filing, and any time periods with respect to filing or effectiveness thereof shall be tolled correspondingly, for a period of not more than sixty (60) days after the request of the Initiating Holders is given; provided, however, that the Company may not invoke this right more than once in any twelve (12) month period; and provided further that the Company shall not register any securities for its own account or that of any other shareholder during such sixty (60) day period.

- 3.2 **Underwriting.** If the Holders initiating the registration request under this paragraph 3 (the “**Initiating Holders**”) intend to distribute the Registrable Securities covered by their request by means of an underwriting, then they shall so advise the Company as a part of their Demand Notice and the Company shall include such information in the Request Notice. In such event, the right of any Holder to include its Registrable Securities in such registration shall be conditioned upon such Holder’s participation in such underwriting and the inclusion of such Holder’s Registrable Securities in the underwriting (unless otherwise mutually agreed by a majority in interest of the Initiating Holders and such Holder) to the extent provided herein. All Holders proposing to distribute their securities through such underwriting shall enter into an underwriting agreement in customary form with the managing underwriter or underwriters selected for such underwriting by the Holders of a majority of the Registrable Securities being registered and reasonably acceptable to the Company. Notwithstanding any other provision of this paragraph 3, if the underwriter(s) advise(s) the Company in writing that marketing factors require a limitation of the number of securities to be underwritten, then the Company shall so advise all Holders of Registrable Securities which would otherwise be registered and underwritten pursuant hereto, and the number of Registrable Securities that may be included in the underwriting shall be reduced as required by the underwriter(s) and allocated among the Holders of Registrable Securities requesting registration (including the Initiating Holders) on a pro rata basis according to the number of Registrable Securities Then Outstanding held by each Holder requesting registration (including the Initiating Holders); provided, however, that the number of Registrable Securities held by the Holders to be included in such underwriting and registration shall not be reduced unless all other securities are first entirely excluded from the underwriting and registration including, without limitation, all shares that are not Registrable Securities and are held by any other person, including, without limitation, any person who is an employee, officer or director of the Company or any subsidiary of the Company; provided, further, that at least thirty per cent (30%) of shares of Registrable Securities requested to be included in such underwriting and registration shall be so included unless such offering is the initial IPO, in which case the selling Holders may be excluded further if the underwriters make the determination described above and no other stockholder’s securities are included in such offering. If any Holder disapproves of the terms of any such underwriting, such Holder may elect to withdraw therefrom by written notice to the Company and the underwriter(s). Such withdrawal notice shall be delivered to the Company and the underwriter(s) at least five (5) Business Days prior to the filing date of the registration statement if the Company confirms the filing date to all holders at least ten (10) Business Days prior to such filing date. Any Registrable Securities excluded or withdrawn from such underwriting shall be excluded and withdrawn from the registration.
- 3.3 **Other Securities Laws in Demand Registration.** In the event of any registration pursuant to this paragraph 3, the Company shall register and qualify the securities covered by the registration statement under the securities laws of any other jurisdictions outside of the United States only at the request of a majority of the Initiating Holders; provided, however, that: (a) the Company shall not be required to do business or to file a general consent to service of process in any such state or jurisdiction, unless the Company is already subject to service in such jurisdiction, and (b) notwithstanding anything in this Agreement to the contrary, in the event any jurisdiction in which the securities shall be qualified imposes a non-waivable requirement that expenses incurred in connection with the qualification of the securities be borne by selling shareholders, the expenses shall be payable pro rata by the selling shareholders.

3.4 **Effectiveness of Demand Registration.** A registration shall not be counted as “effected” for purposes of this paragraph 3 until such time as the applicable registration statement has been declared effective by the SEC, unless the Initiating Holders withdraw their request for such registration, elect not to pay the registration expenses therefor, and forfeit their right to one demand registration statement pursuant to this paragraph 3, in which case such withdrawn registration statement shall be counted as “effected” for purposes of this paragraph 3. Additionally, a registration shall also not be counted as “effected” for purposes of paragraph 3 if, as a result of an exercise of the underwriter(s)’s cutback provisions in paragraph 3.2, fewer than fifty percent (50%) of the total number of Registrable Securities that Holders have requested to be included in such registration statement are actually included.

4. PIGGYBACK REGISTRATIONS

4.1 **Offering by Company.** The Company shall notify all Holders in writing promptly and in any case at least thirty (30) days prior to filing any registration statement under the Securities Act for purposes of effecting a public offering of securities of the Company (including, but not limited to, registration statements relating to secondary offerings of securities of the Company, but excluding registration statements relating to any registration under paragraphs 3 and 5 of this Exhibit) and shall afford each such Holder an opportunity to include in such registration statement all or any part of the Registrable Securities then held by such Holder. Each Holder desiring to include in any such registration statement all or any part of the Registrable Securities held by it shall within twenty (20) days after receipt of the above described notice from the Company, so notify the Company in writing, and in such notice shall inform the Company of the number of Registrable Securities such Holder wishes to include in such registration statement. If a Holder decides not to include all of its Registrable Securities in any registration statement thereafter filed by the Company, such Holder shall nevertheless continue to have the right to include any Registrable Securities in any subsequent registration statement or registration statements as may be filed by the Company with respect to offerings of its securities, all upon the terms and conditions set forth herein.

4.2 **Underwriting.** If a registration statement under which the Company gives notice under this paragraph 4 is for an underwritten offering, then the Company shall so advise the Holders. In such event, the right of any such Holder’s Registrable Securities to be included in a registration pursuant to this paragraph 4 shall be conditioned upon such Holder’s participation in such underwriting and the inclusion of such Holder’s Registrable Securities in the underwriting to the extent provided herein. All Holders proposing to distribute their Registrable Securities through such underwriting shall enter into an underwriting agreement in customary form with the managing underwriter or underwriters selected for such underwriting. Notwithstanding any other provision of this Agreement but subject to paragraph 11, if the managing underwriter(s) determine(s) in good faith that marketing factors require a limitation of the number of shares to be underwritten, then the managing underwriter(s) may exclude shares from the registration and the underwriting, and the number of shares that may be included in the registration and the underwriting shall be allocated, first, to the Company, second, to each of the Holders requesting inclusion of their Registrable Securities in such registration statement on a pro rata basis based on the total number of shares of Registrable Securities Then Outstanding held by each such Holder, and third, to holders of other securities of the Company; provided, that at least thirty per cent (30%) of shares of Registrable Securities requested to be included in such underwriting and registration shall be so included unless such offering is the initial IPO, in which case the selling Holders may be excluded further if the underwriters make the determination described above and no other stockholder’s securities are included in such offering. If any Holder disapproves of the terms of any such underwriting, such Holder may elect to withdraw therefrom by written notice to the Company and the underwriter(s). Such withdrawal notice shall be delivered to the Company and the underwriter(s) at least five (5) Business Days prior to the filing date of the registration statement if the Company confirms the filing date to all Holders at least ten (10) Business Days prior to such filing date. Any Registrable Securities excluded or withdrawn from such underwriting shall be excluded and withdrawn from the registration.

4.3 **Not Demand Registration.** Registration pursuant to this paragraph 4 shall not be deemed to be a demand registration as described in paragraph 3 above. There shall be no limit on the number of times the Holders may request registration of Registrable Securities under this paragraph 4.

5. FORM F-3 AND FORM S-3 REGISTRATION

In case the Company shall receive from any Holder(s) a written request or requests that the Company effect a registration on Form F-3 or Form S-3 (or an equivalent registration in a jurisdiction outside of the United States) and any related qualification or compliance with respect to Registrable Securities owned by such Holder(s) having an anticipated aggregate offering price of at least £3 million (or US\$ equivalent value), then the Company will:

- 5.1 **Notice.** Promptly and in any case within ten (10) days give written notice of the proposed registration and the relevant Holder(s)' request therefor, and any related qualification or compliance, to all other Holders.
- 5.2 **Registration.** As soon as practicable and in any event within forty-five (45) days after the date a request is given by the initiating Holder(s) under this paragraph 5 effect such registration and all such qualifications and compliances as may be so requested and as would permit or facilitate the sale and distribution of all or such portion of such Holder(s)' Registrable Securities as are specified in such request, together with all or such portion of the Registrable Securities of any other Holder joining in such request as are specified in a written request given within twenty (20) days after the Company provides the notice contemplated by paragraph 5.1; provided, however, that the Company shall not be obligated to effect any such registration, qualification or compliance pursuant to this paragraph 5 (i) if Form F-3 or Form S-3 is not available for such offering by the relevant Holders or (ii) if the Company shall furnish to the relevant Holders a certificate signed by the chief executive officer of the Company stating that in the good faith judgment of the Board, it would be materially detrimental to the Company and its shareholders for such Form F-3 or Form S-3 registration to be effected at such time, in which event the Company shall have the right to defer the filing of the Form F-3 or Form S-3 registration statement no more than once during any twelve (12) month period for a period of not more than sixty (60) days after receipt of the request of the relevant Holder(s) under this paragraph 5; provided that the Company shall not register any of its other shares during such sixty (60) day period.
- 5.3 **Not Demand Registration.** Form F-3 or Form S-3 registrations shall not be deemed to be demand registrations as described in paragraph 3 above. Except as otherwise provided herein, there shall be no limit on the number of times the Holders may request registration of Registrable Securities under this paragraph 5; provided that the Company shall not be required to file more than two (2) Form F-3 or Form S-3 registration statements in any twelve (12) month period.
- 5.4 **Underwriting.** If the Holders of Registrable Securities requesting registration under this paragraph 5 intend to distribute the Registrable Securities covered by their request by means of an underwriting, the provisions of paragraph 3.2 shall apply to such registration.

6. Expenses

All Registration Expenses incurred in connection with any registration pursuant to paragraphs 3, 4 or 5 (but excluding Selling Expenses which are not included in the Registration Expenses) shall be borne by the Company (which shall include the expense of one special counsel of the selling shareholders). Each Holder participating in a registration pursuant to paragraphs 3, 4 or 5 shall bear such Holder's proportionate share (based on the total number of shares sold in such registration other than for the account of the Company) of all Selling Expenses or other amounts payable to underwriter(s) or brokers, in connection with such offering by the Holders.

7. Obligations of the Company

Whenever required to effect the registration of any Registrable Securities under this Agreement the Company shall, as expeditiously as reasonably possible:

- 7.1 **Registration Statement.** Prepare and file with the SEC a registration statement with respect to such Registrable Securities and use its best efforts to cause such registration statement to become effective, and, upon the request of the Holders of a majority of the Registrable Securities registered thereunder, keep such registration statement effective for a period of up to one hundred twenty (120) days; provided, however, that: (i) such one hundred twenty (120) day period shall be extended for a period of time equal to the period any Holder refrains from selling any securities included in such registration at the request of the underwriter(s); and (ii) in the case of any registration of Registrable Securities on Form F-3 or Form S-3 which are intended to be offered on a continuous or delayed basis, such one hundred twenty (120) day period shall be extended, if necessary, to keep the registration statement effective until all such Registrable Securities are sold.
- 7.1.1 **Amendments and Supplements.** Prepare and file with the SEC such amendments and supplements to such registration statement and the prospectus used in connection with such registration statement as may be necessary to comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such registration statement.
- 7.1.2 **Prospectuses.** Furnish to the Holders such number of copies of a prospectus, including a preliminary prospectus, in conformity with the requirements of the Securities Act, and such other documents as they may reasonably request in order to facilitate the disposition of the Registrable Securities owned by them that are included in such registration.
- 7.1.3 **Blue Sky.** Use its best efforts to register and qualify the securities covered by such registration statement under such other securities or Blue Sky laws of such jurisdictions as shall be reasonably requested by the Holders; provided that the Company shall not be required in connection therewith or as a condition thereto to qualify to do business or to file a general consent to service of process in any such states or jurisdictions, unless the Company is already subject to service in such jurisdiction and except as may be required by the Securities Act.
- 7.1.4 **Underwriting.** In the event of any underwritten public offering, enter into and perform its obligations under an underwriting agreement in usual and customary form, with the managing underwriter(s) of such offering.
- 7.1.5 **Notification.** Notify each Holder of Registrable Securities covered by such registration statement of: (i) the time when such registration statement has been declared effective; (ii) after such registration statement becomes effective, of any request by the SEC that the Company amend or supplement such registration statement or prospectus; (iii) when a prospectus relating to a registration statement is required to be delivered under the Securities Act, the time when a supplement to any prospectus forming a part of such registration statement has been filed; (iv) the issuance of any stop order by the SEC in respect of such registration statement; and (v) the happening of any event as a result of which the prospectus included in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing.
- 7.1.6 **Listing on security exchanges.** Cause all such Registrable Securities registered pursuant hereunder to be listed on each securities exchange on which similar securities issued by the Company are then listed.
- 7.1.7 **CUSIP Number.** Provide a transfer agent and registrar for all Registrable Securities registered pursuant hereunder and a CUSIP number for all such Registrable Securities, in each case not later than the effective date of such registration.
- 7.2 **Furnish Information.** It shall be a condition precedent to the obligations of the Company to take any action pursuant to paragraphs 3, 4 or 5 that the selling Holders shall furnish to the Company such information regarding themselves, the Registrable Securities held by them and the intended method of disposition of such securities as shall be required to timely effect the Registration of their Registrable Securities.

- 7.3 **Inspection.** Promptly make available for inspection by the selling Holders, any underwriter(s) participating in any registration of Registrable Securities made under this Agreement, and any attorney or accountant or other agent retained by any such underwriter or selected by the selling Holders, all financial and other records, pertinent corporate documents, and properties of the Company, and cause the Company's officers, directors, employees, and independent accountants to supply all information reasonably requested by any such Holder, underwriter, attorney, accountant, or agent, in each case, as necessary or advisable to verify the accuracy of the information in such registration statement and to conduct appropriate due diligence in connection therewith.
- 7.4 **Insider Trading Policy.** The Company shall ensure that, at all times after any registration statement covering a public offering of securities of the Company under the Securities Act shall have become effective, its insider trading policy shall provide that the Company's directors may implement a trading program under Rule 10b5-1 of the Exchange Act.

8. Indemnification

In the event any Registrable Securities are included in a registration statement under paragraphs 3, 4 or 5:

- 8.1 **By the Company.** To the extent permitted by law, the Company will indemnify and hold harmless each selling Holder, its partners, officers, directors, security holders, legal counsel, any underwriter (as defined in the Securities Act) and accountant for such Holder and each person, if any, who controls such Holder or underwriter within the meaning of the Securities Act or the Exchange Act, against any losses, claims, damages, or liabilities (joint or several) to which they may become subject under the Securities Act, the Exchange Act, or applicable securities law, insofar as such losses, claims, damages, or liabilities (or actions in respect thereof) arise out of or are based upon any of the following statements, omissions or violations (collectively a "**Violation**"):
- 8.1.1 any untrue statement or alleged untrue statement of a material fact contained in such registration statement, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto;
- 8.1.2 the omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein not misleading; or
- 8.1.3 any violation or alleged violation by the indemnifying party (or any of its agents or affiliates) of the Securities Act, the Exchange Act, any United States federal or state securities law, or any rule or regulation promulgated under the Securities Act, the Exchange Act, or any United States federal or any applicable securities laws in connection with the offering covered by such registration statement, and the Company will reimburse each such Holder, its partner, officer, director, underwriter or controlling person for any legal or other expenses reasonably incurred by them, as incurred, in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the indemnity agreement contained in this paragraph 8.1 shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Company (which consent shall not be unreasonably withheld), nor shall the Company be liable in any such case for any such loss, claim, damage, liability or action to the extent that it arises out of or is based upon a Violation which occurs in reliance upon and in conformity with written information furnished expressly for use in connection with such registration by such Holder, or any partner, officer, director, underwriter or controlling person of such Holder. Notwithstanding the foregoing, "affiliate" as solely used in this definition with respect to Novo Holdings A/S ("Novo") shall mean only Novo Ventures (US), Inc. and any other entity with a primary purpose of making, evaluating, or providing advice with respect to investments that is controlled by or under common control with Novo.
- 8.2 **By Selling Holders.** To the extent permitted by law, each selling Holder will, if Registrable Securities held by such Holder are included in the securities as to which such registration qualifications or compliance is being effected, (severally and not jointly) indemnify and hold

harmless the Company, each of its directors, each of its officers who has signed the registration statement, each person, if any, who controls the Company within the meaning of the Securities Act, legal counsel, any underwriter or accountant and any other Holder selling securities under such registration statement or any of such other Holder's partners, directors, officers, legal counsel or any person who controls such Holder within the meaning of the Securities Act or the Exchange Act, against any losses, claims, damages or liabilities (joint or several) to which the Company or any such director, officer, legal counsel, controlling person, underwriter or other such Holder, partner or director, officer or controlling person of such other Holder may become subject under the Securities Act, the Exchange Act or other applicable securities law, insofar as such losses, claims, damages or liabilities (or actions in respect thereto) arise out of or are based upon any Violation, in each case to the extent (and only to the extent) that such Violation occurs in reliance upon and in conformity with written information furnished by such Holder expressly for use in connection with such registration; and each such Holder will reimburse any legal or other expenses reasonably incurred by the Company or any such director, officer, controlling person, underwriter or other Holder, partner, officer, director or controlling person of such other Holder in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the indemnity agreement contained in this paragraph 8.2 shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Holder (which consent shall not be unreasonably withheld) nor shall the Holder be liable in any such case for any such loss, claim, damage, liability or action to the extent that it arises out of or is based upon a Violation which occurs in reliance upon and in conformity with written information furnished expressly for use in connection with such registration by the Company, or any partner, officer, director, underwriter or controlling person of the Company; and provided, further, that in no event shall any indemnity under this paragraph 8.2 exceed the net proceeds received by such Holder in the registered offering out of which the applicable Violation arises.

- 8.3 **Notice.** Promptly after receipt by an indemnified party under this paragraph 8 of notice of the commencement of any action (including any governmental action), such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under this paragraph 8, deliver to the indemnifying party a written notice of the commencement thereof and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume the defence thereof with counsel mutually satisfactory to the parties; provided, however, that an indemnified party shall have the right to retain its own counsel, with the fees and expenses of one such counsel to be paid by the indemnifying party, if representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to actual or potential conflict of interests between such indemnified party and any other party represented by such counsel in such proceeding. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action shall relieve such indemnifying party of liability to the indemnified party under this paragraph 8 to the extent the indemnifying party is prejudiced as a result thereof, but the omission to so deliver written notice to the indemnifying party will not relieve it of any liability that it may have to any indemnified party otherwise than under this paragraph 8.
- 8.4 **Contribution.** In order to provide for just and equitable contribution to joint liability under the Securities Act in any case in which either: (i) any indemnified party makes a claim for indemnification pursuant to this paragraph 8 but it is judicially determined (by the entry of a final judgment or decree by a court of competent jurisdiction and the expiration of time to appeal or the denial of the last right of appeal) that such indemnification may not be enforced in such case notwithstanding the fact that this paragraph 8 provides for indemnification in such case; or (ii) contribution under the Securities Act may be required on the part of any indemnified party in circumstances for which indemnification is provided under this paragraph 8; then, and in each such case, the indemnified party and the indemnifying party will contribute to the aggregate losses, claims, damages or liabilities to which they may be subject (after contribution from others) in such proportion as is appropriate to reflect the relative fault of each indemnifying party and the indemnified party. The relative fault of the indemnifying party and of the indemnified party shall be determined by a court of law by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified

party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission; provided, however, that, in any such case: (A) no Holder will be required to contribute any amount in excess of the net proceeds to such Holder from the sale of all such Registrable Securities offered and sold by such Holder pursuant to such registration statement; and (B) no person or entity guilty of fraudulent misrepresentation (within the meaning of Section II(f) of the Securities Act) will be entitled to contribution from any person or entity who was not guilty of such fraudulent misrepresentation and provided further that in no event shall a Holder's liability pursuant to this paragraph 8.4, when combined with the amounts paid or payable by such Holder pursuant to paragraph 8.3, exceed the proceeds from the offering received by such Holder (net of any Selling Expenses paid by such Holder), except in the case of willful misconduct or fraud by such Holder.

- 8.5 **Survival; Consents to Judgments and Settlements.** The obligations of the Company and Holders under this paragraph 8 shall survive the completion of any offering of Registrable Securities in a registration statement, regardless of the expiration of any statutes of limitation or extensions of such statutes. No indemnifying party, in the defence of any such claim or litigation, shall, except with the consent of each indemnified party, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation.

9. Termination of the Company's obligations

- 9.1 The Company's obligations under paragraphs 3, 4 and 5 with respect to any Registrable Securities proposed to be sold by a Holder in a registration pursuant to paragraphs 3, 4 or 5 shall terminate on the earlier of (i) the fifth anniversary of an IPO and (ii) the date after an IPO in which all shares of such Holder are freely tradable (as defined below) and eligible to be sold without restriction under Rule 144 under the Securities Act. "**Freely tradable**" means, with respect to the Company's shares, shares (i) that are eligible to be sold by any person (including an affiliate of the Company) without any volume limit, holding period, or manner of sale restrictions under the Securities Act and applicable regulations, and (ii) for which the Company has provided a certificate or opinion letter, as required by and as reasonably acceptable to its transfer agent, to its transfer agent instructing the transfer agent that any restricted legend thereon no longer applies.

10. No Registration Rights to third parties

Without the prior written consent of the Holders of a majority in interest of the Registrable Securities Then Outstanding, the Company covenants and agrees that it shall not grant, or cause or permit to be created, for the benefit of any person or entity any registration rights of any kind (whether similar to the demand, "piggyback" or Form F-3 or Form S-3 registration rights described in this [Exhibit 8 Registration Rights](#), or otherwise) relating to any securities of the Company which are senior to, or on a parity with, those granted to the Holders of Registrable Securities.

11. Market stand-off

- 11.1 Each Holder agrees that, so long as it holds any securities of the Company, upon request by the Company or the underwriters managing the initial public offering of the Company's securities, it will not sell or otherwise transfer or dispose of any securities of the Company (other than those to be included in the registration and other securities to be transferred to Permitted Transferees of the Holder) without the prior written consent of the underwriters managing the initial public offering of the Company's securities for a period of time specified by the representative of the underwriters not to exceed one hundred and eighty (180) days from the effective date of the registration statement covering such initial public offering or the pricing date of such offering as may be requested by the underwriters or such other period as may be requested by the Company or the underwriter(s) to accommodate regulatory restrictions on (1) the publication or other distribution of research reports, and (2) analyst recommendations and opinions, including, but not limited to, the restrictions contained in applicable FINRA rules, or any successor provisions or amendments thereto). The foregoing provision of this paragraph

11 shall not apply to the sale of any securities of the Company to an underwriter pursuant to any underwriting agreement, and shall only be applicable to the Holders if all officers, directors and holders of one per cent (1%) or more of the Company's outstanding share capital (calculated on a fully diluted basis) enter into similar agreements, and if the Company or any underwriter releases any officer, director or holder of one per cent (1%) or more of the Company's outstanding share capital (calculated on a fully diluted basis) from his or her sale restrictions so undertaken, then each Holder shall be notified prior to such release and shall itself be simultaneously released to the same proportional extent. The Company shall require all future acquirers of the Company's securities holding at least one per cent (1%) of the then outstanding share capital of the Company (calculated on a fully diluted basis) to execute prior to an IPO a market stand-off agreement containing substantially similar provisions as those contained in this paragraph 11. The foregoing provision of this paragraph 11 shall not apply to the sale of any securities of the Company acquired by the Holder in the initial public offering or in the open market subsequent to the closing of the initial public offering.

12. Transfer of Registration Rights

- 12.1 The rights to cause the Company to register Registrable Securities pursuant to this Agreement may be assigned by a Holder to a transferee or assignee of such securities that: (i) is partner or retired partner of a Holder which is a partnership, (ii) a member or former member of a Holder which is a limited liability company (iii) any family member or trust for the benefit of any Holder (iv) an Affiliate of an Investor; or (v) after such assignment or transfer, holds at least 10% of the Shares in issue, provided that the Company is, within a reasonable time after such transfer, furnished with written notice of the name and address of such transferee or assignee and the securities with respect to which such registration rights are being assigned.

13. Rule 144 reporting

With a view to making available to the Holders the benefits of certain rules and regulations of the SEC which may at any time permit the sale of the Registrable Securities to the public without registration or pursuant to a registration on Form F-3 or Form S-3, after such time as a public market exists for the Ordinary Shares, the Company agrees to:

- 13.1 Make and keep public information available, as those terms are understood and defined in Rule 144 under the Securities Act, at all times after the effective date of the first registration under the Securities Act filed by the Company for an offering of its securities to the general public;
- 13.2 File with the SEC in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act (at any time after it has become subject to such reporting requirements); and
- 13.3 So long as a Holder owns any Registrable Securities, to furnish to such Holder forthwith upon request: (i) a written statement by the Company as to the extent of its compliance with the reporting requirements of Rule 144 (at any time after ninety (90) days after the effective date of the Company's initial public offering), the Securities Act and the Exchange Act (at any time after it has become subject to such reporting requirements), or its qualification as a registrant whose securities may be resold pursuant to Form F-3 or Form S-3 (at any time after it so qualifies); (ii) a copy of the most recent annual or quarterly report of the Company; and (iii) such other reports and documents of the Company as a Holder may reasonably request in availing itself of any rule or regulation of the SEC that permits the selling of any such securities without registration or pursuant to Form F-3 or Form S-3.



Amsterdam, March 18, 2021.

To the Company

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Ladies and Gentlemen:

We have acted as legal counsel as to Dutch law to the Company in connection with the Offering. This opinion letter is rendered to you in order to be filed with the SEC as an exhibit to the Registration Statement.

Capitalised terms used in this opinion letter have the meanings set forth in Exhibit A to this opinion letter. The section headings used in this opinion letter are for convenience of reference only and are not to affect its construction or to be taken into consideration in its interpretation.

This opinion letter is strictly limited to the matters stated in it and may not be read as extending by implication to any matters not specifically referred to in it. Nothing in this opinion letter should be taken as expressing an opinion in respect of any representations or warranties, or other information, contained in the Reviewed Documents.

In rendering the opinions expressed in this opinion letter, we have reviewed and relied upon drafts of the Reviewed Documents and pdf copies or drafts, as the case may be, of the Corporate Documents and we have assumed that the Reviewed Documents shall be entered into for bona fide commercial reasons. We have not investigated or verified any factual matter disclosed to us in the course of our review.

This opinion letter sets out our opinion on certain matters of the laws with general applicability of the Netherlands, and, insofar as they are directly applicable in the Netherlands, of the European Union, as at today's date and as presently interpreted under published authoritative case law of the Dutch courts, the General Court and the Court of Justice of the European Union. We do not express any opinion on Dutch or European competition law, data protection law, tax law or regulatory law. No undertaking is assumed on our part to revise, update or amend this opinion letter in connection with or to notify or inform you of, any developments and/or changes of Dutch law subsequent to today's date. We do not purport to opine on the consequences of amendments to the Reviewed Documents or the Corporate Documents subsequent to the date of this opinion letter.

The opinions expressed in this opinion letter are to be construed and interpreted in accordance with Dutch law. The competent courts at Amsterdam, the Netherlands, have exclusive jurisdiction to settle any issues of interpretation or liability arising out of or in connection with this opinion letter. Any legal relationship arising out of or in connection with this opinion letter (whether contractual or non-contractual), including the above submission to jurisdiction, is governed by Dutch law and shall be subject to the general terms and conditions of NautaDutilh. Any liability arising out of or in connection with this opinion letter shall be limited to the amount which is paid out under NautaDutilh's insurance policy in the matter concerned. No person other than NautaDutilh may be held liable in connection with this opinion letter.

In this opinion letter, legal concepts are expressed in English terms. The Dutch legal concepts concerned may not be identical in meaning to the concepts described by the English terms as they exist under the law of other jurisdictions. In the event of a conflict or inconsistency, the relevant expression shall be deemed to refer only to the Dutch legal concepts described by the English terms.

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

- a. drafts of documents reviewed by us will be signed in the form of those drafts, each copy of a document conforms to the original, each original is authentic, and each signature is the genuine signature of the individual purported to have placed that signature;
- b. if any signature under any document is an electronic signature (as opposed to a handwritten (“wet ink”) signature) only, it is either a qualified electronic signature within the meaning of the eIDAS Regulation, or the method used for signing is otherwise sufficiently reliable;
- c. the notary (*notaris*) who has executed the Deed of Incorporation was authorized to execute such deed at the time of execution, as a result of which the Deed of Incorporation is a deed with authenticity (*authentieke akte*). Our inquiries of today with the register of notaries (*register notariaat*) maintained by the Dutch Royal Notarial Professional Organization (*Koninklijke Notariële Beroepsorganisatie*) support this assumption as of the date of this opinion letter. However, this information does not constitute conclusive evidence that this assumption is complete and correct and the aforementioned register of notaries does not provide information whether the respective notaries had appointed a deputy (*waarnemer*) at the time of execution of the Deed of Incorporation;
- d. the Registration Statement has been declared effective by the SEC in the form reviewed by us;
- e. (i) no internal regulations (*reglementen*) have been adopted by any corporate body of the Company which would affect the validity of the resolutions recorded in the Resolutions and (ii) the Current Articles are the Articles of Association currently in force and the Revised Articles are the Articles of Association as they will be in force at each Relevant Moment;

- f. the resolutions recorded in the Resolutions are in full force and effect, the factual statements made and the confirmations given in the Resolutions and each Deed of Issue are complete and correct at each Relevant Moment and the Resolutions correctly reflect the resolutions recorded therein;
- g. each Deed of Issue has been validly signed and executed on behalf of the Company;
- h. the Offering, to the extent made in the Netherlands, has been, is and will be made in conformity with the Prospectus Regulation, the DFSA and the rules promulgated thereunder;
- i. the Option (i) has been validly granted as a right to subscribe for Ordinary Shares (*recht tot het nemen van aandelen*), (ii) shall be in full force and effect upon being exercised and (iii) shall have been validly exercised in accordance with the terms of the Underwriting Agreement; and
- j. at each Relevant Moment, each of the assumptions made in this opinion letter will be correct in all aspects by reference to the facts and circumstances then existing.

Based upon and subject to the foregoing and subject to the qualifications set forth in this opinion letter and to any matters, documents or events not disclosed to us, we express the following opinions:

Corporate Status

1. The Company has been incorporated as a *besloten vennootschap met beperkte aansprakelijkheid* and, upon the execution of the Deed of Conversion, shall be validly existing as a *naamloze vennootschap*.

Offer Shares and Option Shares

2. Subject to receipt by the Company of payment in full for the Offer Shares and the Option Shares (if any) as provided for in the Reviewed Documents, and when issued and accepted in accordance with the Resolutions and the Reviewed Documents, the Offer Shares and the Option Shares (if any) shall be validly issued, fully paid and non-assessable.

The opinions expressed above are subject to the following qualifications:

- A. Opinion 1 must not be read to imply that the Company cannot be dissolved (*ontbonden*). A company such as the Company may be dissolved, inter alia by the competent court at the request of the company's board of directors, any interested party (*belanghebbende*) or the public prosecution office in certain circumstances, such as when there are certain defects in the incorporation of the company. Any such dissolution will not have retro-active effect.
- B. Pursuant to Section 2:7 DCC, any transaction entered into by a legal entity may be nullified by the legal entity itself or its liquidator in bankruptcy proceedings (*curator*) if the objects of that entity were transgressed by the transaction and the other party to the transaction knew or should have known this without independent investigation (*wist of zonder eigen onderzoek moest weten*). The Dutch Supreme Court (*Hoge Raad der Nederlanden*) has ruled that in determining whether the objects of a legal entity are transgressed, not only the description of the objects in that legal entity's articles of association (*statuten*) is decisive, but all (relevant) circumstances must be taken into account, in particular whether the interests of the legal entity were served by the transaction. Based on the objects clause contained in the Current Articles and in the Revised Articles, we have no reason to believe that, by entering into the Reviewed Documents, the Company would transgress the description of the objects contained in its Articles of Association. However, we cannot assess whether there are other relevant circumstances that must be taken into account, in particular whether the interests of the Company are served by entering into the Reviewed Documents since this is a matter of fact.
- C. Pursuant to Section 2:98c DCC, a *naamloze vennootschap* may grant loans (*leningen verstrekken*) only in accordance with the restrictions set out in Section 2:98c DCC, and may not provide security (*zekerheid stellen*), give a price guarantee (*koersgarantie geven*) or otherwise bind itself, whether jointly and severally or otherwise with or for third parties (*zich op andere wijze sterk maken of zich hoofdelijk of anderszins naast of voor anderen verbinden*) with a view to (*met het oog op*) the subscription or acquisition by third parties of shares in its share capital or depository receipts. This prohibition also applies to its subsidiaries (*dochtervennootschappen*). It is generally assumed that a transaction entered into in violation of Section 2:98c DCC is null and void (*nietig*). Based on the content of the Reviewed Documents, we have no reason to believe that the Company or its subsidiaries will violate Section 2:98c DCC in connection with the issue of the Offer Shares or the Option Shares. However, we cannot confirm this definitively, since the determination of whether a company (or a subsidiary) has provided security, has given a price guarantee or has otherwise bound itself, with a view to the subscription or acquisition by third parties of shares in its share capital or depository receipts, as described above, is a matter of fact.

- D. The opinions expressed in this opinion letter may be limited or affected by:
- a. any applicable bankruptcy, insolvency, reorganisation, moratorium or other similar laws or procedures now or hereafter in effect, relating to or affecting the enforcement or protection of creditors' rights generally;
 - b. the provisions of fraudulent preference and fraudulent conveyance (*Actio Pauliana*) and similar rights available in other jurisdictions to insolvency practitioners and insolvency office holders in bankruptcy proceedings or creditors;
 - c. claims based on tort (*onrechtmatige daad*);
 - d. sanctions and measures, including but not limited to those concerning export control, pursuant to European Union regulations, under the Sanctions Act 1977 (*Sanctiewet 1977*) or other legislation;
 - e. the Anti-Boycott Regulation, Anti Money Laundering Laws and related legislation; and
 - f. the rules of force majeure (*niet toerekenbare tekortkoming*), reasonableness and fairness (*redelijkheid en billijkheid*), suspension (*opschorting*), dissolution (*ontbinding*), unforeseen circumstances (*onvoorziene omstandigheden*) and vitiated consent (i.e., duress (*bedreiging*), fraud (*bedrog*), abuse of circumstances (*misbruik van omstandigheden*) and error (*dwaling*)) or a difference of intention (*wil*) and declaration (*verklaring*).
- E. The term “non-assessable” has no equivalent in the Dutch language and for purposes of this opinion letter such term should be interpreted to mean that a holder of an Ordinary Share shall not by reason of merely being such a holder be subject to assessment or calls by the Company or its creditors for further payment on such Ordinary Share.
- F. This opinion letter does not purport to express any opinion or view on the operational rules and procedures of any clearing or settlement system or agency.

We consent to the filing of this opinion letter as an exhibit to the Registration Statement and also consent to the reference to NautaDutilh in the Registration Statement under the caption “Legal Matters”. In giving this consent we do not admit or imply that we are a person whose consent is required under Section 7 of the United States Securities Act of 1933, as amended, or any rules and regulations promulgated thereunder.

Sincerely yours,

/s/ NautaDutilh N.V.

NautaDutilh N.V.

EXHIBIT A

LIST OF DEFINITIONS

“Anti Money Laundering Laws”	The European Anti-Money Laundering Directives, as implemented in the Netherlands in the Money Laundering and Terrorist Financing Prevention Act (<i>Wet ter voorkoming van witwassen en financieren van terrorisme</i>) and the Dutch Criminal Code (<i>Wetboek van Strafrecht</i>).
“Anti-Boycott Regulation”	The Council Regulation (EC) No 2271/96 of 22 November 1996 on protecting against the effects of the extra-territorial application of legislation adopted by a third country, and actions based thereon or resulting therefrom.
“Articles of Association”	The Company’s articles of association (<i>statuten</i>) as they read from time to time.
“Board”	The Company’s board of directors (<i>bestuur</i>).
“Commercial Register”	The Dutch Commercial Register (<i>handelsregister</i>).
“Company”	LAVA Therapeutics B.V., a private company with limited liability (<i>besloten vennootschap met beperkte aansprakelijkheid</i>), registered with the Commercial Register under number 65335740, to be renamed LAVA Therapeutics N.V. in connection with the Offering.
“Corporate Documents”	The Deed of Incorporation, the Deed of Conversion, the Current Articles, the Revised Articles, the Resolutions and the Registration Statement.
“Current Articles”	The Articles of Association as they read after the execution of a deed of amendment dated September 15, 2020.
“DCC”	The Dutch Civil Code (<i>Burgerlijk Wetboek</i>).

“Deed of Conversion”	The draft deed of conversion and amendment to the Articles of Association prepared by us with reference number 82044426 M 30853408.
“Deed of Incorporation”	The Company’s deed of incorporation (<i>akte van oprichting</i>) dated February 15, 2016.
“Deed of Issue”	The draft deed of issue of the Offer Shares or Option Shares, as the case may be, prepared by us with references 82044426 M 30853431 and 82044426 M 30853433 respectively.
“DFSA”	The Dutch Financial Supervision Act (<i>Wet op het financieel toezicht</i>).
“eIDAS Regulation”	Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC.
“General Meeting”	The Company’s general meeting (<i>algemene vergadering</i>).
“NautaDutilh”	NautaDutilh N.V.
“the Netherlands”	The European territory of the Kingdom of the Netherlands.
“Offer Shares”	6,700,000 Ordinary Shares.
“Offering”	The offering of the Offer Shares and, if any, the Option Shares and the admission to listing and trading of those Common Shares on the NASDAQ Stock Market as contemplated by the Registration Statement.
“Option”	The option to acquire Option Shares to be granted to the Underwriters pursuant to the Underwriting Agreement and the Resolutions.
“Option Shares”	Up to 1,005,000 Ordinary Shares or such lesser number of Ordinary Shares in respect of which the Option is exercised.

“Ordinary Shares”	Ordinary shares in the Company’s capital, with a nominal value of EUR 0.12 each.
“Prospectus Regulation”	Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC.
“Registration Statement”	The Company’s registration statement on Form F-1 filed or to be filed with the SEC in connection with the Offering in the form reviewed by us.
“Relevant Moment”	Each time that Offer Shares or Option Shares are issued pursuant to the execution of a Deed of Issue.
“Resolutions”	Each of the following: <ul style="list-style-type: none">• the written resolutions of the Company’s management board, dated March 18, 2021;• the written resolutions of the Company’s supervisory board, dated March 18, 2021;• the written resolutions of the General Meeting, dated March 18, 2021; and• pricing committee resolutions prepared by us and bearing the reference 82044426 M 30853403.
“Reviewed Documents”	Each Deed of Issue and the Underwriting Agreement.
“Revised Articles”	The Articles of Association as they will read immediately after the execution of the duly completed Deed of Conversion.

“SEC”	The United States Securities and Exchange Commission.
“Underwriters”	The Underwriters, as listed in Schedule I to the Underwriting Agreement.
“Underwriting Agreement”	The draft underwriting agreement to be entered into between the Company and the Underwriters in connection with the Offering, in the form reviewed by NautaDutilh.



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Amsterdam, March 18, 2021.

To the Company

Ladies and Gentlemen:

We have acted as tax counsel as to Dutch tax law to the Company in connection with the Offering. This opinion letter is rendered to you in order to be filed with the SEC as an exhibit to the Registration Statement.

Capitalised terms used in this opinion letter have the meanings set forth in Exhibit A to this opinion letter. The section headings used in this opinion letter are for convenience of reference only and are not to affect its construction or to be taken into consideration in its interpretation.

This opinion letter is strictly limited to the matters stated in it and may not be read as extending by implication to any matters not specifically referred to in it. Nothing in this opinion letter should be taken as expressing an opinion in respect of any representations or warranties, or other information, contained in any document reviewed by us.

In rendering the opinion expressed in this opinion letter, we have reviewed and relied upon a draft of the Registration Statement. We have not investigated or verified any factual matter disclosed to us in the course of our review.

This opinion letter sets out our opinion on certain matters of the tax laws with general applicability of the Netherlands, and, insofar as they are directly applicable in the Netherlands, of the European Union, as at today's date and as presently interpreted under published authoritative case law of the Dutch courts, the General Court and the Court of Justice of the European Union. We do not express any opinion on Dutch or European law, other than the tax opinion below. No undertaking is assumed on our part to revise, update or amend this opinion letter in connection with or to notify or inform you of, any developments and/or changes of Dutch tax law subsequent to today's date. We do not purport to opine on the consequences of amendments to the Registration Statement subsequent to the date of this opinion letter.

The opinion expressed in this opinion letter is to be construed and interpreted in accordance with Dutch tax law. The competent courts at Amsterdam, the Netherlands, have exclusive jurisdiction to settle any issues of interpretation or liability arising out of or in connection with this opinion letter. Any legal relationship arising out of or in connection with this opinion letter (whether contractual or non-contractual), including the above submission to jurisdiction, is governed by Dutch law and shall be subject to the general terms and conditions of NautaDutilh. Any liability arising out of or in connection with this opinion letter shall be limited to the amount which is paid out under NautaDutilh's insurance policy in the matter concerned. No person other than NautaDutilh may be held liable in connection with this opinion letter.

Amsterdam

Brussels

London

Luxemburg

New York

Rotterdam

This communication is confidential and may be subject to professional privilege. All legal relationships are subject to NautaDutilh N.V.'s general terms and conditions (see <https://www.nautadutilh.com/terms>), which apply mutatis mutandis to our relationship with third parties relying on statements of NautaDutilh N.V., include a limitation of liability clause, have been filed with the Rotterdam District Court and will be provided free of charge upon request. NautaDutilh N.V.; corporate seat Rotterdam; trade register no. 24338323.

In this opinion letter and in the Dutch Tax Section, legal and tax concepts are expressed in English terms. The Dutch legal and tax concepts concerned may not be identical in meaning to the concepts described by the English terms as they exist under the law of other jurisdictions. In the event of a conflict or inconsistency, the relevant expression shall be deemed to refer only to the Dutch legal and tax concepts described by the English terms.

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

- a. the Registration Statement has been or will be declared effective by the SEC in the form reviewed by us; and
- b. the place of effective management of the Company is only in the Netherlands and the Company will therefore only be a tax resident of the Netherlands.

Based upon and subject to the foregoing and subject to any matters, documents or events not disclosed to us, we express the following opinion:

Dutch Tax Section

The Dutch Tax Section constitutes our opinion and we hereby confirm that with respect to the matters of Dutch tax law referred to therein, it is true and accurate as per the date of the Registration Statement, subject to the introduction in the sections under the caption “*Scope of discussion*” of the Dutch Tax Section.

We consent to the filing of this opinion letter as an exhibit to the Registration Statement and also consent to the reference to NautaDutilh in the Registration Statement under the caption “Legal Matters”. In giving this consent we do not admit or imply that we are a person whose consent is required under Section 7 of the United States Securities Act of 1933, as amended, or any rules and regulations promulgated thereunder.

Sincerely yours,

/s/ NautaDutilh N.V.

NautaDutilh N.V.

EXHIBIT A

LIST OF DEFINITIONS

“Commercial Register”	The Dutch Commercial Register (<i>handelsregister</i>).
“Company”	LAVA Therapeutics B.V., a private company with limited liability (<i>besloten vennootschap met beperkte aansprakelijkheid</i>), registered with the Commercial Register under number 65335740, to be renamed LAVA Therapeutics N.V. in connection with the Offering.
“Dutch Tax Section”	The statements contained in the Registration Statement under the caption “ <i>Material income tax considerations – Material Dutch tax considerations</i> ”.
“NautaDutilh”	NautaDutilh N.V.
“the Netherlands”	The European territory of the Kingdom of the Netherlands and “ Dutch ” is in or from the Netherlands.
“Offering”	The offering of Common Shares as contemplated by the Registration Statement.
“Common Shares”	Common shares in the Company’s capital, with a nominal value of EUR 0.12 each.
“Registration Statement”	The Company’s registration statement on Form F-1 filed or to be filed with the SEC in connection with the Offering in the form reviewed by us.
“SEC”	The United States Securities and Exchange Commission.

INDEMNIFICATION AGREEMENT

between

[name]
as the Officer

and

LAVA Therapeutics N.V.
as the Company

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INDEMNIFICATION AGREEMENT**THIS AGREEMENT IS MADE ON [DATE] BETWEEN**

1. **Mr[s]**, [*name*], born in [*place*] on [*date*] (the “**Officer**”).
2. **LAVA Therapeutics N.V.**, a public company with limited liability, having its corporate seat in Utrecht (address: Yalelaan 60, 3584 CM Utrecht, trade register number: 65335740) (the “**Company**”).

WHEREAS

- A. The Officer has been appointed as Executive Director.
- B. The Parties now wish to enter into this Agreement in order to lay down the terms applicable to the indemnification arrangements between the Officer and the Company.

NOW HEREBY AGREE AS FOLLOWS**1 DEFINITIONS AND INTERPRETATION****1.1 Definitions**

1.1.1 In this Agreement the following definitions shall apply:

Agreement	This indemnification agreement.
Article	An article of this Agreement.
Board	The Company’s board of directors.
Confidential Information	Information relating to the Company, its Subsidiaries and/or their respective businesses, directors, officers and employees, received by the Officer at any time (including prior to the date of this Agreement and after the termination of this Agreement), by any means (including through discussions with any director, officer, employee or advisor of the Company or any of its Subsidiaries), except for information:

- a. which is in the public domain, other than as a result of a breach by the Officer (or by any party to whom information is disclosed by the Officer as permitted under this Agreement) of the obligations imposed by this Agreement or any other legal, contractual or fiduciary duty of confidentiality; or
- b. of which the Officer is able to demonstrate that it has lawfully become available to the Officer on a non-confidential basis from a source which was not prohibited from disclosing such information under any legal, contractual or fiduciary duty of confidentiality.

D&O Insurance

Directors and officers liability insurance.

DCC

The Dutch Civil Code.

Director

A member of the Board.

Disinterested Director

Any Non-Executive Director who is not, and has not been, involved in a Proceeding in respect of which the Officer's entitlement to indemnification and/or advancements should be determined pursuant to Article 2.4.1 under a.

Executive Director

An executive Director.

Independent Counsel

An attorney or a firm of attorneys which:

- a. is experienced in matters of corporate law in the appropriate jurisdiction(s);
- b. during a period of one year prior to being requested to determine the Officer's entitlement to indemnification and/or advancements pursuant to Article 2.4.1 under b., has not represented any party involved in a Proceeding in a manner which is material to either Party; and

- c. under the applicable standards of professional conduct then prevailing, would not have a conflict of interests in representing either Party in determining the Officer's entitlement to indemnification and/or advancements pursuant to Article 2.4.1 under b.

Non-Executive Director	A non-executive Director.
Party	A party to this Agreement.
Proceeding	Any threatened, pending or completed suit, claim, action or legal proceedings of a civil, criminal, administrative, investigative or other nature, formal or informal, in which the Officer is, or becomes, involved.
Stock Exchange	Any of the following (including, for the avoidance of doubt, the Nasdaq Stock Market): <ul style="list-style-type: none"> a. a regulated market or multilateral trading facility as defined in Section 1:1 of the Dutch Financial Supervision Act; or b. a system comparable with a regulated market or multilateral trading facility as referred to under a. above, operating in a state which is not a Member State of the European Union or the European Economic Area.
Subsidiary	A subsidiary of the Company within the meaning of Section 2:24a DCC.

1.2 Interpretation

- 1.2.1 References to statutory provisions are to those provisions as they are in force from time to time.
- 1.2.2 Terms that are defined in the singular have a corresponding meaning in the plural.
- 1.2.3 No provision of this Agreement shall be interpreted adversely against a Party solely because that Party was responsible for drafting that particular provision.

- 1.2.4 Although this Agreement has been drafted in the English language, this Agreement pertains to Dutch legal concepts. Any consequence of the use of English words and expressions in this Agreement under any law other than Dutch law shall be disregarded.
- 1.2.5 The word “including” is used to indicate that the matters listed are not a complete enumeration of all matters covered.
- 1.2.6 The titles and headings in this Agreement are for construction purposes as well as for reference. No Party may derive any rights from such titles and headings.

2 INDEMNIFICATION AND INSURANCE

2.1 Entitlement to indemnification

- 2.1.1 The Company shall indemnify the Officer and hold the Officer harmless against:
- a. any financial losses or damages incurred by the Officer; and
 - b. any expense reasonably paid or incurred by the Officer in connection with any Proceeding,
- in each case to the extent this relates to the Officer’s current (or former) position as Executive Director and to the extent permitted by applicable law.
- 2.1.2 The right to indemnification conferred in Article 2.1.1 shall continue as to the Officer who has ceased to hold office as Executive Director and shall inure to the benefit of the Officer’s heirs, executors and administrators, subject always to Article 3.9.

2.2 Advancements

- 2.2.1 The Company shall promptly advance all reasonable and necessary expenses incurred by the Officer in connection with any Proceeding to the extent that the Company reasonably believes that the Officer is entitled to indemnification pursuant to Articles 2.1.1 and 2.3.1 in connection with such Proceeding, subject to the Officer submitting an itemised advance request to the Company.
- 2.2.2 To the extent that the Company has provided advancements pursuant to Article 2.2.1 in connection with a Proceeding in respect of which the Officer is not entitled to indemnification pursuant to Articles 2.1.1 and 2.3.1, such advancements shall promptly be reimbursed by the Officer.

2.3 Limitations

2.3.1 No indemnification shall be given to the Officer:

- a. if a competent court or arbitral tribunal has established that the acts or omissions of the Officer that led to the financial losses, damages, expenses or Proceeding are of an unlawful nature (including acts or omissions which are considered to constitute malice, gross negligence, intentional recklessness and/or serious culpability attributable to the Officer) and the Officer does not have, or no longer has, the possibility to appeal such decision;
- b. to the extent that the Officer's financial losses, damages and expenses are covered under insurance (including any applicable D&O Insurance) and the relevant insurer has settled, or has provided reimbursement for, these financial losses, damages and expenses (or has irrevocably undertaken to do so);
- c. in relation to proceedings brought by the Officer against the Company, except for proceedings brought to enforce indemnification to which the Officer is entitled pursuant to this Agreement, the Company's articles of association or any D&O Insurance taken out by the Company for the benefit of the Officer; or
- d. for any financial losses, damages or expenses incurred in connection with a settlement of any Proceeding effected without the Company's prior consent.

2.4 Determination of entitlement to indemnification and advancements

2.4.1 If the Officer wishes to claim indemnification and/or advancements pursuant to Articles 2.1 and 2.2, the Officer shall submit a request to that effect to the Company. Upon receipt of such request, the Officer's entitlement to indemnification and/or advancements pursuant to Articles 2.1 and 2.2 shall be determined by any of the following (at the election of the Company):

- a. so long as there are Disinterested Directors, either by majority vote of all Disinterested Directors or by majority vote of a committee composed exclusively of Disinterested Directors, provided that such committee is established by majority vote of all Disinterested Directors; or
- b. Independent Counsel in a written opinion delivered to each Party.

2.4.2 If the Company decides to request Independent Counsel to make the determination referred to in Article 2.4.1, the Company shall notify the Officer of the identity of the Independent Counsel selected by it. The Officer may, within one week, notify the Company of its objection to the Independent Counsel selected by the Company, but only on the grounds

that the relevant attorney or firm of attorneys does not meet the criteria of the definition of "Independent Counsel". In case of such objection being timely made and deemed well-founded by the Company, the Company shall select a different Independent Counsel and the previous two sentences apply mutatis mutandis in respect of such selection. The Company shall pay all fees and other expenses associated with the retention and services of Independent Counsel to make the determination referred to in Article 2.4.1.

- 2.4.3 The Company shall exert all reasonable efforts to cause any determination required under Article 2.4.1 to be made as promptly as practicable after the Officer has submitted its initial request for indemnification and/or advancements pursuant to Articles 2.1 and 2.2 and the Officer shall fully cooperate with the person(s) making such determination.

2.5 Proceedings

- 2.5.1 The Officer shall promptly notify the Company upon receipt of any complaint, demand letter, writ of summons or other indication that a Proceeding is being threatened or is forthcoming.
- 2.5.2 The Officer shall allow the Company to participate in any Proceeding and to assume the defence thereof in such manner as the Company deems appropriate, with counsel selected by the Company and reasonably satisfactory to the Officer, provided that:
- a. the Company must conduct any such defence in good faith and in a diligent manner; and
 - b. the Company shall not, without the Officer's prior consent, allow or condone any judgment or award against the Officer nor enter into any settlement or compromise pursuant to which non-monetary obligations or penalties (including incarceration) would be imposed on the Officer and/or monetary obligations would be imposed on the Officer which would not be indemnified in full pursuant to Articles 2.1.1 and 2.3.1.

2.6 D&O Insurance

- 2.6.1 The Company shall take out and maintain adequate D&O Insurance for the benefit of the Officer for as long as the Officer serves as Executive Director, subject to the acceptance of the Officer under the conditions by the insurer concerned.
- 2.6.2 The premiums payable for D&O Insurance covering the Officer as an insured shall be borne by the Company.

3 MISCELLANEOUS PROVISIONS

3.1 Confidentiality and disclosure

- 3.1.1 Subject to Articles 3.1.2 through 3.1.5, the Officer shall treat and safeguard as private and confidential all Confidential Information at all times and shall keep any copies thereof secure in such way so as to prevent unauthorised access by any third party.
- 3.1.2 The Officer shall not disclose any Confidential Information, unless:
- a. this is required under applicable law, Stock Exchange requirements and/or by any competent authority; or
 - b. it concerns a disclosure to the Officer's professional advisors, subject to a duty of confidentiality and only to the extent necessary for any lawful purpose.
- 3.1.3 Any disclosure of Confidential Information by the Officer under Article 3.1.2 shall be delayed until the Company has been consulted about the timing and content of such disclosure, to the extent that such a delay would be legally permissible.
- 3.1.4 The Officer shall, at the Company's first request and in any event upon the termination of this Agreement, promptly return or destroy all Confidential Information which the Officer has at [his/her] disposal, except to the extent that the Officer is required by applicable law to retain such Confidential Information.
- 3.1.5 All Confidential Information shall remain the exclusive property of the Company and/or its Subsidiaries, as the case may be. No right or licence is granted pursuant to this Agreement in relation to any Confidential Information.

3.2 Notices

- 3.2.1 All notices given under this Agreement shall be given or made by electronic means of communication or in writing and, in the latter case, shall be sent by courier service or by registered mail (with a copy of such notice or request being sent in advance by electronic means of communication).
- 3.2.2 All notices given under this Agreement to a Party which are sent by courier or by registered mail shall be sent:
- a. if to the Officer, to the address as on file with the Company at that time; and
 - b. if to the Company, to address as registered with the Dutch trade registry at that time, for the attention of the Board.

3.2.3 All notices given under this Agreement to a Party by electronic means of communication shall be sent:

- a. if to the Officer, to: [*e-mail address*]
- b. if to the Company, to: [*e-mail address*]

3.3 Entire agreement

3.3.1 This Agreement replaces and supersedes any existing indemnification agreement between the Parties, including any indemnification arrangements agreed between the Parties as part of a service, employment or other agreement.

3.4 No implied waiver

3.4.1 Nothing shall be construed as a waiver under this Agreement unless a document to that effect has been signed by the Parties or a notice to that effect has been given.

3.4.2 The failure of a Party to exercise or enforce any right under this Agreement shall not constitute a waiver of the right to exercise or enforce such right in the future.

3.5 Amendment

3.5.1 No amendment to this Agreement shall have any force or effect unless it is in writing and signed by both Parties.

3.6 Invalidity

3.6.1 In the event that a provision of this Agreement is null and void or unenforceable (either in whole or in part):

- a. the remainder of this Agreement shall continue to be effective to the extent that, given the substance and purpose of this Agreement, such remainder is not inextricably related to the null and void or unenforceable provision; and
- b. the Parties shall make every effort to reach agreement on a new provision which differs as little as possible from the null and void or unenforceable provision, taking into account the substance and purpose of this Agreement.

3.7 No rescission or nullification

3.7.1 To the extent permitted by law, the Parties waive their rights to rescind or nullify or to demand the rescission, nullification or amendment of this Agreement, in whole or in part, on any grounds whatsoever.

3.8 No transfer, assignment or encumbrance

3.8.1 No Party may transfer, assign or encumber its contractual relationship, any of its rights or any of its obligations under this Agreement.

3.9 Term and termination

3.9.1 Subject to Article 3.9.3, this Agreement shall remain in full force for the duration of the Officer's term of office as Executive Director and shall terminate, without prior notice being required, at the moment when the Officer ceases to be an Executive Director.

3.9.2 For purposes of Article 3.9.1, the Officer's term of office shall not be considered to have expired or interrupted if the Officer is reappointed as Executive Director for consecutive terms.

3.9.3 In case of a termination of this Agreement, the Officer's right to indemnification under Article 2 shall terminate at (and, exclusively for that purpose, the relevant provisions of this Agreement shall survive until) the later of the following moments:

- a. the expiration of the statute of limitations applicable to any claim that could be asserted against the Officer with respect to which the Officer would be entitled to indemnification under this Agreement;
- b. ten years after the date that the Officer has ceased to serve as an Executive Director; or
- c. if, at the later of the dates referred to in paragraphs a. and b. above, there would be an actual or pending Proceeding in respect of which the Officer would be entitled to indemnification under this Agreement or there is an actual or pending Proceeding in connection with this Agreement, one year after the competent court or arbitral tribunal has finally adjudicated such Proceeding, without possibility for appeal.

4 GOVERNING LAW AND JURISDICTION**4.1 Governing law**

4.1.1 This Agreement shall be governed by and construed in accordance with the laws of the Netherlands.

4.2 Jurisdiction

4.2.1 The Parties agree that any dispute in connection with this Agreement or any agreement resulting therefrom shall be submitted to the exclusive jurisdiction of the competent court in Amsterdam, the Netherlands.

(signature page follows)

Signature page to the indemnification agreement

[*name Officer*]

LAVA Therapeutics N.V.

Name :

Title :

INDEMNIFICATION AGREEMENT

between

[name]
as the Officer

and

LAVA Therapeutics N.V.
as the Company

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INDEMNIFICATION AGREEMENT**THIS AGREEMENT IS MADE ON [DATE] BETWEEN**

1. **Mr[s]. [name]**, born in **[place]** on **[date]** (the “**Officer**”).
2. **LAVA Therapeutics N.V.**, a public company with limited liability, having its corporate seat in Utrecht (address: Yalelaan 60, 3584 CM Utrecht, trade register number: 65335740) (the “**Company**”).

WHEREAS

- A. The Officer has been appointed as Non-Executive Director.
- B. The Parties now wish to enter into this Agreement in order to lay down the terms applicable to the indemnification arrangements between the Officer and the Company.

NOW HEREBY AGREE AS FOLLOWS**1 DEFINITIONS AND INTERPRETATION****1.1 Definitions**

1.1.1 In this Agreement the following definitions shall apply:

Agreement	This indemnification agreement.
Article	An article of this Agreement.
Board	The Company’s board of directors.

Confidential Information	Information relating to the Company, its Subsidiaries and/or their respective businesses, directors, officers and employees, received by the Officer at any time (including prior to the date of this Agreement and after the termination of this Agreement), by any means (including through discussions with any director, officer, employee or advisor of the Company or any of its Subsidiaries), except for information: <ul style="list-style-type: none"> a. which is in the public domain, other than as a result of a breach by the Officer (or by any party to whom information is disclosed by the Officer as permitted under this Agreement) of the obligations imposed by this Agreement or any other legal, contractual or fiduciary duty of confidentiality; or b. of which the Officer is able to demonstrate that it has lawfully become available to the Officer on a non-confidential basis from a source which was not prohibited from disclosing such information under any legal, contractual or fiduciary duty of confidentiality.
D&O Insurance	Directors and officers liability insurance.
DCC	The Dutch Civil Code.
Director	A member of the Board.
Disinterested Director	Any Non-Executive Director who is not, and has not been, involved in a Proceeding in respect of which the Officer's entitlement to indemnification and/or advancements should be determined pursuant to Article 2.4.1 under a.
Independent Counsel	An attorney or a firm of attorneys which: <ul style="list-style-type: none"> a. is experienced in matters of corporate law in the appropriate jurisdiction(s); b. during a period of one year prior to being requested to determine the Officer's entitlement to indemnification and/or advancements pursuant to Article 2.4.1 under b., has not represented any party involved in a Proceeding in a manner which is material to either Party; and c. under the applicable standards of professional conduct then prevailing, would not have a conflict of interests in representing either Party in determining the Officer's entitlement to indemnification and/or advancements pursuant to Article 2.4.1 under b.

Non-Executive Director	A non-executive Director.
Party	A party to this Agreement.
Proceeding	Any threatened, pending or completed suit, claim, action or legal proceedings of a civil, criminal, administrative, investigative or other nature, formal or informal, in which the Officer is, or becomes, involved.
Stock Exchange	Any of the following (including, for the avoidance of doubt, the Nasdaq Stock Market): <ul style="list-style-type: none">a. a regulated market or multilateral trading facility as defined in Section 1:1 of the Dutch Financial Supervision Act; orb. a system comparable with a regulated market or multilateral trading facility as referred to under a. above, operating in a state which is not a Member State of the European Union or the European Economic Area.
Subsidiary	A subsidiary of the Company within the meaning of Section 2:24a DCC.

1.2 Interpretation

- 1.2.1 References to statutory provisions are to those provisions as they are in force from time to time.
- 1.2.2 Terms that are defined in the singular have a corresponding meaning in the plural.
- 1.2.3 No provision of this Agreement shall be interpreted adversely against a Party solely because that Party was responsible for drafting that particular provision.
- 1.2.4 Although this Agreement has been drafted in the English language, this Agreement pertains to Dutch legal concepts. Any consequence of the use of English words and expressions in this Agreement under any law other than Dutch law shall be disregarded.

- 1.2.5 The word “including” is used to indicate that the matters listed are not a complete enumeration of all matters covered.
- 1.2.6 The titles and headings in this Agreement are for construction purposes as well as for reference. No Party may derive any rights from such titles and headings.

2 INDEMNIFICATION AND INSURANCE

2.1 Entitlement to indemnification

- 2.1.1 The Company shall indemnify the Officer and hold the Officer harmless against:
- a. any financial losses or damages incurred by the Officer; and
 - b. any expense reasonably paid or incurred by the Officer in connection with any Proceeding,
- in each case to the extent this relates to the Officer’s current (or former) position as Non-Executive Director and to the extent permitted by applicable law.
- 2.1.2 The right to indemnification conferred in Article 2.1.1 shall continue as to the Officer who has ceased to hold office as Non-Executive Director and shall inure to the benefit of the Officer’s heirs, executors and administrators, subject always to Article 3.9.

2.2 Advancements

- 2.2.1 The Company shall promptly advance all reasonable and necessary expenses incurred by the Officer in connection with any Proceeding to the extent that the Company reasonably believes that the Officer is entitled to indemnification pursuant to Articles 2.1.1 and 2.3.1 in connection with such Proceeding, subject to the Officer submitting an itemised advance request to the Company.
- 2.2.2 To the extent that the Company has provided advancements pursuant to Article 2.2.1 in connection with a Proceeding in respect of which the Officer is not entitled to indemnification pursuant to Articles 2.1.1 and 2.3.1, such advancements shall promptly be reimbursed by the Officer.

2.3 Limitations

2.3.1 No indemnification shall be given to the Officer:

- a. if a competent court or arbitral tribunal has established that the acts or omissions of the Officer that led to the financial losses, damages, expenses or Proceeding are of an unlawful nature (including acts or omissions which are considered to constitute malice, gross negligence, intentional recklessness and/or serious culpability attributable to the Officer) and the Officer does not have, or no longer has, the possibility to appeal such decision;
- b. to the extent that the Officer's financial losses, damages and expenses are covered under insurance (including any applicable D&O Insurance) and the relevant insurer has settled, or has provided reimbursement for, these financial losses, damages and expenses (or has irrevocably undertaken to do so);
- c. in relation to proceedings brought by the Officer against the Company, except for proceedings brought to enforce indemnification to which the Officer is entitled pursuant to this Agreement, the Company's articles of association or any D&O Insurance taken out by the Company for the benefit of the Officer; or
- d. for any financial losses, damages or expenses incurred in connection with a settlement of any Proceeding effected without the Company's prior consent.

2.4 Determination of entitlement to indemnification and advancements

2.4.1 If the Officer wishes to claim indemnification and/or advancements pursuant to Articles 2.1 and 2.2, the Officer shall submit a request to that effect to the Company. Upon receipt of such request, the Officer's entitlement to indemnification and/or advancements pursuant to Articles 2.1 and 2.2 shall be determined by any of the following (at the election of the Company):

- a. so long as there are Disinterested Directors, either by majority vote of all Disinterested Directors or by majority vote of a committee composed exclusively of Disinterested Directors, provided that such committee is established by majority vote of all Disinterested Directors; or
- b. Independent Counsel in a written opinion delivered to each Party.

2.4.2 If the Company decides to request Independent Counsel to make the determination referred to in Article 2.4.1, the Company shall notify the Officer of the identity of the Independent Counsel selected by it. The Officer may, within one week, notify the Company of its objection to the Independent Counsel selected by the Company, but only on the grounds that the relevant attorney or firm of attorneys does not meet the criteria of the definition of "Independent Counsel". In case of such objection being timely made and deemed well-

founded by the Company, the Company shall select a different Independent Counsel and the previous two sentences apply mutatis mutandis in respect of such selection. The Company shall pay all fees and other expenses associated with the retention and services of Independent Counsel to make the determination referred to in Article 2.4.1.

- 2.4.3 The Company shall exert all reasonable efforts to cause any determination required under Article 2.4.1 to be made as promptly as practicable after the Officer has submitted its initial request for indemnification and/or advancements pursuant to Articles 2.1 and 2.2 and the Officer shall fully cooperate with the person(s) making such determination.

2.5 Proceedings

- 2.5.1 The Officer shall promptly notify the Company upon receipt of any complaint, demand letter, writ of summons or other indication that a Proceeding is being threatened or is forthcoming.
- 2.5.2 The Officer shall allow the Company to participate in any Proceeding and to assume the defence thereof in such manner as the Company deems appropriate, with counsel selected by the Company and reasonably satisfactory to the Officer, provided that:
- a. the Company must conduct any such defence in good faith and in a diligent manner; and
 - b. the Company shall not, without the Officer's prior consent, allow or condone any judgment or award against the Officer nor enter into any settlement or compromise pursuant to which non-monetary obligations or penalties (including incarceration) would be imposed on the Officer and/or monetary obligations would be imposed on the Officer which would not be indemnified in full pursuant to Articles 2.1.1 and 2.3.1.

2.6 D&O Insurance

- 2.6.1 The Company shall take out and maintain adequate D&O Insurance for the benefit of the Officer for as long as the Officer serves as Non-Executive Director, subject to the acceptance of the Officer under the conditions by the insurer concerned.
- 2.6.2 The premiums payable for D&O Insurance covering the Officer as an insured shall be borne by the Company.

3 MISCELLANEOUS PROVISIONS

3.1 Confidentiality and disclosure

- 3.1.1 Subject to Articles 3.1.2 through 3.1.5, the Officer shall treat and safeguard as private and confidential all Confidential Information at all times and shall keep any copies thereof secure in such way so as to prevent unauthorised access by any third party.
- 3.1.2 The Officer shall not disclose any Confidential Information, unless:
- a. this is required under applicable law, Stock Exchange requirements and/or by any competent authority; or
 - b. it concerns a disclosure to the Officer's professional advisors, subject to a duty of confidentiality and only to the extent necessary for any lawful purpose.
- 3.1.3 Any disclosure of Confidential Information by the Officer under Article 3.1.2 shall be delayed until the Company has been consulted about the timing and content of such disclosure, to the extent that such a delay would be legally permissible.
- 3.1.4 The Officer shall, at the Company's first request and in any event upon the termination of this Agreement, promptly return or destroy all Confidential Information which the Officer has at [his/her] disposal, except to the extent that the Officer is required by applicable law to retain such Confidential Information.
- 3.1.5 All Confidential Information shall remain the exclusive property of the Company and/or its Subsidiaries, as the case may be. No right or licence is granted pursuant to this Agreement in relation to any Confidential Information.

3.2 Notices

- 3.2.1 All notices given under this Agreement shall be given or made by electronic means of communication or in writing and, in the latter case, shall be sent by courier service or by registered mail (with a copy of such notice or request being sent in advance by electronic means of communication).
- 3.2.2 All notices given under this Agreement to a Party which are sent by courier or by registered mail shall be sent:
- a. if to the Officer, to the address as on file with the Company at that time; and
 - b. if to the Company, to address as registered with the Dutch trade registry at that time, for the attention of the Board.

3.2.3 All notices given under this Agreement to a Party by electronic means of communication shall be sent:

- a. if to the Officer, to: [*e-mail address*]
- b. if to the Company, to: [*e-mail address*]

3.3 Entire agreement

3.3.1 This Agreement replaces and supersedes any existing indemnification agreement between the Parties, including any indemnification arrangements agreed between the Parties as part of a service, employment or other agreement.

3.4 No implied waiver

3.4.1 Nothing shall be construed as a waiver under this Agreement unless a document to that effect has been signed by the Parties or a notice to that effect has been given.

3.4.2 The failure of a Party to exercise or enforce any right under this Agreement shall not constitute a waiver of the right to exercise or enforce such right in the future.

3.5 Amendment

3.5.1 No amendment to this Agreement shall have any force or effect unless it is in writing and signed by both Parties.

3.6 Invalidity

3.6.1 In the event that a provision of this Agreement is null and void or unenforceable (either in whole or in part):

- a. the remainder of this Agreement shall continue to be effective to the extent that, given the substance and purpose of this Agreement, such remainder is not inextricably related to the null and void or unenforceable provision; and
- b. the Parties shall make every effort to reach agreement on a new provision which differs as little as possible from the null and void or unenforceable provision, taking into account the substance and purpose of this Agreement.

3.7 No rescission or nullification

3.7.1 To the extent permitted by law, the Parties waive their rights to rescind or nullify or to demand the rescission, nullification or amendment of this Agreement, in whole or in part, on any grounds whatsoever.

3.8 No transfer, assignment or encumbrance

3.8.1 No Party may transfer, assign or encumber its contractual relationship, any of its rights or any of its obligations under this Agreement.

3.9 Term and termination

3.9.1 Subject to Article 3.9.3, this Agreement shall remain in full force for the duration of the Officer's term of office as Non-Executive Director and shall terminate, without prior notice being required, at the moment when the Officer ceases to be a Non-Executive Director.

3.9.2 For purposes of Article 3.9.1, the Officer's term of office shall not be considered to have expired or interrupted if the Officer is reappointed as Non-Executive Director for consecutive terms.

3.9.3 In case of a termination of this Agreement, the Officer's right to indemnification under Article 2 shall terminate at (and, exclusively for that purpose, the relevant provisions of this Agreement shall survive until) the later of the following moments:

- a. the expiration of the statute of limitations applicable to any claim that could be asserted against the Officer with respect to which the Officer would be entitled to indemnification under this Agreement;
- b. ten years after the date that the Officer has ceased to serve as a Non-Executive Director; or
- c. if, at the later of the dates referred to in paragraphs a. and b. above, there would be an actual or pending Proceeding in respect of which the Officer would be entitled to indemnification under this Agreement or there is an actual or pending Proceeding in connection with this Agreement, one year after the competent court or arbitral tribunal has finally adjudicated such Proceeding, without possibility for appeal.

4 GOVERNING LAW AND JURISDICTION**4.1 Governing law**

4.1.1 This Agreement shall be governed by and construed in accordance with the laws of the Netherlands.

4.2 Jurisdiction

4.2.1 The Parties agree that any dispute in connection with this Agreement or any agreement resulting therefrom shall be submitted to the exclusive jurisdiction of the competent court in Amsterdam, the Netherlands.

(signature page follows)

Signature page to the indemnification agreement

[*name Officer*]

LAVA Therapeutics N.V.

Name :

Title :

TERMS AND CONDITIONS

of the

STOCK OPTION PLAN

relating to

depository receipts for shares in the capital of:

LAVA THERAPEUTICS B.V.

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ANNEXES

Annex 1	Articles of Association of the Foundation
Annex 2	Trust Conditions of the Foundation
Annex 3	Form of Exercise Notice
Annex 4	Form of Option Agreement

PREAMBLE:

- A. For the purpose of attracting, retaining and motivating selected current and future Employees, consultants and/or other nominees for the purposes of encouraging and rewarding their contributions to the performance of LAVA Therapeutics B.V. (the **Company**) and for the purposes of aligning their interests with the interests of the Company's shareholders, the Company wishes to operate this incentive scheme whereby Options may be granted to Participants from time to time under the terms and conditions of this option plan (the **Option Plan**).
- B. This Option Plan, setting out the general terms and conditions of this master Option Plan award, will serve as a framework, while a separate option agreement governing the grant of Options will be concluded between the Company and each Participant.
- C. The Grant of an Option will give the Participants the right to acquire a number of Depositary Receipts during the Exercise Period, upon payment of the Exercise Price.
- D. Any and all rights and obligations that arise from the grant and exercise of Options between the Company and the Participants are governed by this Option Plan, as applicable from time to time, and the individual Option Agreements.

EMPLOYEE STOCK OPTION PLAN

Article 1. Definitions

1.1 In this Option Plan, the following definitions will apply unless explicitly expressed otherwise:

Additional Shares:	set forth in Article 6.1;
Annex:	an annex to this Option Plan;
Article:	an article of this Option Plan;
Articles of Association:	the articles of association of the Foundation, attached hereto as <u>Annex 1</u> ;
Bad Leaver:	set forth in Article 13.1;
Bad Leaver Price:	an amount equal to the lesser of (i) 25% of the fair market value of the relevant Depositary Receipts, and (ii) the Exercise Price paid for such Depositary Receipts by the Participant;

Board:	the board of statutory directors (<i>statutair bestuurders</i>) of the Company;
Cause:	(a) a Participant committing an act of fraud against the Company or a company of the Group, or (b) a Participant committing an act or omission that qualifies (or would qualify if the Participant was an Employee) as an urgent cause (<i>dringende reden</i>) set forth in section 7:678 DCC;
Company:	LAVA Therapeutics B.V., a private company with limited liability (<i>een besloten vennootschap met beperkte aansprakelijkheid</i>), with its statutory seat in 's-Hertogenbosch, and its office address at Onderwijsboulevard 225, 5223 DE 's-Hertogenbosch;
Date of Grant:	the date on which the Option is granted to the Participant;
DCC:	Dutch Civil Code (<i>Burgerlijk Wetboek</i>);
Depository Receipt(s):	one or more depository receipt(s) for ordinary shares (<i>certificaten van aandelen</i>) in the capital of the Company, each with a nominal value of EUR 0.01 (one Eurocent);
Director:	a member of the Board;
Effective Date:	has the meaning set forth in Article 3;
Employee:	any individual who is employed by the Company or a company within the Group;
Exercise Notice:	the notice pursuant to which a Participant may exercise any Vested Options, attached hereto as <u>Annex 3</u> ;
Exercise Period:	the period in which the Participant can exercise its Vested Option as determined by the Board (as described in the written notice of the Board, sent by the Board in accordance with Article 8.6), being at least 10 business days;
Exercise Price:	the price per Share at which a Vested Option may be exercised, as specified in the Option Agreement, as determined by the Board subject to the prior approval of the Supervisory Board;

Foundation:	the foundation: Stichting Administratiekantoor Lava Therapeutics, a foundation (<i>stichting</i>), with its statutory seat in Den Bosch and its office address at Onderwijsboulevard 225, 5223 DE 's-Hertogenbosch;
GM:	the general meeting (<i>algemene vergadering</i>) of the Company;
Good Leaver:	set forth in Article 13.3;
Grant:	means the grant of one or more Options;
Group:	all subsidiaries and affiliated companies of the Company, as may change from time to time;
Liquidity Event:	either: <ul style="list-style-type: none"> (i) the liquidation or bankruptcy of the Company; (ii) the dissolution of the Company; (iii) the sale of all or substantially all of the Company's assets; (v) a merger or consolidation of the Company with any other company as a result of which the Shareholders own less than 50% (fifty percent) of the issued and outstanding capital in the surviving entity; (vi) a sale of more than 50% (fifty percent) of the then outstanding shares in the Company by a trade sale or otherwise, however excluding an initial public offering; or (viii) a distribution of a dividend (i.e. no repayment of nominal share capital or share premium) to holders of shares that are the same class as the Shares as a result of lease or licensing out of all or a substantial part of the Company's assets resulting in the Company no longer exclusively controlling such asset;
Option:	means the right to acquire during the Exercise Period one Depositary Receipt against payment of the Exercise Price subject to the terms and conditions of this Option Plan and the Option Agreement;
Option Agreement:	the signed written agreement between the Participant and the Company, with respect to each Option granted to a Participant, setting forth the terms and conditions of the Option, substantially in the form attached hereto as <u>Annex 4</u> ;

Option Period:	the period in which the Option remains valid, running as of the Date of Grant and ending on any such date specified in the Option Agreement;
Option Plan:	this option plan, as may be amended from time to time;
Participant:	an Employee, Director, Supervisory Director, consultant or other nominee to whom an Option has been granted under this Option Plan;
Purchase Price:	set forth in Article 8.7;
Share(s):	one or more ordinary shares in the capital of the Company, each with a nominal value of EUR 0.01 (one Eurocent);
Shareholders:	the holders of legal title to one or more shares in the capital of the Company;
Supervisory Board:	the supervisory board (<i>raad van commissarissen</i>) of the Company;
Supervisory Director:	a member of the Supervisory Board;
Termination Date:	means the date on which an Option may no longer be exercised, namely the end of the Exercise Period as described in the written notice of the Board, sent by the Board in accordance with Article 8.6;
Total and Permanent Disability:	the mental or physical disability, whether occupational or non-occupational in cause, which satisfies such definition in the applicable national legislation pertaining to persons with disability;
Trust Conditions:	the terms and conditions that govern the issue, transfer and deposit of the Depositary Receipts and the rights and obligations for the holders of Depositary Receipts (<i>administratievoorwaarden</i>), attached hereto as <u>Annex 2</u> ;
Vested:	means the occasion upon which an Option can be exercised in accordance with this Option Plan; and
Vesting Date:	means the date on which an Option starts to vest.

- 1.2 In this Option Plan, headings are inserted for convenience purposes only. They shall not affect the interpretation of this Option Plan.
- 1.3 Unless the context requires otherwise, words denoting the singular shall include the plural and vice versa. Words denoting one gender shall include the other gender.
- 1.4 English language words used in this Option Plan intend to describe Dutch legal concepts only and the consequences of the use of those words in English law or any other foreign law shall be disregarded.

Article 2. Option Plan

- 2.1 The Company wishes to grant Participants Options, subject to the terms and conditions set forth in this Option Plan and in the Option Agreement.
- 2.2 This Option Plan enables Participants to benefit from the anticipated future growth and success of the Group.
- 2.3 This Option Plan shall relate to no more than a percentage of the financial rights attached to the share capital of the Company, as set out in the shareholders' agreement regarding the Company dated 31 January 2018 (as may be amended from time to time).

Article 3. Effective Date

This Option Plan is, subject to prior approval of the Supervisory Board, effective as 31 January 2018 (the **Effective Date**).

Article 4. Authority of the Board

- 4.1 This Option Plan shall be administered by the Board and the Board shall, with the prior approval of the Supervisory Board, have all the power and authority necessary for the (execution of the) Option Plan, subject to the terms and conditions hereof.
- 4.2 The Board shall, with the prior approval of the Supervisory Board, have the authority, on behalf of the Company, to:
 - i) prescribe, amend and rescind rules and regulations relating to this Option Plan unless, with respect to any Option previously granted to the Participant and without his or her consent, such action would adversely materially affect the rights or position of the Participant in that respect;
 - ii) construe and interpret this Option Plan, any Option Agreement and any other agreement or document executed pursuant to this Option Plan;

- iii) make all other determinations deemed necessary or desirable for the administration of this Option Plan.
- 4.3 The Board's interpretation and construction of any provision of this Option Plan, of any Option granted under this Option Plan or of any Option Agreement shall be final and binding on all persons claiming an interest in an Option granted under this Option Plan. The Board, the Supervisory Board and/or the Company shall not be liable for any action or determination made in good faith with respect to this Option Plan.
- 4.4 This Option Plan was approved by the Supervisory Board on [16 May 2018]. Any future material modifications of this Option Plan require the prior approval of the Supervisory Board.

Article 5. Eligibility and Participation

- 5.1 Employees, Directors, Supervisory Directors, consultants, but also other persons, may become Participants to this Option Plan. The Board shall have complete discretion to select Participants (not being Supervisory Directors) who are eligible for participation, it being understood that such determination and granting of Options shall be subject to the prior approval of the Supervisory Board when it concerns the determination of eligible Employees, Directors, consultants and other persons not being Supervisory Directors. The GM shall have complete discretion to select the Supervisory Directors that are eligible for participation and to determine the size of their Grant. Options may be granted to a Participant upon the commencement of his/her engagement and/or may be granted on regular, periodical basis.
- 5.2 A Grant in one year does not create rights for future years. A Grant does not qualify as a term of employment for Employees and shall not be included in the calculation of any termination payment for an Employee. Neither this Option Plan nor the grant of Options under the Option Agreement shall confer upon the Participant any right to receive additional or future Options or similar rights.
- 5.3 This Option Plan shall not at any time affect the rights of the (shareholders of the) Company or a company within the Group to terminate such Participant's status as an Employee, Director, Supervisory Director or consultant (whether with or without Cause).

Article 6. Foundation

- 6.1 In order to cover the exercise of Grants under this Option Plan, the Foundation might need to acquire additional Shares from the Company (the **Additional Shares**). Subject to the required approvals and corresponding resolutions, the Company shall, upon request of the Foundation, sell or issue such number of Shares to the Foundation as are needed to fulfil the Foundation's obligations under this Option Plan. The issue and/or purchase price shall be determined prior to the issue or sale of the Additional Shares in accordance with the applicable tax regulations.

- 6.2 The Foundation shall issue one Depositary Receipt for each Share the Company has issued or issues to the Foundation (unless the Foundation wants to keep this Share temporarily in stock) under the conditions as laid down in this Option Plan as well as the Trust Conditions, as amended from time to time.
- 6.3 The Articles of Association are attached hereto as Annex 1 and the Trust Conditions are attached hereto as Annex 2.
- 6.4 The Supervisory Board shall be entitled to appoint and dismiss the administrators (*bestuurders*) of the Foundation, it being understood that there always need to be at least two administrators in office.
- 6.5 The aggregate par value of the Shares, title to which is held by the Foundation, will be equal to the aggregate par value of the Depositary Receipts, issued by the Foundation.
- 6.6 The holders of Depositary Receipts do not have meeting rights at the GM as referred to in section 2:227 DCC.
- 6.7 Under no circumstances shall a Participant be entitled to decertify (*decertificeren*) or demand decertification of his/her Depositary Receipts, unless explicitly provided for in this Option Plan, the Option Agreement, the Articles of Association or the Trust Conditions.
- 6.8 The Foundation shall be permitted to cancel the Depositary Receipts of the Participant if the Foundation is obliged to transfer the corresponding Shares pursuant to the shareholders' agreement regarding the Company dated 31 January 2018 (as may be amended from time to time), to which the Foundation is a party. In case of any cancellation of Depositary Receipts of any Participant pursuant to this Article 6.8, the Depositary Receipts may only be cancelled by the Foundation provided that the proceeds received by the Foundation are without any delay distributed to the Participant in accordance with the Articles of Association and the Trust Conditions.

Article 7. Depositary Receipts

- 7.1 Options granted under this Option Plan shall be granted only on Depositary Receipts.

- 7.2 The Depositary Receipts acquired upon exercise of the Option may not and cannot, without the prior written approval of the Board and the Supervisory Board, be assigned or transferred, unless in accordance with or otherwise provided for in this Option Plan (for instance in case of death of the Participant) and/or the Option Agreement and/or the Trust Conditions. The Depositary Receipts may not and cannot be pledged, encumbered or otherwise used for the purpose of creating security title or interest of whatsoever nature, without the prior written approval of the Board, subject to the prior approval of the Supervisory Board.

Article 8. Granting, vesting and terms of Options

- 8.1 Subject to Article 4 and Article 5, Options shall be granted by the Board, subject to prior approval of the Supervisory Board or the GM, as the case may be, to the Participants.
- 8.2 Each Grant shall be evidenced by a written Option Agreement, setting forth the specific terms and conditions pertaining to such Option.
- 8.3 An Option starts Vesting on the Vesting Date as specified in the Option Agreement, and Vests in accordance with the following vesting scheme:
- i) 25% of the Options granted at any moment shall have Vested upon the first anniversary of the Date of Grant; and
 - ii) the remaining 75% of the Options shall Vest with 2.083% per month and on a linear basis over a period of three years from the first anniversary of the Date of Grant (i.e. in total 50% upon the second anniversary of the Date of Grant and in total 62.5% six months after the second anniversary of the Date of Grant).

Should the Vesting result in an Option that entitles a Participant to a fraction of a Depositary Receipt, this fraction of a Depositary Receipt shall at the discretion of the Board, subject to the prior approval of the Supervisory Board either (i) be paid to the Participant in cash at fair market value, or (ii) be rounded down to the nearest number of Depositary Receipts.

- 8.4 Notwithstanding Article 8.3, the unvested Options held by Participants (other than Supervisory Directors) shall at the sole discretion of the Supervisory Board in whole or in part become Vested upon the occurrence of a Liquidity Event, provided that the Participant on the date that the Liquidity Event occurs still qualifies as an Employee, Director, consultant and/or another capacity it has when it received its Options. Unvested Options held by Supervisory Directors shall at the sole discretion of the GM in whole or in part become Vested upon the occurrence of a Liquidity Event, provided that the Supervisory Director on the date that the Liquidity Event occurs still qualifies as a Supervisory Director.

- 8.5 Each Option Agreement shall state the Exercise Price for the Depositary Receipts to which the Option pertains.
- 8.6 Only Vested Options can be exercised within an Exercise Period. Once a year in the month June and in any event also upon the expected occurrence of a Liquidity Event, the Board shall inform all Participants in writing of the possibility to exercise any Vested Options. A Participant may exercise an Option by delivering an Exercise Notice to the Company. A Participant exercising an Option shall pay the Exercise Price in conformity with Article 10. Any Depositary Receipts issuable upon the exercise of an Option shall be issued as soon as possible after the Board having received the duly executed Exercise Notice and in any event within 20 business days thereafter, provided the Exercise Price was paid by the respective Participant.
- 8.7 In the event of a Liquidity Event whereby a third party is involved, the Board may, with the prior approval of the Supervisory Board, decide that upon exercise of an Option by a Participant, the Depositary Receipts will not be issued to the Participant against payment of the Exercise Price, but instead (i) the Option will be cancelled without issuance of Depositary Receipts to the Participant on the condition that (ii) the Exercise Price is set off against the purchase price which purchase price the Participant would have received would he/she have sold his/her Depositary Receipts to a third party in case of a Liquidity Event (the **Purchase Price**) whilst (iii) the balance of the Purchase Price and the Exercise Price for his/her Depositary Receipts is transferred to a bank account in the name of the Participant as soon as reasonably possible.
- The Board may, with the prior approval of the Supervisory Board, for reasons of efficiency (though at its sole discretion) decide to handle the exercise (including the Participant's decision to exercise) of the Depositary Receipts in any alternative manner, provided however this alternative manner (i) does not materially adversely and financially affect the position of the Participant and (ii) is merely construed for cost or time-efficient, logistic and pragmatic reasons and does not negatively change the end result for the Participants e.g. the entitlement of the Participants to cash may not be converted into an entitlement to Shares and/or Depositary Receipts.
- 8.8 An Option granted to a Participant is strictly personal and shall be exercisable only by the Participant and shall neither be assignable nor transferable, unless in accordance with or otherwise provided for in this Option Plan (for instance in case of death of the Participant) and/or the Option Agreement and/or the Trust Conditions. Any attempted assignment or transfer (not in accordance with or otherwise provided for in this Option Plan (for instance in case of death of the Participant) and/or the Option Agreement and/or the Trust Conditions) shall be deemed to be null and void and the Option shall lapse with immediate effect.
- 8.9 A Participant shall not have the rights of holders of depositary receipts, until the date of issuance of Depositary Receipts to the Participant. No adjustment shall be made for dividends (ordinary or extraordinary or whether in currency, securities, or other property), distributions or other rights accruing prior to the date of issuance of the Depositary Receipts to the Participant.

- 8.10 An Option Agreement may contain such other provisions as are deemed desirable by the Board provided these provisions are not inconsistent with the terms of this Option Plan, including but not limited to: restrictions on the exercise of Options, restrictions on the disposal of the Depositary Receipts, restrictions on continued ownership of Depositary Receipts following the date of termination of employment, submission by the Participant of such forms and documents as the Board may reasonably require, obligations for the Participant to mandatorily sell the Depositary Receipts to a third party in case of a Liquidity Event (drag along rights), and/or procedures to facilitate the payment of the Exercise Price of an Option.

Article 9. Internal Reorganisation, takeover, merger and liquidation

- 9.1 In the event of an internal reorganisation, recapitalisation or refinancing of the Company and/or companies of the Group, the Board, subject to the prior approval of the Supervisory Board, may make or cause to make any adjustments to the Options such as but not limited to: the class and/or number of Depositary Receipts covered by this Option Plan, the number of Depositary Receipts for which each outstanding Option pertains, the Exercise Price of an Option and/or any other aspect of this Option Plan.
- 9.2 All adjustments described in this Article 9 shall be made by the Board, subject to approval of the Supervisory Board, in its complete discretion, and such determination shall be conclusive and binding on all Participants.
- 9.3 The Grant of an Option pursuant to this Option Plan shall not affect in any way the right or power of the Company to effectuate an internal reorganisation, recapitalisation, merger, takeover, refinancing or liquidation of the Group.

Article 10. Payment of the Exercise Price

- 10.1 Payment of the Exercise Price for any Depositary Receipts acquired pursuant to this Option Plan shall be made by the Participant via a bank transfer to the bank account of the Foundation or a third party bank account designated by the board of directors of the Foundation.
- 10.2 No other amounts than the Exercise Price, the taxes due (such as wage tax and income tax) and employee social security levies shall be payable by the Participant for obtaining the Options and for the administration thereof by the Foundation.

Article 11. Tax and social security levies

- 11.1 All applicable wage tax and employee social security levies in respect of the implementation and/or execution of this Option Plan shall be borne by the Participant.
- 11.2 The Company or the Group shall observe any obligation to withhold any personal tax and employee social security levies due in the Netherlands.
- 11.3 All fiscal and social security consequences resulting from the Option Plan are at the expense of the Participant in accordance with the provisions of clause 4 of the Exercise Notice. The Company or the Group may require the Participant to remit to the Company an amount sufficient to satisfy all withholding tax requirements (other than the withholding of personal tax and employee social security levies).
- 11.4 This Option Plan is governed by the applicable tax and social security legislation and regulations prevailing at the date of the adoption of this Option Plan by the Supervisory Board. If any tax and/or social security legislation or regulations are amended in the future and any tax or employee social security levies become payable, the costs and risks related thereto shall be borne by the Participant, unless otherwise decided by the Supervisory Board or the GM.
- 11.5 The Company shall be entitled to set off all taxes and employee social security levies as paid by the Company in connection with the exercise of any Option against any payment obligation it may have towards the Participants (such as the payment of the salary or management fee of the Participant).
- 11.6 The Participant indemnifies the Company and the Group for all of the Company and Group's costs resulting from the fact that the Participant did not fully comply with its fiscal obligations in connection with the exercise of an Option, such as the payment of income tax (as far as applicable).

Article 12. Other Restrictions

- 12.1 This Option Plan does not form part of any employment agreement concluded between the Participant and the Company or a company within the Group, and shall not be construed to give any Participant the right to remain in the employ of the Company or a company within the Group.
- 12.2 Any benefits derived by the Participant under this Option Plan shall not be taken into account for the purposes of determining the Participant's contribution or entitlement to benefits under any pension arrangement or for the purposes of determining any other claim for compensation the Participant may have against the Company or against any other company within the Group.

Article 13. Lapse of Options and transfer of Depositary Receipts

- 13.1 All Vested (but not yet exercised) and unvested Options of an Participant shall immediately lapse and be deemed cancelled on the earliest of the following events, in which case the Participant qualifies as a bad leaver (a **Bad Leaver**), without any prior notice being required and without any compensation being due by the Company:
- i) termination of the relationship of the Participant with the Company or a member of the Group for Cause;
 - ii) termination of the employment agreement or the consultancy agreement of the Participant with the Company or a member of the Group on reasonable grounds (*redelijke grond*) as defined in section 7:669 subsection 3 sub clause (e) DCC;
 - iii) a Participant having been convicted of a criminal offence punished by imprisonment; or
 - iv) upon material violation by the Participant of the terms and conditions of (a) his relationship with the Company or a member of the Group (e.g. non-compete, non-solicitation, confidentiality, etc.), (b) this Option Plan, (c) the Option Agreement, and/or (d) any other rules or regulations of the Company or a member of the Group that are applicable to the Participant.
- 13.2 If a Participant qualifies as a Bad Leaver:
- i) the Participant shall be obliged to transfer the Depositary Receipts it holds as a result of the exercise of an Option to the Company and the Company shall be entitled to repurchase such Depositary Receipts for the Bad Leaver Price. Such transfer shall take place within 2 weeks as from the date the Participant qualifies as a Bad Leaver; and/or
 - ii) the Foundation shall be permitted to cancel the Depositary Receipts of the Participant against payment of the Bad Leaver Price for such Depositary Receipts.
- 13.3 A Participant qualifies as a good leaver (a **Good Leaver**) if the relationship of the Participant with the Company or a member of the Group is terminated for other reasons than would have qualified the Participant as a Bad Leaver.
- 13.4 If a Participant qualifies as a Good Leaver:
- i) the unvested part of an Option shall immediately lapse and be deemed cancelled without any prior notice being required and without any compensation being due;
 - ii) the Participant is entitled to keep its Depositary Receipts it holds as a result of the exercise of an Option;
 - iii) the Participant shall be entitled to exercise any Vested Options held by him/her within the next Exercise Period, subject to the condition that (a) the Participant informs the Company in writing – within a period of 4 weeks as from the date the Participant qualifies as a Good Leaver – that the Participant shall exercise its Vested Options within the next Exercise

Period and (b) the Participant having paid the Exercise Price to the bank account of the Foundation or a third party bank account designated by the board of directors of the Foundation (failing which, (a) and/or (b), any such Vested Options shall lapse and be deemed cancelled).

Notwithstanding the foregoing, in case of the death of the Participant:

- iv) this Article 13.4 shall be applicable to his/her legal successors (*erfgenamen*);
- v) the Depositary Receipts of the Participant and the right of the Participant to exercise any Vested Options in accordance with this Article 13.4 shall be acquired by his/her legal successors (*erfgenamen*) under a universal title of succession (*onder algemene titel*) in accordance with the terms and conditions of the Dutch applicable inheritance law; and
- vi) in such case, the term of 4 weeks mentioned in this Article 13.4 iii) above shall be extended to 8 weeks as of the death of the Participant.

13.5 The Participant shall not be entitled to compensation for any loss resulting from the expiration, cancellation or forfeiture of any Vested or unvested Options.

13.6 If an Option lapses, that lapsed Option shall cease to attribute any rights whatsoever to the Participant.

13.7 The Board is, subject to prior approval of the Supervisory Board, authorized to grant any Options that have lapsed to eligible Participants subject to the terms and conditions of this Option Plan.

Article 14. Notices

14.1 Notices pursuant to this Option Plan to be submitted to a Participant, shall be deemed to be addressed correctly if they have been sent to the address of the Participant as known by the human resources department of the Company or of the Group.

14.2 Any other notice or communication to be provided under this Option Plan shall be deemed to have been delivered: (i) on the date of hand delivery to the parties' addresses as specified in the Participant's Option Agreement or at such other delivery addresses which have been provided, which delivery is evidenced by a receipt signed by the receiving party; or (ii) on the date of expedition by registered mail to the parties' addresses as specified in the Participant's Option Agreement or at such other mailing address which has been provided.

Article 15. Conflict with Option Agreement

In case of a conflict between the provisions of an Option Agreement and this Option Plan, the provisions of the Option Agreement shall prevail. Any conflicting or inconsistent term of this Option Plan shall be interpreted and implemented by the Board in a manner consistent with the Option Agreement.

Article 16. Amendment or Termination of this Option Plan

The Board may decide revising, amending, suspending or terminating this Option Plan in whole or in part including, without limitation to correct any inconsistency, defect or omission in this Option Plan or in any Option granted under this Option Plan, provided that it has received the prior approval of the Supervisory Board.

Article 17. Entire Option Plan

This Option Plan constitutes the final written expression of the general terms of this Option Plan between the Participant and the Company relating to the subject matter contained herein and is the complete and exclusive statement of these terms. This Option Plan supersedes all prior documents with respect to such subject matter between the Participant and the Company.

Article 18. Confidentiality

By executing the Option Agreement, the Participant shall accept an obligation not to disclose any information regarding this Option Plan, or any information in connection therewith, unless the Participant is legally obliged to disclose such information by law or stock exchange regulations.

Article 19. General Provisions

- 19.1 Should any provision of this Option Plan be or become partly or entirely invalid, then this shall not affect the validity of the remaining provisions.
- 19.2 The Company shall bear the costs and expenses relating to the draft and execution of this Option Plan and related documents.

Article 20. Governing Law. Competent Court

- 20.1 This Option Plan shall be governed by and construed in accordance with the laws of the Netherlands.
- 20.2 The district court in Amsterdam, the Netherlands shall have exclusive jurisdiction over a dispute arising out of or in connection with this Option Plan, as well as over any claims to demand performance under this Option Plan.



MZ/ED/1016827

AMENDMENT TERMS AND CONDITIONS OF ADMINISTRATION
Stichting Administratiekantoor LAVA Therapeutics

This day, the thirty-first day of January two thousand eighteen, appeared before me, Maarten Willem van der Zanden, civil law notary practising in Amsterdam, the Netherlands:

Mrs Gera van Luling, born in Haarlemmermeer, the Netherlands, on the twelfth day of February nineteen hundred sixty-two, employed and electing domicile in this matter at my, civil-law notary's office (1082 LZ Amsterdam, the Netherlands, Parnassusweg 823), for the purpose of performing the legal acts stated below, in this matter acting as the authorised representative of the foundation:

STICHTING ADMINISTRATIEKANTOOR LAVA THERAPEUTICS, having its registered office in 's-Hertogenbosch (the Netherlands) and its business office at 5223 DE 's-Hertogenbosch, the Netherlands, Onderwijsboulevard 225, registered with the trade register of the Chamber of Commerce under number 68906021 (the "Foundation").

- The foundation is incorporated by deed executed on the second day of June two thousand seventeen before an assigned civil-law notary of Mr H.F.G. Stroom, civil-law notary in Eindhoven.

The articles of association of the foundation were lastly amended by deed on the thirty-first day of January two thousand eighteen before me, civil-law notary.

- The terms and conditions of administration of the Foundation are adopted by deed executed on the second day of June two thousand seventeen before an assigned civil-law notary of Mr H.F.G. Stroom, civil-law notary aforementioned.

The terms and conditions of administration have not been amended since.

- Based on article 10 paragraph 1 of the terms and conditions of administration of the Foundation, the terms and conditions of administration may be amended by a decision of the board of the Foundation, with due observance of the provisions of the articles of association of the Foundation regarding an amendment of the Articles of Association of the Foundation.
- The board of the foundation has resolved on the thirtieth day of January two thousand eighteen to (i) amend the terms and conditions of administration of the foundation as stated hereinafter and (ii) authorize the appearer to execute this deed, which resolutions appear from the board resolution attached to this deed as Annex.

In order to carry out the (legal) acts contemplated in the board resolution, the appearer, acting in the aforementioned capacity, declares to amend the terms and conditions of administration of the Foundation as follows:



TERMS AND CONDITIONS OF ADMINISTRATION

Definitions

For the purposes of these terms and conditions of administration, the terms listed below shall be defined as follows:

Foundation:	Stichting Administratiekantoor LAVA Therapeutics, a foundation (<i>'een stichting'</i>) organized and existing under the laws of the Netherlands, having its seat in 's-Hertogenbosch (the Netherlands), with address 5223 DE 's-Hertogenbosch (the Netherlands), Onderwijsboulevard 225;
Bad Leaver:	A Participant to whom one or more of the following events applies: i) termination of the relationship of the Participant with the Company for Cause; ii) termination of the employment agreement or consultancy agreement of the Participant with the Company on reasonable grounds (<i>redelijke grond</i>) as defined in clause 7:669 subsection 3 sub clause (e) Dutch Civil Code; iii) a Participant having been convicted of a criminal offence punished by imprisonment; iv) upon material violation by the Participant of the terms and conditions of (i) his relationship with the Company (e.g. non-compete, non-solicitation, confidentiality, etc.), (ii) the ESOP (incl. the option agreement) and/or any other rules or regulations of the Group that are applicable to the Participant, unless otherwise defined in the ESOP;
Board:	the Foundation's board (<i>bestuur</i>);
Cause:	i) a Participant committing an act of fraud against a company of the Group, or ii) a Participant committing an act or omission that qualifies (or would qualify if the Participant was an employee) as an urgent cause (<i>dringende reden</i>) set forth in article 6:678 DCC; unless otherwise defined in the ESOP
Shares:	the ordinary shares in the Company;
Company:	LAVA Therapeutics B.V., a private limited liability company (<i>'besloten vennootschap met beperkte aansprakelijkheid'</i>) organized and existing under the laws of the Netherlands, having its corporate seat at 's-Hertogenbosch (the Netherlands), with address 5223 DE 's-Hertogenbosch (the Netherlands), Onderwijsboulevard 225, registered with the trade register under number 65335740;
Depository Receipts:	the rights acquired vis-a-vis the Foundation pursuant to the transfer of title to Shares to the Foundation for the purpose of administration by the Foundation;



ESOP:	the employee stock option Plan of the Company, and the relevant option agreement entered into with the Participant, both as amended, modified, supplemented or restated from time to time in accordance with their terms;
Group:	all subsidiaries and affiliated companies of the Company, as may change from time to time;
Participant:	any employee, director, consultant or other person related to the Company or to any other legal entity the Company is affiliated with in a group, who holds and/or acquires Depositary Receipts;
Exercise Price:	the price per Depositary Receipt payable at the time of an issuance of Depositary Receipts in accordance with the ESOP, which includes the par value of the Depositary Receipts;
Meeting right:	the right to attend and address the general meeting of the Company, as set out in article 2:227 sub 4 of the Dutch Civil Code;
Terms and Conditions:	the terms and conditions of administration to which this deed relate;

Depositary receipts.

Article 1

1. In consideration for acquiring title to the Shares for administration, the Foundation shall issue Depositary Receipts. The Depositary Receipts shall be numbered; their numbering shall be equal to the numbering of the corresponding Shares.
2. The Foundation may acquire fully-paid up Shares and Shares that are not fully-paid up.
3. The par value of the Depositary Receipts shall be equivalent to the par value of the Shares for which they have been issued. Depositary Receipts shall be proportionally adjusted in such manner as the Board acting in good faith shall deem appropriate for any increase or decrease in the number of issued Shares resulting from a stock split, reverse stock split, stock dividend, combination, or reclassification of shares, or any other increase or decrease in the number of issued Shares effected without receipt of cash consideration by the Company. Such adjustment shall be made by the Board, whose determination in that respect shall be final, binding, and conclusive. Except as expressly provided in this Article 1.3, no issuance by the Company of Shares of any class, or securities convertible into Shares of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number or price of Depositary Receipts, unless otherwise determined by the Board.
4. All Depositary Receipts shall be in registered form.
5. Only the following persons can be a holder of Depositary Receipts:
 - a. a Participant;
 - b. the Foundation;
 - c. the Company.
6. Holders of Depositary Receipts shall not have Meeting right.

Register of holders of Depositary Receipts



Article 2

1. The Board shall keep a register in which the names and addresses of all holders of Depositary Receipts shall be recorded.
2. The register shall be regularly updated. Holders of Depositary Receipts shall be obliged to notify the Foundation of their address.
3. The Board shall, upon request and free of charge, provide holders of Depositary Receipts with an excerpt from the register relating to their right to Depositary Receipts.
4. The Board shall deposit the register at the Foundation's registered office for inspection by the holders of Depositary Receipts.

Transfer restrictions

Article 3

No holder of Depositary Receipts may, directly or indirectly, sell, assign, transfer, pledge or otherwise encumber or dispose of, by operation of law or otherwise any Depositary Receipt or any interest therein, except as specifically required or permitted in the ESOP and the following paragraphs, unless the Board, subject to the prior approval of the Supervisory Board has given its written approval upfront.

Issue and (mandatory) transfer of Depositary Receipts.

Article 4

1. The issuance and transfer of Depositary Receipts shall require a deed intended for such purpose.
2. Depositary receipts can only be transferred with the prior approval of the Supervisory Board, and provided these were offered to the Foundation and the Company first.
3. A Participant who becomes a Bad Leaver shall immediately be obliged to offer, sell and transfer its Depositary Receipts to the Company, and the Company shall immediately be entitled to be offered, purchase and accept the transfer of all Depositary Receipts of such Bad Leaver against payment of the lesser of (i) twenty-five percent (25%) of the fair market value of the Depositary Receipts, or (ii) the Exercise Price paid for such Depositary Receipts by the Participant.
4. In case of death, granting of suspension of payments, liquidation, merger, demerger, bankruptcy, placement under receiver- or guardianship and annulment of marriage (or similar) of a holder of Depositary Receipts and all other situations in which a holder of Depositary Receipts loses its control over its assets or estate, the holder of Depositary - Receipts shall be obliged to offer its Depositary Receipts to the Company and the Foundation. There is no obligation on the Company and the Foundation to purchase those Depositary Receipts.
5. In case the parties involved cannot agree on the fair market value of Depositary Receipts, the Supervisory Board shall be permitted to request the chairman of the Netherlands Institute of Register Valuators to appoint an independent register valuator to determine the fair market value.

Dividends and other distributions

Article 5

1. The Foundations shall collect the dividends as well as all other distributions on the Shares.
2. Immediately upon receipt, the Foundation shall make the dividends and other distributions payable to the holders of Depositary Receipts.



3. If the Company issues bonus Shares or stock dividends, they shall be administered by the Foundation in consideration for the issue of Depositary Receipts to the holders of Depositary Receipts.
4. If the Company's distribution on the Shares shall, at the shareholder's option, be in cash or in any other form, the Foundation shall as soon as possible give the holders of Depositary Receipts the opportunity to inform the Foundation of their choice in writing no later than on the fourth day prior to the day on which the Foundation must have reported such choice to the Company. If the holders of Depositary Receipts fail to timely inform the Foundation of their choice in writing, the Foundation shall report to the Company that the relevant distribution must be made in cash.
5. If the Company is liquidated, the final distributions on the Shares shall immediately upon receipt be paid by the Foundation to the holders of Depositary Receipts, while the Depositary Receipts shall be cancelled at the same time. Paragraph 2 of this article applies *mutatis mutandis*.

Issue and transfer of Shares.

Article 6

1. If the Company issues new Shares, the Foundation shall waive its pre-emptive rights and the holders of Depositary Receipts shall have no corresponding pre-emptive rights to Depositary Receipts for those Shares, nor have they rights in case the Company grants rights to subscribe for shares.
2. In case Shares are offered under the transfer restrictions (which may at any time apply in the case of a proposed sale or allocation of Shares), the Foundation shall waive its right of first refusal and the holders of Depositary Receipts shall have no corresponding rights to Depositary Receipts for those Shares.
3. If the Foundation is obliged or entitled to transfer any Shares to a third party on the basis of the shareholders agreement concerning the Company, the Foundation shall only be permitted to do so if the corresponding Depositary Receipts are cancelled and any proceeds received by the Foundation for such Shares (excluding escrowed amounts) are paid out immediately to the Depositary Receipt Holders.
4. The Foundation shall not be permitted to transfer or encumber any Shares except in accordance with these Terms and Conditions.

Exercise of voting rights and meeting right

Article 7

The voting and meeting rights attached to the Shares shall be exercised by the Foundation at its sole discretion, with due observance of the statutory provisions, the Foundation's articles of association, these Terms and Conditions, the articles of association of the Company and the ESOP.

Meetings of Depositary Receipt Holders

Article 8

1. A meeting of holders of Depositary Receipts shall be held as often as the Board determines. The Board shall be obliged to convocate a meeting of holders of Depositary Receipts if one or more holders of Depositary Receipts consisting of at least ten percent of all Depositary Receipts so request in writing including the subjects to be discussed at such meeting.



2. If the Board does not convocate such meeting within four weeks thereafter, then each holder of Depositary Receipts is authorized to convocate such meeting.
3. A meeting of Depositary Receipt holders is convocated in writing and shall include the subjects to be discussed at such meeting. The convocation takes place no later than the eighth day before the day of such meeting.

Article 9

Prohibited Activities

A holder of Depositary Receipts shall, during the term of his employment or consultancy agreement and for a period of 12 (twelve) months after the date of termination of his employment or consultancy agreement, not directly or indirectly (a) engage in and/or be concerned with activities related to the development of mono- and multispecific therapeutic compounds targeting the Vy9Vo2 T-cell receptor and/or CD1d receptor and/or other therapeutic compounds in preclinical and/or clinical development by the Company at the time of termination, or (b) engage, employ, solicit, entice others to solicit or contact, with a view to hiring or engaging, employees employed by the Company at any time during such twelve (12) month period.

Costs

Article 10

The costs associated with the administration under these Terms and Conditions shall be borne by the Foundation.

Termination of administration

Article 11

1. A holder of Depositary Receipts shall not have the right to demand the Foundation to terminate the administration of the Shares.
2. The Foundation may at any time terminate the administration of the Shares, provided that such termination may only take place:
 - (i) with regard to all Shares held by the Foundation as a result of which, the Shares shall be transferred to the relevant holders of Depositary Receipts;
 - (ii) with regard to all Shares of which the Depositary Receipts are held by the Company as a result of which, the Shares shall be transferred to the Company;
 - (iii) with regard to all Shares held by the Foundation, in case of a Liquidation Event (as defined in the ESOP) in which case the Depositary Receipts shall be cancelled at the same time;
 - (iv) with regard to one or more Depositary Receipts held by any Participant if he/she is a Bad Leaver, against payment to the Participant of the lesser of (i) twenty-five percent (25%) of the fair market value of the Depositary Receipts, or (ii) the Exercise Price paid for such Depositary Receipts by the Participant.
3. For the purpose of paragraph 2, termination of administration shall not include the transfer of title to the shares for administration to another institution as referred to in article 10.4 of the Foundation's articles of association.

Amendment to these Terms and Conditions

Article 12

1. The Foundation may amend these Terms and Conditions of administration.
2. An amendment to these Terms and Conditions shall not be effective until it is recorded in a notarial deed. Every member of the Board shall have authority to sign such deed.



Taylor Wessing

Final provision

The appearer is known to me, civil-law notary.

WHEREOF THIS DEED was executed in Amsterdam (the Netherlands) on the date stated in the preamble hereof. I, notary, stated and explained the gist of the deed to the appearer. The appearer declared not to appreciate a full reading of the deed and to have taken note of the contents of the deed and agree to it. After being read out in part, this deed was subsequently signed by the appearer and by me, notary.

(signing follows)

ISSUED FOR CERTIFIED COPY



A handwritten signature in blue ink, consisting of a long, sweeping horizontal stroke with a small vertical tick at the end.

LAVA Therapeutics B.V. (the “Company”)

Attention: the Management Board

Stichting Administratiekantoor LAVA Therapeutics

Attention: the Board

1. Exercise of Option

Effective as of today, [Mr.] [Mrs.] [**], the undersigned (the “Participant”) hereby elects to exercise the Participant’s option to purchase _____depository receipts for ordinary shares in the Company (the “**Depository Receipts**”) under and pursuant to the employee stock option plan regarding the Company (the “**Option Plan**”) and the Option Agreement regarding depository receipts for ordinary in the Company dated _____ (the “**Option Agreement**”). Unless otherwise stated in this Exercise Notice, capitalized words in this Exercise Notice refer to the definitions set out in article 1 of the Option Plan.

2. Representations of the Participant

The Participant acknowledges that the Participant has received, read and understood the Plan, the Trust Conditions of the Foundation and the Option Agreement. The Participant agrees to abide by and be bound by their terms and conditions.

3. Rights as Depository Receipts holder

The Participant acknowledges that he/she acquires an economic and beneficial ownership interest in the growth and performance of the Company and that he/she will not have any voting or other control rights in the Company, and the Participant agrees to be bound by the Trust Conditions as adopted by the board of the Foundation as amended from time to time.

4. Tax Consequences

The Participant acknowledges that all fiscal and social security consequences resulting from the Option Plan are at the expense of the Participant. The Company and/or any other relevant Affiliate shall be entitled to deduct from other compensation payable to the Participant any sums required by applicable tax and social security law. In the alternative, the Company and/or any other relevant affiliate may require the Participant to pay such sums for taxes and

contributions to the Company and/or such other Affiliate. Also, in the event of retrospective collection of (additional) taxes or contributions, the Company or the other relevant Affiliate will recover these taxes or contributions, potential fines and interest from the Participant. The Participant will be responsible for timely and correct payment of all income related taxes and contributions due, based on applicable legislation and rules, and declares to be compliant with all legal obligations, and, notwithstanding the foregoing, acknowledges that the Company and/or any other relevant affiliate is authorized to take such other action as may be necessary in the opinion of the Company and/or any other relevant Affiliate to satisfy all obligations for the payment of such sums for taxes or contributions, potential fines and interest.

5. Successors and Assigns

The Company may assign any of its rights under this Exercise Notice to single or multiple assignees, and this Exercise Note shall inure to the benefit of the successors and assignees of the Company. Subject to the restrictions on transfer herein set forth, this Exercise Note shall be binding upon the Participant and his or her heirs, executors, administrators, successors and assigns.

6. Governing Law; Jurisdiction

This Exercise Notice shall be governed and construed by, and take effect in accordance with, the laws of the Netherlands. The district court in Amsterdam, the Netherlands shall have exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise out of or in connection with this Exercise Notice. Should any provision of this Exercise Notice be determined by a court to be illegal or unenforceable, the other provisions shall nevertheless remain effective and shall remain enforceable.

7. Notices

Any notice or other communication to be given hereunder shall be in writing, shall be deemed to have been duly served on, given to or made in relation to a Party if it is posted by registered post (*aangetekend schrijven*) addressed to that Party's address as shown below beneath its signature, or to such other address as such Party may designate in writing from time to time to the other Party.

8. Further Instruments

The Parties agree to execute such further instruments and to take such further action as may be reasonably necessary to carry out the purposes and intent of this Exercise Notice.

9. Delivery of Payment

The Participant shall pay the Exercise Price and any applicable taxes prior to the issuance of the Depositary Receipts to a bank account to be designated by the Foundation or the Company (as the case may be).

10. Entire Agreement

The Option Plan and Option Agreement are incorporated herein by reference. This Exercise Notice, the Articles of Association, the Trust Conditions, the Option Plan and the Option Agreement constitute the entire agreement of the Parties and supersede in their entirety all prior undertakings and agreements of the Company, the Foundation and the Participant with respect to the subject matter hereof.

Dated:

[Mr.] [Mrs.] [**]

By:

TERMS AND CONDITIONS

of the

U.S. STOCK OPTION PLAN

relating to

shares in the capital of:

LAVA THERAPEUTICS B.V.

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ANNEXES

Annex 1	Form of Exercise Notice
Annex 2	Form of Non-Qualified Stock Option Agreement
Annex 3	Form of Incentive Stock Option Agreement

PREAMBLE:

- A. For the purpose of attracting, retaining and motivating selected current and future Employees, consultants and/or other nominees for the purposes of encouraging and rewarding their contributions to the performance of LAVA Therapeutics B.V. (the **Company**) and for the purposes of aligning their interests with the interests of the Company's shareholders, the Company wishes to operate this incentive scheme whereby Options may be granted to Participants from time to time under the terms and conditions of this U.S. stock option plan (the **Option Plan**).
- B. This Option Plan, setting out the general terms and conditions of this master Option Plan award, will serve as a framework, while a separate option agreement governing the grant of Options will be concluded between the Company and each Participant.
- C. The Grant of an Option will give the Participants the right to acquire a number of Shares during the Exercise Period, upon payment of the Exercise Price.
- D. Any and all rights and obligations that arise from the grant and exercise of Options between the Company and the Participants are governed by this Option Plan, as applicable from time to time, and the individual Option Agreements.

EMPLOYEE STOCK OPTION PLAN

Article 1. Definitions

1.1 In this Option Plan, the following definitions will apply unless explicitly expressed otherwise:

Annex:	an annex to this Option Plan;
Article:	an article of this Option Plan;
Bad Leaver:	set forth in Article 12.1;
Bad Leaver Price:	an amount equal to the lesser of (i) 25% of the fair market value of the relevant Shares, and (ii) the Exercise Price paid for such Shares by the Participant;
Board:	the board of statutory directors (<i>bestuur</i>) of the Company;
Cause:	(a) a Participant committing an act of fraud against the Company or a company of the Group, or (b) a Participant committing an act or omission that qualifies (or would qualify if the Participant was an Employee) as an urgent cause (<i>dringende reden</i>) set forth in section 7:678 DCC;

Code:	the United States Internal Revenue Code of 1986, as amended.
Company:	LAVA Therapeutics B.V., a private company with limited liability (<i>een besloten vennootschap met beperkte aansprakelijkheid</i>), with its statutory seat in 's-Hertogenbosch, and its office address at Yalelaan 60, 3584 CM Utrecht;
Date of Grant:	the date on which the Option is granted to the Participant;
DCC:	Dutch Civil Code (<i>Burgerlijk Wetboek</i>);
Director:	a member of the Board;
Effective Date:	has the meaning set forth in Article 3;
Employee:	any individual who is employed by the Company or a company within the Group, provided, that, for purposes of determining eligibility to receive Incentive Stock Options, an Employee shall mean an employee of the Company or any "subsidiary corporation" of the Company (within the meaning of Section 424(f) of the Code);
Exercise Notice:	the notice pursuant to which a Participant may exercise any Vested Options, attached hereto as <u>Annex 1</u> ;
Exercise Period:	the period in which the Participant can exercise its Vested Option as determined by the Board (as described in the written notice of the Board, sent by the Board in accordance with Article 7.6), being at least 10 business days;
Exercise Price:	the price per Share at which a Vested Option may be exercised, as specified in the Option Agreement, as determined by the Board subject to the prior approval of the Supervisory Board;
Fair Market Value:	the value of a Share for purposes of the Option Plan, which shall be determined as follows: (i) If on the Date of Grant or other determination date the Shares are listed on the New York Stock Exchange, NASDAQ, or another established national or regional stock exchange (a Stock Exchange), or are publicly traded on

another established securities market (a **Securities Market**), the Fair Market Value of a Share shall be the closing price of the Shares as reported on such Stock Exchange or such Securities Market (provided that, if there is more than one such Stock Exchange or Securities Market, the Board, subject to the prior approval of the Supervisory Board, shall designate the appropriate Stock Exchange or Securities Market for purposes of the Fair Market Value determination) on such Date of Grant or other determination date. If there is no such reported closing price on such Date of Grant or other determination date, the Fair Market Value of a Share shall be the closing price of the Shares on the next preceding day on which any sale of Shares shall have been reported on such Stock Exchange or such Securities Market.

(ii) If on the Date of Grant or other determination date the Shares are not listed on a Stock Exchange or publicly traded on a Securities Market, the Fair Market Value of a Share shall be the value of the Shares as determined by the Board, subject to the prior approval of the Supervisory Board, in good faith and shall be determined by the reasonable application of a reasonable valuation method, in a manner consistent with Section 409A of the Code.

- GM: the general meeting (*algemene vergadering*) of the Company;
- Good Leaver: set forth in Article 12.3;
- Grant: means the grant of one or more Options;
- Group: all subsidiaries and affiliated companies of the Company, as may change from time to time;
- Incentive Stock Option: an “incentive stock option” within the meaning of Section 422 of the Code;
- Joint Meeting: the joint meeting of holders of cumulative preference shares A and holders of cumulative preference shares B in the share capital of the Company;
- Liquidity Event: either:
- (i) the liquidation or bankruptcy of the Company;
 - (ii) the dissolution of the Company;
 - (iii) the sale of all or substantially all of the Company’s assets;
 - (v) a merger or consolidation of the Company with any other company as a result of which the Shareholders own less than 50% (fifty percent) of the issued and outstanding capital in the surviving entity;
 - (vi) a sale of more than 50% (fifty percent) of the then outstanding shares in the Company by a trade sale or otherwise, however excluding an initial public offering; or

(viii) a distribution of a dividend (i.e. no repayment of nominal share capital or share premium) to holders of shares that are the same class as the Shares as a result of lease or licensing out of all or a substantial part of the Company's assets resulting in the Company no longer exclusively controlling such asset;

Non-Qualified Stock
Option:

an Option that is not an Incentive Stock Option;

Option:

means the right to acquire during the Exercise Period one Share against payment of the Exercise Price subject to the terms and conditions of this Option Plan and the Option Agreement;

Option Agreement:

the signed written agreement between the Participant and the Company, with respect to each Option granted to a Participant, setting forth the terms and conditions of the Option, in the form attached hereto as Annex 2 or Annex 3, as determined by the Board, subject to the prior approval of the Supervisory Board;

Option Period:

the period in which the Option remains valid, running as of the Date of Grant and ending on any such date specified in the Option Agreement;

Option Plan:

this U.S. stock option plan, as may be amended from time to time;

Participant:

an Employee, Director, Supervisory Director, consultant or other nominee to whom an Option has been granted under this Option Plan;

Purchase Price:

set forth in Article 7.7;

Share(s):

one or more ordinary shares in the capital of the Company, each with a nominal value of EUR 0.01 (one Eurocent);

Shareholders:

the holders of legal title to one or more shares in the capital of the Company;

Supervisory Board:

the supervisory board (*raad van commissarissen*) of the Company;

Supervisory Director:

a member of the Supervisory Board;

Ten Percent Stockholder: a natural person who owns more than ten percent (10%) of the total combined voting power of all classes of outstanding voting securities of the Company, the Company's parent (if any), or any of the Company's subsidiaries (in determining stock ownership, the attribution rules of Code Section 424(d) shall apply);

Termination Date: means the date on which an Option may no longer be exercised, namely the end of the Exercise Period as described in the written notice of the Board, sent by the Board in accordance with Article 7.6;

Total and Permanent Disability: the mental or physical disability, whether occupational or non-occupational in cause, which satisfies such definition in the applicable national legislation pertaining to persons with disability;

Vested: means the occasion upon which an Option can be exercised in accordance with this Option Plan; and

Vesting Date: means the date on which an Option starts to vest.

1.2 In this Option Plan, headings are inserted for convenience purposes only. They shall not affect the interpretation of this Option Plan.

1.3 Unless the context requires otherwise, words denoting the singular shall include the plural and vice versa. Words denoting one gender shall include the other gender.

Article 2. Option Plan

2.1 The Company wishes to grant Participants Options, subject to the terms and conditions set forth in this Option Plan and in the Option Agreement.

2.2 This Option Plan enables Participants to benefit from the anticipated future growth and success of the Group.

2.3 The maximum number of Shares that may be issued under this Option Plan is 1,462 Shares (the **Share Limit**), which is equal to 3,010 minus the number of Shares that have been issued under the Company's Dutch stock option plan as of the Effective Date, subject to adjustment pursuant to Article 8. Such Shares may be (a) newly issued shares, (b) transferred shares that have been reacquired by the Company, or (c) a combination of the foregoing, as may be determined from time to time by the Board, subject to the prior approval of the Supervisory Board. Any or all of the Shares available for issuance under the Option Plan shall be available for issuance pursuant to Incentive Stock Options. Shares subject to an Option shall be counted as used as of the Date of Grant and shall be

counted against the Share Limit as one Share for every one Share subject to such Option. Any Shares subject to Options granted under the Option Plan which thereafter terminate by expiration, forfeiture, cancellation, or otherwise without the issuance of such Shares shall be available again for issuance under the Option Plan in the same amount as such Shares were counted against the Share Limit. Shares tendered or withheld or surrendered in connection with the purchase of Shares or deducted or delivered from payment in connection with the Company's tax withholding obligations shall again be available for issuance under the Option Plan in the same amount as such Shares were counted against the Share Limit.

Article 3. Effective Date. Term

This Option Plan is, subject to prior approval of the Supervisory Board, the GM and the Joint Meeting effective as of January 28, 2020 (the **Effective Date**). The Option Plan shall terminate on the first to occur of (a) the day before the tenth (10th) anniversary of the Effective Date and (b) the date determined in accordance with Article 16. Upon such termination of the Option Plan, all outstanding Options shall continue to have full force and effect in accordance with the provisions of the terminated Option Plan and the applicable Option Agreement.

Article 4. Authority of the Board

- 4.1 This Option Plan shall be administered by the Board and the Board shall, with the prior approval of the Supervisory Board, have all the power and authority necessary for the (execution of the) Option Plan, subject to the terms and conditions hereof.
- 4.2 The Board shall, with the prior approval of the Supervisory Board, have the authority, on behalf of the Company, to:
 - i) prescribe, amend and rescind rules and regulations relating to this Option Plan unless, with respect to any Option previously granted to the Participant and without his or her consent, such action would adversely materially affect the rights or position of the Participant in that respect;
 - ii) construe and interpret this Option Plan, any Option Agreement and any other agreement or document executed pursuant to this Option Plan;
 - iii) make all other determinations deemed necessary or desirable for the administration of this Option Plan.
- 4.3 The Board's interpretation and construction of any provision of this Option Plan, of any Option granted under this Option Plan or of any Option Agreement shall be final and binding on all persons claiming an interest in an Option granted under this Option Plan. The Board, the Supervisory Board and/or the Company shall not be liable for any action or determination made in good faith with respect to this Option Plan. Without limiting the generality of the foregoing, the Board, the Supervisory Board and/or the Company shall not be liable to any Participant or to the estate or beneficiary of any

Participant or to any other holder of an Option granted under the Option Plan by reason of any acceleration of income, or any additional tax (including any interest and penalties), asserted by reason of the failure of an Option to satisfy the requirements of Sections 422 or 409A of the Code or by reason of Section 4999 of the Code, or otherwise asserted with respect to the Option.

4.4 This Option Plan was approved by:

- i) the Supervisory Board on January 8, 2020;
- ii) the GM on January 28, 2020;
- iii) the Joint Meeting on January 28, 2020.

Any future material modifications of this Option Plan require the prior approval of the Supervisory Board.

Article 5. Eligibility and Participation

- 5.1 Employees, Directors, Supervisory Directors, consultants, but also other persons, in each case who are United States citizens or are otherwise subject to taxation in the United States, may become Participants to this Option Plan. The Board shall have complete discretion to select Participants (not being Supervisory Directors) who are eligible for participation, it being understood that such determination and granting of Options shall be subject to the prior approval of the Supervisory Board when it concerns the determination of eligible Employees, Directors, consultants and other persons not being Supervisory Directors. The GM shall have complete discretion to select the Supervisory Directors that are eligible for participation and to determine the size of their Grant. Options may be granted to a Participant upon the commencement of his/her engagement and/or may be granted on regular, periodical basis.
- 5.2 A Grant in one year does not create rights for future years. A Grant does not qualify as a term of employment for Employees and shall not be included in the calculation of any termination payment for an Employee. Neither this Option Plan nor the grant of Options under the Option Agreement shall confer upon the Participant any right to receive additional or future Options or similar rights.
- 5.3 This Option Plan shall not at any time affect the rights of the (shareholders of the) Company or a company within the Group to terminate such Participant's status as an Employee, Director, Supervisory Director or consultant (whether with or without Cause).

Article 6. Shares

- 6.1 Options granted under this Option Plan shall be granted only on Shares.
- 6.2 The Shares acquired upon exercise of the Option may not and cannot, without the prior written approval of the Board and the Supervisory Board, be assigned or transferred, unless in accordance with or otherwise provided for in this Option Plan (for instance in case of death of the Participant) and/or the Option Agreement. The Shares may not be pledged, encumbered or otherwise used for the purpose of creating security title or interest of whatsoever nature, without the prior written approval of the Board, subject to the prior approval of the Supervisory Board.

Article 7. Granting, vesting and terms of Options

- 7.1 Subject to Article 4 and Article 5, Options shall be granted by the Board, subject to prior approval of the Supervisory Board or the GM, as the case may be, to the Participants.
- 7.2 Each Grant shall be evidenced by a written Option Agreement, setting forth the specific terms and conditions pertaining to such Option.
- 7.3 An Option starts Vesting on the Vesting Date as specified in the Option Agreement, and Vests in accordance with the following vesting scheme:
- i) 25% of the Options granted at any moment shall have Vested upon the first anniversary of the Date of Grant; and
 - ii) the remaining 75% of the Options shall Vest with 2.083% per month and on a linear basis over a period of three years from the first anniversary of the Date of Grant (i.e. in total 50% upon the second anniversary of the Date of Grant and in total 62.5% six months after the second anniversary of the Date of Grant).

Should the Vesting result in an Option that entitles a Participant to a fraction of a Share, this fraction of a Share shall at the discretion of the Board, subject to the prior approval of the Supervisory Board either (i) be paid to the Participant in cash at fair market value, or (ii) be rounded down to the nearest number of Shares.

- 7.4 Notwithstanding Article 7.3, the unvested Options held by Participants (other than Supervisory Directors) shall at the sole discretion of the Supervisory Board in whole or in part become Vested upon the occurrence of a Liquidity Event, provided that the Participant on the date that the Liquidity Event occurs still qualifies as an Employee, Director, consultant and/or another capacity it has when it received its Options. Unvested Options held by Supervisory Directors shall at the sole discretion of the GM in whole or in part become Vested upon the occurrence of a Liquidity Event, provided that the Supervisory Director on the date that the Liquidity Event occurs still qualifies as a Supervisory Director.
- 7.5 Each Option Agreement shall state the Exercise Price for the Shares to which the Option pertains. The Exercise Price of each Option shall be at least the Fair Market Value of one Share on the Date of Grant; provided, that in the event that a Participant is a Ten Percent Stockholder, the Exercise Price of an Option granted to such Participant that is intended to be an Incentive Stock Option shall be not less than one hundred ten percent (110%) of the Fair Market Value of one Share on the Date of Grant.

- 7.6 Only Vested Options can be exercised within an Exercise Period. Once a year in the month June and in any event also upon the expected occurrence of a Liquidity Event, the Board shall inform all Participants in writing of the possibility to exercise any Vested Options. A Participant may exercise an Option by delivering an Exercise Notice to the Company. A Participant exercising an Option shall pay the Exercise Price in conformity with Article 9. Any Shares issuable upon the exercise of an Option shall be issued as soon as possible after the Board having received the duly executed Exercise Notice and in any event within 20 business days thereafter, provided the Exercise Price was paid by the respective Participant.
- 7.7 In the event of a Liquidity Event whereby a third party is involved, the Board may, with the prior approval of the Supervisory Board, decide that upon exercise of an Option by a Participant, the Shares will not be issued to the Participant against payment of the Exercise Price, but instead (i) the Option will be cancelled without issuance of Shares to the Participant on the condition that (ii) the Exercise Price is set off against the purchase price which purchase price the Participant would have received would he/she have sold his/her Shares to a third party in case of a Liquidity Event (the **Purchase Price**) whilst (iii) the balance of the Purchase Price and the Exercise Price for his/her Shares is transferred to a bank account in the name of the Participant as soon as reasonably possible.

The Board may, with the prior approval of the Supervisory Board, for reasons of efficiency (though at its sole discretion) decide to handle the exercise (including the Participant's decision to exercise) of the Options in any alternative manner, provided however this alternative manner (i) does not materially adversely and financially affect the position of the Participant and (ii) is merely construed for cost or time-efficient, logistic and pragmatic reasons and does not negatively change the end result for the Participants e.g. the entitlement of the Participants to cash may not be converted into an entitlement to Shares.

- 7.8 An Option granted to a Participant is strictly personal and shall be exercisable only by the Participant and shall neither be assignable nor transferable, unless in accordance with or otherwise provided for in this Option Plan (for instance in case of death of the Participant) and/or the Option Agreement. Any attempted assignment or transfer (not in accordance with or otherwise provided for in this Option Plan (for instance in case of death of the Participant) and/or the Option Agreement) shall be deemed to be null and void and the Option shall lapse with immediate effect.
- 7.9 A Participant shall not have the rights of holders of Shares, until the date of issuance of Shares to the Participant. No adjustment shall be made for dividends (ordinary or extraordinary or whether in currency, securities, or other property), distributions or other rights accruing prior to the date of issuance of the Shares to the Participant.

- 7.10 Each Option granted under the Option Plan shall terminate, and all rights to purchase Shares thereunder shall cease, on the day before the tenth (10th) anniversary of the Date of Grant of such Option, or under such circumstances and on such date prior thereto as is set forth in the Option Plan or as may be fixed by the Board, subject to the prior approval of the Supervisory Board, and stated in the Option Agreement relating to such Option; provided, that in the event that the Participant is a Ten Percent Stockholder, an Option granted to such Participant that is intended to be an Incentive Stock Option shall not be exercisable after the day before the fifth (5th) anniversary of the Date of Grant of such Option.
- 7.11 An Option Agreement may contain such other provisions as are deemed desirable by the Board provided these provisions are not inconsistent with the terms of this Option Plan, including but not limited to: restrictions on the exercise of Options, restrictions on the disposal of the Shares, restrictions on continued ownership of Shares following the date of termination of employment, submission by the Participant of such forms and documents as the Board may reasonably require, obligations for the Participant to mandatorily sell the Shares to a third party in case of a Liquidity Event (drag along rights), and/or procedures to facilitate the payment of the Exercise Price of an Option.
- 7.12 An Option shall constitute an Incentive Stock Option only (a) if the Participant of such Option is an Employee, (b) to the extent specifically provided in the related Option Agreement, and (c) to the extent that the aggregate Fair Market Value (determined at the time such Option is granted) of the Shares with respect to which all Incentive Stock Options held by such Participant become exercisable for the first time during any calendar year (under the Option Plan and all other plans of the Company and its parent and subsidiary corporations (as defined in Section 424 of the Code)) does not exceed one hundred thousand dollars (\$100,000). Except to the extent provided in the regulations under Section 422 of the Code, this limitation shall be applied by taking Options into account in the order in which they were granted.

Article 8. Internal Reorganisation, takeover, merger and liquidation

- 8.1 In the event of an internal reorganisation, recapitalisation or refinancing of the Company and/or companies of the Group, the Board, subject to the prior approval of the Supervisory Board, may make or cause to make any adjustments to the Options such as but not limited to: the class and/or number of Shares covered by this Option Plan, the number of Shares for which each outstanding Option pertains, the Exercise Price of an Option and/or any other aspect of this Option Plan.
- 8.2 All adjustments described in this Article 8 shall be made by the Board, subject to approval of the Supervisory Board, in its complete discretion, and such determination shall be conclusive and binding on all Participants.
- 8.3 The Grant of an Option pursuant to this Option Plan shall not affect in any way the right or power of the Company to effectuate an internal reorganisation, recapitalisation, merger, takeover, refinancing or liquidation of the Group.

Article 9. Payment of the Exercise Price

- 9.1 Payment of the Exercise Price for any Shares acquired pursuant to this Option Plan shall be made by the Participant via a bank transfer to the bank account of the Company or a third party bank account designated by the Board.
- 9.2 No other amounts than the Exercise Price, the taxes due (such as wage tax and income tax) and employee social security levies shall be payable by the Participant for obtaining the Options and for the administration thereof by the Company.

Article 10. Tax and social security levies

- 10.1 All applicable wage tax and employee social security levies in respect of the implementation and/or execution of this Option Plan shall be borne by the Participant.
- 10.2 The Company or the Group shall observe any obligation to withhold any personal tax and employee social security levies due in the Netherlands or in the United States.
- 10.3 All fiscal and social security consequences resulting from the Option Plan are at the expense of the Participant in accordance with the provisions of clause 3 of the Exercise Notice. The Company or the Group may require the Participant to remit to the Company an amount sufficient to satisfy all withholding tax requirements (other than the withholding of personal tax and employee social security levies).

- 10.4 This Option Plan is governed by the applicable tax and social security legislation and regulations prevailing at the date of the adoption of this Option Plan by the Supervisory Board. If any tax and/or social security legislation or regulations are amended in the future and any tax or employee social security levies become payable, the costs and risks related thereto shall be borne by the Participant, unless otherwise decided by the Supervisory Board or the GM.
- 10.5 The Company shall be entitled to set off all taxes and employee social security levies as paid by the Company in connection with the exercise of any Option against any payment obligation it may have towards the Participants (such as the payment of the salary or management fee of the Participant).
- 10.6 The Participant indemnifies the Company and the Group for all of the Company and Group's costs resulting from the fact that the Participant did not fully comply with its fiscal obligations in connection with the exercise of an Option, such as the payment of income tax (as far as applicable).

Article 11. Other Restrictions

- 11.1 This Option Plan does not form part of any employment agreement concluded between the Participant and the Company or a company within the Group, and shall not be construed to give any Participant the right to remain in the employ of the Company or a company within the Group.
- 11.2 Any benefits derived by the Participant under this Option Plan shall not be taken into account for the purposes of determining the Participant's contribution or entitlement to benefits under any pension arrangement or for the purposes of determining any other claim for compensation the Participant may have against the Company or against any other company within the Group.

Article 12. Lapse of Options and transfer of Shares

- 12.1 All Vested (but not yet exercised) and unvested Options of an Participant shall immediately lapse and be deemed cancelled on the earliest of the following events, in which case the Participant qualifies as a bad leaver (a **Bad Leaver**), without any prior notice being required and without any compensation being due by the Company:
- i) termination of the relationship of the Participant with the Company or a member of the Group for Cause;
 - ii) termination of the employment agreement or the consultancy agreement of the Participant with the Company or a member of the Group on reasonable grounds (*redelijke grond*) as defined in section 7:669 subsection 3 sub clause (e) DCC;
 - iii) a Participant having been convicted of a criminal offence punished by imprisonment; or
 - iv) upon material violation by the Participant of the terms and conditions of (a) his relationship with the Company or a member of the Group (e.g. non-compete, non-solicitation, confidentiality, etc.), (b) this Option Plan, (c) the Option Agreement, and/or (d) any other rules or regulations of the Company or a member of the Group that are applicable to the Participant.

12.2 If a Participant qualifies as a Bad Leaver:

- i) the Participant shall be obliged to transfer the Shares it holds as a result of the exercise of an Option to the Company and the Company shall be entitled to repurchase such Shares for the Bad Leaver Price. Such transfer shall take place within 60 days as from the date the Participant qualifies as a Bad Leaver; and/or
- ii) the Company shall be permitted to cancel the Shares of the Participant against payment of the Bad Leaver Price for such Shares.

12.3 A Participant qualifies as a good leaver (a **Good Leaver**) if the relationship of the Participant with the Company or a member of the Group is terminated for other reasons than would have qualified the Participant as a Bad Leaver.

12.4 If a Participant qualifies as a Good Leaver:

- i) the unvested part of an Option shall immediately lapse and be deemed cancelled without any prior notice being required and without any compensation being due;
- ii) the Participant is entitled to keep its Shares it holds as a result of the exercise of an Option;
- iii) the Participant shall be entitled to exercise any Vested Options held by him/her within the next Exercise Period, subject to the condition that (a) the Participant informs the Company in writing – within a period of 4 weeks as from the date the Participant qualifies as a Good Leaver – that the Participant shall exercise its Vested Options within the next Exercise Period and (b) the Participant having paid the Exercise Price to the bank account of the Company or a third party bank account designated by the Board (failing which, (a) and/or (b), any such Vested Options shall lapse and be deemed cancelled).

Notwithstanding the foregoing, in case of the death of the Participant:

- iv) this Article 12.4 shall be applicable to his/her legal successors (*erfgenamen*);
- v) the Shares of the Participant and the right of the Participant to exercise any Vested Options in accordance with this Article 12.4 shall be acquired by his/her legal successors by will or the applicable laws of descent and distribution; and
- vi) in such case, the term of 4 weeks mentioned in this Article 12.4 iii) above shall be extended to 8 weeks as of the death of the Participant.

12.5 The Participant shall not be entitled to compensation for any loss resulting from the expiration, cancellation or forfeiture of any Vested or unvested Options.

12.6 If an Option lapses, that lapsed Option shall cease to attribute any rights whatsoever to the Participant.

12.7 The Board is, subject to prior approval of the Supervisory Board, authorized to grant any Options that have lapsed to eligible Participants subject to the terms and conditions of this Option Plan.

Article 13. Notices

- 13.1 Notices pursuant to this Option Plan to be submitted to a Participant, shall be deemed to be addressed correctly if they have been sent to the address of the Participant as known by the human resources department of the Company or of the Group.
- 13.2 Any other notice or communication to be provided under this Option Plan shall be deemed to have been delivered: (i) on the date of hand delivery to the parties' addresses as specified in the Participant's Option Agreement or at such other delivery addresses which have been provided, which delivery is evidenced by a receipt signed by the receiving party; or (ii) on the date of expedition by registered mail to the parties' addresses as specified in the Participant's Option Agreement or at such other mailing address which has been provided.

Article 14. Requirements of Law

The Company shall not be required to offer, sell, or issue any Shares under any Option, whether pursuant to the exercise of an Option or otherwise, if the offer, sale, or issuance of such Shares would constitute a violation by the Participant, the Company, any company within the Group or any other person, of any provision of applicable law. If at any time the Company shall determine, in its discretion, that the listing, registration, or qualification of any Shares subject to an Option upon any securities exchange or under any governmental regulatory body is necessary or desirable as a condition of, or in connection with, the offering, issuance, sale, or purchase of Shares in connection with any Option, no Shares may be offered, issued, or sold to the Participant or any other person under such Option, whether pursuant to the exercise of an Option or otherwise, unless such listing, registration, or qualification shall have been effected or obtained free of any conditions not acceptable to the Company, and any delay caused thereby shall in no way affect the date of termination of such Option. Without limiting the generality of the foregoing, upon the exercise of any Option, unless a registration statement under the Securities Act of 1933, as amended (the **Securities Act**), is in effect with respect to the Shares subject to such Option, the Company shall not be required to offer, sell, or issue such Shares unless the Board, subject to the prior approval of the Supervisory Board, shall have received evidence satisfactory to it that the Participant or any other person exercising such Option may acquire such Shares pursuant to an exemption from registration under the Securities Act. Any determination in this connection by the Board shall be final, binding, and conclusive. The Company may register, but shall in no event be obligated to register, any Shares or other securities issuable pursuant to the Option Plan pursuant to the Securities Act. The Company shall not be obligated to take any affirmative action in order to cause the exercise of an Option or the issuance of Shares or other securities issuable pursuant to the Option Plan or any Option to comply with any applicable law. As to any jurisdiction that expressly imposes the requirement that an Option that may be settled in Shares shall not be exercisable or issued until the Shares subject to such Option are registered under the securities laws thereof or are exempt from such registration, the exercise of such Option and issuance of Shares pursuant to such Option under circumstances in which the laws of such jurisdiction apply shall be deemed conditioned upon the effectiveness of such registration or the availability of such an exemption.

Article 15. Conflict with Option Agreement

In case of a conflict between the provisions of an Option Agreement and this Option Plan, the provisions of the Option Agreement shall prevail. Any conflicting or inconsistent term of this Option Plan shall be interpreted and implemented by the Board in a manner consistent with the Option Agreement.

Article 16. Amendment or Termination of this Option Plan

The Board may decide revising, amending, suspending or terminating this Option Plan in whole or in part including, without limitation to correct any inconsistency, defect or omission in this Option Plan or in any Option granted under this Option Plan, provided that it has received the prior approval of the Supervisory Board.

Article 17. Entire Option Plan

This Option Plan constitutes the final written expression of the general terms of this Option Plan between the Participant and the Company relating to the subject matter contained herein and is the complete and exclusive statement of these terms. This Option Plan supersedes all prior documents with respect to such subject matter between the Participant and the Company.

Article 18. Confidentiality

By executing the Option Agreement, the Participant shall accept an obligation not to disclose any information regarding this Option Plan, or any information in connection therewith, unless the Participant is legally obliged to disclose such information by law or stock exchange regulations.

Article 19. General Provisions

- 19.1 Should any provision of this Option Plan be or become partly or entirely invalid, then this shall not affect the validity of the remaining provisions.
- 19.2 The Company shall bear the costs and expenses relating to the draft and execution of this Option Plan and related documents.

Article 20. Parachute Limitations

If any Participant is a “disqualified individual” (as defined in Section 280G(c) of the Code), then, notwithstanding any other provision of the Option Plan or of any other agreement, contract, or understanding heretofore or hereafter entered into by such Participant with the Company or any company within the Group (an **Other Agreement**), and notwithstanding any formal or informal plan or other arrangement for the direct or indirect provision of compensation to the Participant (including groups or classes of Participants or beneficiaries of which the Participant is a member), whether or not such compensation is deferred, is in cash, or is in the form of a benefit to or for the Participant (a **Benefit Arrangement**), any right of the Participant to any exercise, vesting, payment, or benefit under the Option Plan shall be reduced or eliminated:

(a) to the extent that such right to exercise, vesting, payment, or benefit, taking into account all other rights, payments, or benefits to or for the Participant under the Option Plan, all Other Agreements, and all Benefit Arrangements, would cause any exercise, vesting, payment, or benefit to the Participant under the Option Plan to be considered a “parachute payment” within the meaning of Section 280G(b)(2) of the Code as then in effect (a **Parachute Payment**); and

(b) if, as a result of receiving such Parachute Payment, the aggregate after-tax amounts received by the Participant from the Company under the Option Plan, all Other Agreements, and all Benefit Arrangements would be less than the maximum after-tax amount that could be received by the Participant without causing any such payment or benefit to be considered a Parachute Payment.

Except as required by Section 409A of the Code or to the extent that Section 409A of the Code permits discretion, the Board shall have the right, in the Board’s sole discretion, to designate those rights, payments, or benefits that should be reduced or eliminated so as to avoid having such rights, payments, or benefits be considered a Parachute Payment; provided, however, to the extent any payment or benefit constitutes deferred compensation under Section 409A of the Code, in order to comply with Section 409A of the Code, the Board shall instead accomplish such reduction by first reducing or eliminating any cash payments (with the payments to be made furthest in the future being reduced first), then by reducing or eliminating any accelerated vesting of Options (with the vesting to occur furthest in the future being reduced first), then by reducing or eliminating any other remaining Parachute Payments.

Article 21. Section 409A

- 21.1 The Option Plan and Options granted thereunder are intended to be exempt from Section 409A of the Code, and, accordingly, to the maximum extent permitted, the Option Plan will be interpreted and administered to be exempt from Section 409A of the Code. Notwithstanding any provision of the Option Plan to the contrary, to the extent required to avoid accelerated taxation and tax penalties under Section 409A of the Code, amounts that would otherwise be payable and benefits that would otherwise be provided pursuant to the Option Plan during the six (6)-month period immediately following the Participant’s “separation from service” (as defined for purposes of Section 409A of the Code) will instead be paid on the first payroll date after the six (6)-month anniversary of the Participant’s separation from service (or the Participant’s death, if earlier).

- 21.2 To the extent that the Board determines that a Participant would be subject to the additional twenty percent (20%) tax imposed on certain nonqualified deferred compensation plans pursuant to Section 409A of the Code as a result of any provision of any Option granted under the Option Plan, such provision shall be deemed amended to the minimum extent necessary to avoid application of such additional tax. The nature of any such amendment shall be determined by the Board, subject to the prior approval of the Supervisory Board. Notwithstanding the foregoing, neither the Company, the Board nor the Supervisory Board will have any obligation to take any action to prevent the assessment of any excise tax or penalty on any Participant under Section 409A of the Code, and neither the Company, any company within the Group, the Board nor the Supervisory Board will have any liability to any Participant for such tax or penalty.

Article 22. Governing Law. Competent Court

- 22.1 This Option Plan shall be governed by and construed in accordance with the laws of the Netherlands.
- 22.2 The district court in Amsterdam, the Netherlands shall have exclusive jurisdiction over a dispute arising out of or in connection with this Option Plan, as well as over any claims to demand performance under this Option Plan.

Annex 1: Form of Exercise Notice

[to be attached separately]

Annex 2: Form of Non-Qualified Stock Option Agreement

[to be attached separately]

Annex 3: Form of Incentive Stock Option Agreement

[to be attached separately]

LONG-TERM INCENTIVE PLAN

LAVA THERAPEUTICS N.V.

INTRODUCTION

Article 1

- 1.1 This document sets out the Company's long-term incentive plan for employees, officers and other service providers who qualify as Eligible Participants.
- 1.2 The main purposes of this Plan are:
- a. to attract, retain and motivate Participants with the qualities, skills and experience needed to support and promote the growth and sustainable success of the Company and its business; and
 - b. to incentivise Participants to perform at the highest level and to further the best interests of the Company, its business and its stakeholders.

DEFINITIONS AND INTERPRETATION

Article 2

- 2.1 In this Plan the following definitions shall apply:

Article	An article of this Plan.
Award	A grant under this Plan in the form of one or more Options, SARs, Shares of Restricted Stock, RSUs, Other Awards, or a combination of the foregoing.
Award Agreement	A written agreement between the Company and a Participant, substantially in the form of Annex A to this Plan, evidencing the grant of an Award to such Participant and containing such terms as the Committee may determine, consistent with and subject to the terms of this Plan.
Bad Leaver	A Participant who ceases to be an Eligible Participant for Cause, including a situation where the Participant resigns and the Committee determines that an event has occurred with respect to that Participant which constitutes Cause.
Board	The Company's board of directors.

Cause

With respect to a Participant, “cause” as defined in such Participant’s employment, service or consulting agreement with the Company or a Subsidiary, or if not so defined (and unless determined otherwise in the applicable Award Agreement or by the Committee):

- a.** such Participant’s indictment for any crime which (i) constitutes a felony, (ii) has, or could reasonably be expected to have, an adverse impact on the performance of such Participant’s services to the Company and/or any Subsidiary or (iii) has, or could reasonably be expected to have, an adverse impact on the business and/or reputation of the Company and/or any Subsidiary;
- b.** such Participant having been the subject of any order, judicial or administrative, obtained or issued by any governmental or regulatory body for any securities laws violation involving fraud, market manipulation, insider trading and/or unlawful dissemination of non-public price-sensitive information;
- c.** such Participant’s wilful violation of the Company’s code of business conduct and ethics, insider trading policy or other internal policies and regulations established by the Company and/or any Subsidiary, in each case to the extent applicable to the Participant concerned;
- d.** gross negligence or wilful misconduct in the performance of such Participant’s duties for the Company and/or any Subsidiary or wilful or repeated failure or refusal to perform such duties;
- e.** material breach by such Participant of any employment, service, consulting or other agreement entered into between such Participant on the one hand and the Company and/or any Subsidiary on the other;
- f.** conduct by such Participant which should be considered as an urgent cause within the meaning of Section 7:678 DCC, irrespective of whether that provision applies to such Participant’s relationship with the Company and/or any Subsidiary; and

g. such other acts or omissions to act by such Participant as reasonably determined by the Committee, provided that the occurrence of an event described in paragraphs c. through e. above shall only constitute Cause if and when such event has not been cured or remedied by the relevant Participant within thirty days after the Company has provided written notice to such Participant.

Change of Control

The occurrence of any one or more of the following events:

- a.** the direct or indirect change in ownership or control of the Company effected through one transaction, or a series of related transactions within a twelve-month period, as a result of which any Person or group of Persons acting in concert, directly or indirectly acquires (i) beneficial ownership of more than half of the Company's issued share capital and/or (ii) the ability to cast more than half of the voting rights in the General Meeting;
- b.** at any time during a period of twelve consecutive months, individuals who at the beginning of such period constituted the Board, cease to constitute a majority of members of the Board, provided that any new Director who was nominated for appointment by the Board by a vote of at least a majority of the Directors who either were Directors at the beginning of such twelve-month period or whose nomination for appointment was so approved, shall be considered as though such individual were a Director at the beginning of such twelve-month period;

- c. the consummation of a merger, demerger or business combination of the Company or any Subsidiary with another Person, unless such transaction results in the shares in the Company's capital outstanding immediately prior to the consummation of such transaction continuing to represent (either by remaining outstanding or by being converted into, or exchanged for, voting securities of the surviving or acquiring Person or a parent thereof) at least half of the voting rights in the General Meeting or in the shareholders' meeting of such surviving or acquiring Person or parent outstanding immediately after the consummation of such transaction;
- d. the consummation of any sale, lease, exchange or other transfer to any Person or group of Persons acting in concert, not being Subsidiaries, in one transaction or a series of related transactions within a twelve-month period, of all or substantially all of the business of the Company and its Subsidiaries; or
- e. subject to Article 10, such other event which the Committee determines to constitute a change of control in respect of the Company.

Committee

Any of the following bodies, as applicable:

- a. the Board, except to the extent the administration or operation of this Plan is delegated to the compensation committee of the Board; or
- c. the compensation committee, to the extent the administration or operation of this Plan is delegated to such committee.

Company

LAVA Therapeutics N.V.

Consultant

Any Person, other than a Director or Employee, who is an adviser or consultant engaged by the Company and/or a Subsidiary to render bona fide services to the Company and/or a Subsidiary.

DCC

The Dutch Civil Code.

Director

A member of the Board.

Eligible Participant

Any Director, Employee or Consultant.

Employee

Any Person, other than a Director, who is an employee or officer of the Company and/or a Subsidiary.

Exercise Date

The date on which an Award is duly exercised by or on behalf of the Participant concerned.

Exercise Price	The exercise price applicable to an Award.
FMV	The closing price of a Share on the relevant date (or, if there is no reported sale of Shares on such date, on the last preceding date on which any such reported sale occurred) on the principal stock exchange where Shares have been admitted for trading, unless determined otherwise by the Committee.
General Meeting	The Company's general meeting of shareholders.
Good Leaver	A Participant who ceases to be an Eligible Participant and who is not a Bad Leaver.
Grant Date	The date on which the Committee decides to grant an Award, or such later effective date applicable to such Award as may be determined by the Committee.
Option	The right to subscribe for, or otherwise acquire, one Plan Share.
Other Award	An Award which does not take the form of an Option, SAR, Share of Restricted Stock or RSU, and which may be denominated or payable in, valued in whole or in part by reference to, or otherwise based on or related to Shares or factors which may influence the value of Shares, including cash-settled financial instruments and financial instruments which are convertible into or exchangeable for Plan Shares.
Participant	The holder of an Award, including, as the context may require, the rightful heir(s) of a previous holder of such Award having acquired such Award as a result of the death of such previous holder.
Performance Criteria	The performance criteria applicable to an Award.
Person	A natural person, partnership, company, association, cooperative, mutual insurance society, foundation or any other entity or body which operates externally as an independent unit or organisation.
Plan	This long-term incentive plan.
Plan Share	A Share underlying an Award.

Replacement Award	An Award granted in assumption of, or in substitution or exchange for, long-term incentive awards previously granted by a Person acquired (or whose business is acquired) by the Company or a Subsidiary or with which the Company or a Subsidiary merges or forms a business combination, as reasonably determined by the Committee.
Restricted Stock	Plan Shares subject to such restrictions as the Committee may impose, including with respect to voting rights and the right to receive dividends or other distributions made by the Company.
RSU	The right to receive, in cash, in assets, in the form of Plan Shares valued at FMV, or a combination thereof, the FMV of one Share on the Exercise Date.
SAR	The right to receive, in cash, in assets, in the form of Plan Shares valued at FMV, or a combination thereof, the excess of the FMV of one Share on the applicable Exercise Date over the applicable Exercise Price.
Section 409A IRC	Section 409A of the United States Internal Revenue Code of 1986, as amended, and the rules, regulations and guidance promulgated pursuant thereto (or any successor provision).
Section 457A IRC	Section 457A of the United States Internal Revenue Code of 1986, as amended, and the rules, regulations and guidance promulgated pursuant thereto (or any successor provision).
Share	A common share in the Company's capital or, as applicable, a depository receipt (<i>certificaat</i>) issued for a common share in the Company's capital.
Subsidiary	A subsidiary of the Company within the meaning of Section 2:24a DCC.

2.2 References to statutory provisions are to those provisions as they are in force from time to time.

2.3 Terms that are defined in the singular have a corresponding meaning in the plural.

2.4 Except as otherwise required by law, the terms "written" and "in writing" include the use of electronic means of communication.

ADMINISTRATION**Article 3**

- 3.1** This Plan shall be administered by the Committee. The Committee's powers and authorities under this Plan include the authority to perform the following matters, in each case consistent with and subject to the terms of this Plan:
- a.** designating Persons to whom Awards are granted;
 - b.** deciding to grant Awards;
 - c.** determining the form(s) and type(s) of Awards being granted and setting the terms and conditions applicable to such Awards, including:
 - i.** the number of Plan Shares underlying Awards;
 - ii.** the time(s) when Awards may be exercised or settled in whole or in part;
 - iii.** whether, to which extent, and under which circumstances Awards may be exercised or settled in cash or assets (including other Awards), or a combination thereof, in lieu of Plan Shares and vice versa;
 - iv.** whether, to which extent and under which circumstances Awards may be cancelled or suspended;
 - v.** whether, to which extent and under which circumstances a Participant may designate another Person owned or controlled by him as recipient or beneficiary of his or her Awards;
 - vi.** whether and to which extent Awards are subject to Performance Criteria and/or restrictive covenants (including non-competition, non-solicitation, confidentiality and/or Share ownership requirements);
 - vii.** the method(s) by which Awards may be exercised, settled or cancelled;
 - viii.** whether, to which extent and under which circumstances, the exercise, settlement or cancellation of Awards may be deferred or suspended;
 - d.** amending or waiving the terms applicable to outstanding Awards (including Performance Criteria), subject to the restrictions imposed by Article 9 and provided that no such amendment shall take effect without the consent of the affected Participant(s), if such amendment would materially and adversely affect the rights of the Participant(s) under such Awards, except to the extent that any such amendment is made to cause this Plan or the Awards concerned to comply with applicable law, stock exchange rules, accounting principles or tax rules and regulations;
 - e.** making any determination under, and interpreting the terms of, this Plan, any rules or regulations issued pursuant to this Plan and any Award Agreement;
 - f.** correcting any defect, supplying any omission or reconciling any inconsistency in the Plan or any Award Agreement;

- g.** settling any dispute between the Company and any Participant (including any beneficiary of his or her Awards) regarding the administration and operation of this Plan, any rules or regulations issued pursuant to this Plan, and any Award Agreement entered into with such Participant; and
 - h.** making any other determination or taking any other action which the Committee considers to be necessary, useful or desirable in connection with the administration or operation of this Plan.
- 3.2** The Committee may issue further rules and regulations for the administration and operation of this Plan, consistent with and subject to the terms of this Plan.
- 3.3** All decisions of the Committee shall be final, conclusive and binding upon the Company and the Participants (including beneficiaries of Awards).

AWARDS

Article 4

- 4.1** Awards can only be granted to:
 - a.** Eligible Participants; and
 - b.** any other Person who has been extended an offer of employment or other service, as a result of which the Committee reasonably expects such Person to become an Eligible Participant within twelve months after the Grant Date, provided that Awards granted to any such Person shall be treated as Awards held by a Bad Leaver if and when he or she has not become an Eligible Participant within such twelve-month period.
- 4.2** No Award is intended to confer any rights on the relevant Participant except as set forth in the applicable Award Agreement. In particular, no Award should be construed as giving any Participant the right to remain employed by or to continue to provide services for the Company or any Subsidiary.
- 4.3** Awards shall be granted for no consideration or for such minimal cash consideration as may be required by applicable law.
- 4.4** Awards may be granted alone or in addition or in tandem with any other Award and/or any award under any other plan of the Company or any Subsidiary. Awards granted in addition or in tandem with any other Award and/or any award under any other plan of the Company or any Subsidiary may be granted simultaneously or at different times.
- 4.5** Each Award shall be evidenced by an Award Agreement entered into between the Company and the Participant concerned. Until an Award Agreement has been entered into between the Company and the relevant Participant, no rights can be derived from the Awards concerned by such Participant.

- 4.6** Plan Shares, including Awards in the form of Shares of Restricted Stock, shall be delivered in such form(s) as may be determined by the Committee and shall be subject to such stop transfer orders and other restrictions as the Committee may deem required or advisable. Furthermore, the Committee may determine that certificates for such Shares shall bear an appropriate legend referring to the terms, conditions and restrictions applicable thereto.
- 4.7** The terms and conditions applicable to Awards, including the time(s) when Awards vest in whole or in part and any applicable Performance Criteria, shall be set by the Committee and may vary between Awards and between Participants, as the Committee deems appropriate. The Committee may also determine whether and under which circumstances Awards shall be settled automatically upon vesting, without being exercised by the Participant.
- 4.8** The term of an Award shall be determined by the Committee, but shall not exceed ten years from the applicable Grant Date. Unless determined otherwise by the Committee, if the exercise of an Award is prohibited by applicable law or the Company's insider trading policy on the last business day of the term of such Award, such term shall be extended for a period of one month following the end of such prohibition.
- 4.9** Unless determined otherwise by the Committee, Awards cannot be transferred, pledged or otherwise encumbered, except by testament or hereditary law as a result of death of the Participant concerned.
- 4.10** If, as a result of changes in applicable law, accounting principles or tax rules and regulations, or due to a variation of the composition of the Company's issued share capital (including a share split, reverse share split, redenomination of the nominal value, or as a result of a dividend or other distribution, reorganisation, acquisition, merger, demerger, business combination or other transaction involving the Company or a Subsidiary), an adjustment to this Plan, any Award Agreement and/or outstanding Awards is necessary to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under this Plan, the Committee may adjust equitably any or all of:
- a.** the number of Plan Shares available under this Plan;
 - b.** the number of Plan Shares underlying outstanding Awards; and/or
 - c.** the Exercise Price or other terms applicable to outstanding Awards.
- 4.11** Any rights, payments and benefits under any Award shall be subject to repayment and/or recoupment by the Company in accordance with applicable law, stock exchange rules and such policies and procedures as the Company may adopt from time to time.
- 4.12** The Company may withhold from any outstanding Award, any payment, issuance or transfer to be made under such Award, or any other compensation or amount owed by the Company to the Participant holding such Award, an amount (in cash, in assets, in the form of Shares or other Awards, or a combination thereof) equal to the withholding taxes and other costs due, or to be withheld, by the Company or any Subsidiary in respect of the grant, exercise or settlement of such Award.

TYPES OF AWARDS**Article 5**

- 5.1** The Committee may grant Awards in the form of Options, SARs, Shares of Restricted Stock, RSUs, Other Awards or a combination of the foregoing. Options granted to individuals who are either United States residents or United States taxpayers may be granted as Incentive Stock Options or Nonstatutory Stock Options, as defined and specified in Annex B.
- 5.2** Upon the exercise or settlement of vested Options, the Company shall be obliged to deliver to the Participant concerned (or the beneficiary of such Options, as applicable), the Plan Shares underlying such Options (unless otherwise set forth in the Award Agreement).
- 5.3** Upon the exercise or settlement of vested SARs, the Company shall be obliged to pay to the Participant concerned (or the beneficiary of such SARs, as applicable) an amount equal to the number of Plan Shares underlying such SARs multiplied by the excess, if any, of the FMV of one Share on the applicable Exercise Date over the applicable Exercise Price. The Company may satisfy such payment obligation in cash, in assets, in the form of Shares valued at FMV, or a combination thereof, at the discretion of the Committee.
- 5.4** The exercise by a Participant of his or her rights attached to Shares of Restricted Stock shall be subject to such restrictions as the Committee may impose, including with respect to voting rights and the right to receive dividends or other distributions made by the Company. Upon the vesting of Shares of Restricted Stock, any such restrictions and conditions shall lapse with respect to those Shares. If an Award in the form of Shares of Restricted Stock is cancelled or otherwise terminated, the Participant shall be obliged to transfer all of his or her unvested Shares of Restricted Stock to the Company promptly and for no consideration.
- 5.5** Upon the exercise or settlement of vested RSUs, the Company shall be obliged to pay to the Participant concerned (or the beneficiary of such RSUs, as applicable) an amount equal to the number of Plan Shares underlying such RSUs multiplied by the FMV of one Share on the applicable Exercise Date. The Company may satisfy such payment obligation in cash, in assets, in the form of Shares valued at FMV, or a combination thereof, at the discretion of the Committee (unless otherwise set forth in the Award Agreement).
- 5.6** The Committee may determine that a Participant holding one or more RSUs is entitled to receive dividends and other distributions made by the Company on the Shares, as if such Participant held the Plan Shares underlying such RSUs. The Committee may impose restrictions with respect to such entitlement.

PERFORMANCE CRITERIA

Article 6

- 6.1** The Committee may condition the right of a Participant to exercise one or more of his or her Awards, and the timing thereof, upon the achievement or satisfaction of such Performance Criteria as may be determined by the Committee, within periods specified by the Committee.
- 6.2** If an Award is subject to Performance Criteria which must be achieved or satisfied within a period specified by the Committee for that purpose, such Award can only be exercised or settled at or after the end of that period.
- 6.3** Performance Criteria may be measured on an absolute or relative basis and may be established on a Company-wide basis or with respect to one or more business units, divisions, Subsidiaries and/or business segments. Relative performance may be measured against a group of peer companies determined by the Committee, financial market indices and/or other objective and quantifiable indices. Performance Criteria may relate to performance by the Company and/or by the Participant concerned.
- 6.4** If the Committee determines that a change in the business, operations, group structure or capital structure of the Company, or other events or circumstances, render certain Performance Criteria applicable to outstanding Awards unsuitable or inappropriate, the Committee may amend or waive such Performance Criteria, in whole or in part, as the Committee deems appropriate.

PLAN SHARES AVAILABLE FOR AWARDS

Article 7

- 7.1** Subject to Articles 4.10 and 7.2, the Plan Shares underlying Awards which are not Replacement Awards, irrespective of whether such Awards have been exercised or settled, may not represent more than 2,535,226 Shares, provided that this number shall be increased annually increase on January 1 of each calendar year, beginning in 2022 and ending in 2031, equal to 4% of the Company's issued share capital on the final day of the immediately preceding calendar year (or such smaller number as may be determined by the Board, which number may also be nil).
- 7.2** Plan Shares underlying Awards, except for Replacement Awards, which expire, which are cancelled or otherwise terminated, or which are exercised or settled in cash or assets in lieu of Plan Shares, shall again be available under this Plan and shall not be counted towards the limit imposed by Article 7.1.

VESTING, EXERCISE AND SETTLEMENT

Article 8

- 8.1** Each Award Agreement shall contain the vesting schedule and, where relevant, delivery schedule (which may include deferred delivery later than the vesting dates) for the relevant Awards.

- 8.2** Only vested Awards may be exercised or settled in accordance with their terms. An Award can only be exercised (to the extent it is not settled automatically) by or on behalf of the Participant holding such Award.
- 8.3** An Award can only be exercised through the use of an electronic system or platform to be designated by the Committee (if and when such system or platform has been set up by the Company), or otherwise by delivering written notice to the Company in a form approved by the Committee.
- 8.4** Subject to Article 9.1, the Committee shall determine the Exercise Price, provided that the Exercise Price for an Award which can be exercised or settled in the form of Plan Shares shall not be less than the aggregate nominal value of such Plan Shares.
- 8.5** Upon the exercise of an Award, the applicable Exercise Price must immediately be paid in cash, wire transfer of immediately available funds or by check payable to the order of the Company, provided that the Committee, subject to applicable law, may allow such Exercise Price to be satisfied on a cashless or net settlement basis, applying any of the following methods (or a combination thereof):
- a.** by means of an immediate sale by or on behalf of the relevant Participant of part of the Plan Shares underlying the Award being exercised, with sale proceeds equal to the Exercise Price being remitted to the Company and any remaining net sale proceeds (less applicable costs, if any) being paid to such Participant;
 - b.** by means of the relevant Participant forfeiting his or her entitlement to receive part of the Plan Shares underlying the Award being exercised at FMV on the Exercise Date and charging the aggregate nominal value of the remaining Plan Shares underlying such Award against the Company's reserves;
 - c.** by means of the relevant Participant surrendering his or her entitlement to receive part of the Plan Shares underlying the Award being exercised at FMV on the Exercise Date, against the Company becoming due an equivalent amount to such Participant and setting off that obligation against the Company's receivable with respect to payment of the applicable Exercise Price; or
 - d.** by means of the relevant Participant surrendering and transferring Shares to the Company (which may include Plan Shares underlying the Award being exercised) at FMV on the Exercise Date.
- 8.6** The Company may withhold from any Award granted or any payment due or transfer made under any Award (or under the Plan generally) or from any compensation or other amount owing to a Participant the amount (in cash, Shares, other Awards, other property, net settlement or any combination thereof) of applicable wage or withholding taxes due in respect of an Award, its exercise or settlement or any payment or transfer under such Award (or under the Plan generally) and to take such other action, including providing for elective

payment of such amounts in cash or Shares by the Participant, as may be necessary in the option of the Company to satisfy all obligations for the payment of such taxes. In addition, the Company may cause the sale by or on behalf of the relevant Participant of part of the Plan Shares underlying any Award being exercised or settled, with sale proceeds equal to the applicable wage or withholding taxes being remitted to the Company and any remaining net sale proceeds (less applicable costs, if any) being paid to such Participant.

8.7 When an Award is exercised or settled in the form of Plan Shares, the Company shall, at the discretion of the Committee, subject to applicable law and the Company's insider trading policy:

- a. issue new Plan Shares to the relevant Participant; or
- b. transfer existing Plan Shares held by the Company to the relevant Participant,

provided, in each case, that Plan Shares may be delivered in the form of book-entry securities representing those Plan Shares (or beneficial ownership of those Plan Shares entitling the holder to exercise or direct the exercise of voting rights attached thereto) credited to the securities account designated by the relevant Participant. Furthermore, Plan Shares may be delivered as described in the previous sentence to a Person designated by the relevant Participant, with the prior approval of the Committee, as beneficiary of his or her Award.

8.8 If an Award is exercised or settled in the form of Plan Shares and such Award does not relate to a whole number of Plan Shares, the number of Plan Shares underlying such Award shall be rounded down to the nearest integer.

PRICING RESTRICTIONS FOR OPTIONS AND SARS

Article 9

9.1 Except for Replacement Awards, the Exercise Price for an Option or SAR shall not be less than the higher of:

- a. the FMV of a Plan Share on the applicable Grant Date and, in case of a SAR being granted in connection with an Option, on the Grant Date of such Option; or
- b. the nominal value of a Plan Share.

9.2 Except as provided in Article 4.10, the Committee may not, without prior approval of the General Meeting, seek to effect any re-pricing of any outstanding "underwater" Option or SAR by:

- a. amending or modifying the terms of such Award to lower the Exercise Price;
- b. cancelling such Award and granting in exchange either (i) replacement Options or SARs having a lower Exercise Price, or (ii) Restricted Stock, RSUs or Other Awards; or

c. cancelling or repurchasing such Award for cash, assets or other securities.

9.3 Options and SARs will be considered to be “underwater” within the meaning of Article 9.2 at any time when the FMV of the Plan Shares underlying such Awards is less than the applicable Exercise Price.

U.S. PARTICIPANTS

Article 10

- 10.1** With respect to any Award subject to Section 409A IRC and Section 457A IRC, this Plan and the applicable Award Agreement are intended to comply with the requirements of Section 409A IRC and Section 457A IRC, the provisions of this Plan and such Award Agreement shall be interpreted in a manner that satisfies the requirements of Section 409A IRC and Section 457A IRC, and this Plan shall be operated accordingly. If any provision of this Plan or any term or condition of any Award subject to Section 409A IRC and Section 457A IRC would otherwise frustrate or conflict with this intent, the provision, term or condition will be interpreted and deemed amended so as to avoid this conflict.
- 10.2** Notwithstanding any provision of this Plan to the contrary or any Award Agreement, a termination of employment shall not be deemed to have occurred for purposes of any provision of an Award that is subject to Section 409A IRC providing for payment upon or following a termination of a Participant’s employment unless such termination is also a “separation from service” and, for purposes of any such provision of such Award, references to a “termination”, “termination of employment” or like terms shall mean “separation from service”.
- 10.3** No Awards will be eligible for the payment of dividends or dividend equivalents, to the extent such Option or SAR is subject to Section 409A IRC and Section 457A IRC.
- 10.4** If all or part of any payments made, or other benefits conferred, under any Award subject to Section 409A IRC constitutes deferred compensation for purposes of Section 409A IRC as a result of a “separation from service” of the relevant Participant (other than due to his or her death) within the meaning of Section 409A IRC while such Participant is a “specified employee” under Section 409A IRC, then such payment or benefit shall not be made or conferred until six months and one business day have elapsed after the date of such “separation from service”, except as permitted under Section 409A IRC.
- 10.5** If an Award subject to Section 409A IRC includes a “series of installment payments” within the meaning of Section 1.409A-2(b)(2)(iii) of the United States Treasury Regulations, the right of the relevant Participant to such series of installment payments shall be treated as a right to a series of separate payments and not as a right to a single payment, and if such an Award includes “dividend equivalents” within the meaning of Section 1.409A-3(e) of the United States Treasury Regulations, the right of the relevant Participant to such dividend equivalents shall be treated separately from the right to other amounts or other benefits under such Award.

- 10.6** For any Award subject to Section 409A IRC or Section 457A IRC that provides for accelerated distribution on a Change of Control of amounts that constitute “deferred compensation” as defined in Section 409A IRC and Section 457A IRC, if the event that constitutes such Change of Control does not also constitute a change in the ownership or effective control of the Company, or in the ownership of a substantial portion of the Company’s assets (in either case, as defined in Section 409A IRC), such amount shall not be distributed on such Change of Control but instead shall vest as of the date of such Change of Control and shall be paid on the scheduled payment date specified in the applicable Award Agreement, except to the extent that earlier distribution would not result in the relevant Participant incurring any additional tax, penalty, interest or other expense under Section 409A IRC and Section 457A IRC.
- 10.7** Notwithstanding the foregoing in this Article 10, the tax treatment of the benefits provided under this Plan or any Award Agreement is not warranted or guaranteed, and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by a U.S. Participant on account of non-compliance with Section 409A IRC and Section 457A IRC.
- 10.8** Notwithstanding any provision of this Plan to the contrary or any Award Agreement, in the event the Committee determines that any Award may be subject to Section 409A IRC or Section 457A IRC, the Committee may adopt such amendments to this Plan and the applicable Award Agreement or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, that the Committee determined are necessary or appropriate to:
- a. exempt the Award from Section 409A IRC or Section 457A IRC and/or preserve the intended tax treatment of the benefits provided with respect to the Award; or
 - b. comply with the requirements of Section 409A IRC or Section 457A IRC and thereby avoid the application of any adverse tax consequences under such Sections.

LEAVER

Article 11

- 11.1** If a Participant becomes a Good Leaver, unless otherwise determined by the Committee or set forth in an Award Agreement:
- a. all vested Awards that have not yet been exercised or settled must be exercised or settled in accordance with their terms within a period specified by the Committee and, if such Awards are not exercised or (through no fault of the Participant concerned) not settled within such period, they shall be cancelled automatically without compensation for the loss of such Awards; and

- b. all unvested Awards of such Participant shall be cancelled automatically without compensation for the loss of such Awards, unless the Committee decides otherwise.

11.2 If a Participant becomes a Bad Leaver, all vested Awards of such Participant which have not been exercised or settled, as well as all unvested Awards of such Participant, shall be cancelled automatically without compensation for the loss of such Awards.

CHANGE OF CONTROL

Article 12

- 12.1 If long-term incentive awards are granted in assumption of, or in substitution or exchange for, outstanding Awards in connection with a Change of Control and the Committee has determined that such awards are sufficiently equivalent to the outstanding Awards concerned, then such outstanding Awards shall be cancelled and terminated upon the replacement awards being granted to the Participants concerned.
- 12.2 If, in connection with a Change of Control, outstanding Awards are not replaced by long-term incentive awards as described in Article 12.1, or are replaced by long-term incentive awards which the Committee does not consider to be sufficiently equivalent to such outstanding Awards, then such Awards shall immediately vest and, where relevant, settle in full, unless the Committee decides otherwise.
- 12.3 For purposes of this Article 12, awards shall not be considered to be “sufficiently equivalent” to outstanding Awards, if the underlying securities are not widely held and publicly traded on a regulated national stock exchange.

LOCK-UP

Article 13

- 13.1 In connection with any registration of the Company’s securities under United States securities laws, to the extent requested by the Company or the underwriters managing any offering of the Company’s securities, and except as otherwise approved by the Committee or pursuant to any exceptions approved by such underwriters, Shares acquired by a Participant pursuant to the issuance, vesting, exercise or settlement of any Award may not be sold, transferred, or otherwise disposed of prior to such period following the effective date of such registration as designated by such underwriters, not to exceed 180 days following such registration.
- 13.2 The Company may impose stop-transfer instructions with respect to the Shares subject to the restriction stipulated by Article 13.1 until the end of the lock-up period referred to in that provision.

DATA PROTECTION

Article 14

- 14.1** The Company may process personal data relating to the Participants in connection with the administration and operation of this Plan. The personal data of the Participants which may be processed in this respect may include a copy of an identification document, contact details and bank and securities account numbers. Each Participant's personal data shall be stored by the Company for such time period as is necessary to administer such Participant's participation in the Plan or as otherwise permitted under applicable law.
- 14.2** Each Participant's personal data shall be handled by the Company in a proper and careful manner in accordance with applicable law, including the General Data Protection Regulation (GDPR) and the rules and regulations promulgated pursuant thereto. Participants have the right to lodge complaints with an applicable supervisory authority regarding the Company's processing of personal data pursuant to this Plan.
- 14.3** The Company shall implement technical and organisational measures designed to protect personal data processed pursuant to Article 14.1. Personnel or third parties that have access to such personal data shall be bound by confidentiality obligations.
- 14.4** The Company shall abide by any statutory rights the Participants may have regarding their respective personal data processed pursuant to Article 14.1, which includes the right to access, rectification, erasure, restriction of processing, objection to processing and portability of such personal data.
- 14.5** In connection with the administration and operation of this Plan, the Company may transfer personal data processed pursuant to Article 14.1 to one or more third parties, provided that there is a legitimate interest in doing so. Where such third parties are located outside the European Economic Area in countries that are not considered to provide for an adequate level of data protection, the Company shall ensure that sufficient data protection safeguards are put in place, failing which explicit consent for such transfer shall be obtained from the Participant(s) concerned.
- 14.6** The Company may establish one or more privacy policies providing further information on data protection and applying to the processing of personal data of the Participants by the Company in connection with the administration and operation of this Plan.

AMENDMENTS

Article 15

- 15.1** Except to the extent prohibited by applicable law and unless otherwise expressly provided in an Award Agreement, the Board may amend, supplement, suspend or terminate this Plan (or any portion thereof) pursuant to a resolution to that effect, provided that no such amendment, supplement, suspension or termination shall take effect without:

- a. approval of the General Meeting, if such approval is required by applicable law or stock exchange rules; and/or
 - b. the consent of the affected Participant(s), if such action would materially and adversely affect the rights of such Participant(s) under any outstanding Award, except to the extent that any such amendment, supplement or termination is made to cause this Plan to comply with applicable law, stock exchange rules, accounting principles or tax rules and regulations.
- 15.2 Notwithstanding anything to the contrary in the Plan, the Committee may amend the Plan and/or any Award Agreement in such manner as may be necessary or desirable to enable the Plan and/or such Award Agreement to achieve its stated purposes in any jurisdiction in a tax-efficient manner and in compliance with local laws, rules and regulations to recognise differences in local law, tax policy or custom. The Committee also may impose conditions on the exercise or vesting of Awards in order to minimise the Company's obligation with respect to tax equalisation for Participants on assignments outside their home country.

GOVERNING LAW AND JURISDICTION

Article 16

This Plan shall be governed by and shall be construed in accordance with the laws of the Netherlands. Subject to Article 3.1 paragraph g., any dispute arising in connection with these rules shall be submitted to the exclusive jurisdiction of the competent court in Amsterdam, the Netherlands.

Annex A - Template Award Agreement

AWARD AGREEMENT

THIS AGREEMENT IS MADE ON [DATE] BETWEEN

1. **LAVA Therapeutics N.V.**, a public company with limited liability, having its corporate seat in Utrecht (address: Yalelaan 60, 3584 CM Utrecht, trade register number: 65335740) (the “**Company**”); and
2. [details Participant] (the “**Participant**”).

NOW HEREBY AGREE AS FOLLOWS

- 1.1 Capitalised terms used herein have the meanings ascribed thereto in the Company’s long-term incentive plan (the “**Plan**”).
- 1.2 In the event of a conflict among the provisions of the Plan, this agreement and/or any descriptive materials concerning the Award governed by this agreement provided to the Participant, the provisions of the Plan will prevail.
- 1.3 The Participant has been granted an Award on the terms and subject to the conditions set out in the Plan and below:

<i>Form of Award</i>	: [number] [Options] [SARs] [Shares of Restricted Stock] [RSUs] [Other Awards] : [Options qualify as Incentive Stock Options]
<i>Grant Date</i>	: [date]
<i>[Exercise Price]</i>	: [[FMV] [other price] per [Option] [SAR] [Share of Restricted Stock] [RSU] [Other Award]]
<i>Automatic settlement</i>	: [Yes, on each vesting date] [No, exercised at the option of the Participant]
<i>Expiration Date</i>	: [date]
<i>Performance-based</i>	: [Yes, as specified below] [No]
<i>Vesting schedule</i>	: Starting on [the Grant Date] [date], [percentage]% of the Award vests each anniversary of [the Grant Date] [such date], subject to the applicable Performance Criteria specified below]

Delivery schedule : [Not applicable] [Within [one week] following each vesting date]

Good Leaver : In case of the Participant becoming a Good Leaver, all vested Awards that have not yet been exercised or settled must be exercised or settled in accordance with their terms within **[period]** after the Participant became a Good Leaver.

1.4 [The following Performance Criteria relating to the Company's performance apply with respect to this Award (determined on a consolidated basis):]

<i>Criteria</i>	<i>Measure</i>	<i>Vesting percentage of time-vested</i>					
		<i>[Options]</i>	<i>[SARs]</i>	<i>[Restricted Stock]</i>	<i>[RSUs]</i>	<i>[Other Awards]</i>	
		0%	20%	40%	60%	80%	100%
<i>Adjusted EBITDA</i>	Increase over financial year compared to prior financial year, determined as at the end of the financial year on the basis of the Company's [audited] [annual][last quarter] financial statements (in [basis points])						
<i>VWAP</i>	Increase over financial year compared to prior financial year, determined as at the end of the financial year by reference to Bloomberg screens (in [USD])						
<i>EPS</i>	Increase over financial year compared to prior financial year, determined as at the end of the financial year by reference to Bloomberg screens (in [USD])						
<i>Adjusted FCF</i>	Increase over financial year compared to prior financial year, determined as at the end of the financial year by reference to Bloomberg screens (in [USD])						

ROIC Percentage for the financial year
RoE Percentage for the financial year
Relative TSR Percentage for the financial year

[**Other metrics or targets**]

1.5 [The following Performance Criteria relating to the Participant's performance apply with respect to this Award:]

<i>Criteria</i>	<i>Measure</i>	<i>Vesting percentage of time-vested</i>					
		<i>[Options]</i>	<i>[SARs]</i>	<i>[Restricted Stock]</i>	<i>[RSUs]</i>	<i>[Other Awards]</i>	
		0%	20%	40%	60%	80%	100%
<i>Strategic initiatives</i>	Percentage of following achievements/milestones, as determined by the Committee: [describe achievements/milestones]						
<i>CSR metrics</i>	Percentage of following achievements/milestones, as determined by the Committee: [describe achievements/milestones]						
[Other metrics or targets]							

1.6 The Participant grants an irrevocable power of attorney to the Company, with full right of substitution, to perform on the Participant's behalf all acts necessary for or conducive to the administration and operation of the Plan, including the following matters (in each case consistent with and subject to the terms of this Plan):

- a. delivery of Plan Shares underlying Awards upon the exercise or settlement of such Awards in accordance with their terms;

- b. effecting a cashless exercise of Awards; and
 - c. effecting a cancellation, termination and/or transfer to the Company of Awards in case the Participant would become a Bad Leaver.
- 1.7 The power of attorney granted above also extends to the performance of acts of disposition (*beschikkingshandelingen*). The Company may act as counterparty of the Participant when acting under such power of attorney.
- 1.8 This agreement shall be governed by and shall be construed in accordance with the laws of the Netherlands. Any dispute arising in connection with this agreement shall be resolved in accordance with the dispute resolution provisions of the Plan.

LAVA Therapeutics N.V.

Name :

Title :

[Participant]

Annex B - Addendum for U.S. Participants

1 Definitions

- 1.1 Except as otherwise defined below, capitalised terms used herein have the meanings ascribed thereto in the long-term incentive plan (the “**Plan**”) of LAVA Therapeutics N.V. (the “**Company**”).
- 1.2 In this addendum (the “**U.S. Addendum**”), the following words will have the meaning as defined below:
- a. “**Code**” means the U.S. Internal Revenue Code of 1986, as amended, and the regulations and guidance issued thereunder.
 - b. “**Disability**” means the inability of a U.S. Participant to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than twelve (12) months as provided in Sections 22(e)(3) and 409A(a)(2)(c)(i) of the Code, and will be determined by the Board on the basis of such medical evidence as the Board deems warranted under the circumstances.
 - c. “**Fair Market Value**” means as of any date, the value of the Shares determined by the Board in compliance with Section 409A of the Code and, in the case of an Incentive Stock Option, in compliance with Section 422 of the Code.
 - d. “**Incentive Stock Option**” or “**ISO**” means a stock option that is intended to be, and qualifies as, an incentive stock option within the meaning of Section 422 of the Code.
 - e. “**Nonstatutory Stock Option**” or “**NSO**” means a stock option does not qualify as an Incentive Stock Option.
 - f. “**Option**” means a Nonstatutory Stock Option or Incentive Stock Option issued under the U.S. Addendum.
 - g. “**Securities Act**” means the U.S. Securities Act of 1933, as amended.
 - h. “**Subsidiary**” means a corporation, whether now or hereafter existing, in an unbroken chain of corporations beginning with the Company, if each corporation other than the Company owns shares possessing 50% or more of the total combined voting power of all classes of shares in one of the other corporations in such chain, as provided in the definition of a “subsidiary corporation” contained in Section 424(f) of the Code.

- i. “U.S.” means the United States of America.
- j. “U.S. Participant” means a Participant who is either a U.S. resident or a U.S. taxpayer.

2 Purpose and Applicability.

- 2.1 This U.S. Addendum applies to U.S. Participants. The purpose of the U.S. Addendum is to facilitate compliance with U.S. tax, securities and other applicable laws, and to facilitate the Company to issue Options to eligible U.S. Participants.
- 2.2 Except as otherwise provided by the U.S. Addendum, all Option grants made to U.S. Participants will be governed by the terms of the Plan, when read together with the U.S. Addendum. In any case of an irreconcilable contradiction (as determined by the Board) between the provisions of the U.S. Addendum and the Plan, the provisions of the U.S. Addendum will govern.
- 2.3 This Addendum is effective as of March [24], 2021 (the “**Effective Date**”).

3 Additional Terms and Conditions Applicable to All Options Granted to U.S. Participants.

- 3.1 Form of Award Agreement. Any Award Agreement with U.S. Participants shall indicate if all or a portion of the Option is designated as an Incentive Stock Option.
- 3.2 Maximum Term of Options. No Option will be exercisable after the expiration of ten (10) years from the Grant Date, or such shorter period specified in the applicable Award Agreement.
- 3.3 Transferability of Options. A U.S. Participant may only transfer an Option if permitted by the Board. The Board may only permit transfer of the Option in a manner that is permitted by the Plan and is not prohibited by applicable U.S. tax and securities laws. The Board, in its sole discretion, may impose such limitations on the transferability of Options as the Board will determine. In the absence of such a determination by the Board to the contrary, the following restrictions on the transferability of Options will apply:
 - a. Restriction on Transfer. An Option will not be transferable except by will or by the laws of descent and distribution (or pursuant to paragraphs a. and b. below), and will be exercisable during the lifetime of the U.S. Participant only by the U.S. Participant. An Option may not be transferred for consideration.

- b. Domestic Relations Orders. Subject to the approval of the Board, an Option may be transferred pursuant to the terms of a domestic relations order, official marital settlement agreement or other divorce or separation instrument as permitted by Treasury Regulations Section 1.421-1(b)(2). If an Option is an Incentive Stock Option, such Option will be deemed to be a Nonstatutory Stock Option as a result of such transfer.
- c. Beneficiary Designation. Subject to the approval of the Board, a U.S. Participant may, by delivering written notice to the Company, in a form approved by the Company (or the designated broker), designate a third party who, on the death of the U.S. Participant, will thereafter be entitled to exercise the Option and receive the Plan Shares or other consideration resulting from such exercise. In the absence of such a designation, upon the death of the U.S. Participant, the executor or administrator of the U.S. Participant's estate will be entitled to exercise the Option and receive the Plan Shares or other consideration resulting from such exercise. However, the Company may prohibit designation of a beneficiary at any time, including due to any conclusion by the Company that such designation would be inconsistent with the provisions of applicable laws.

4 Provisions Applicable to Incentive Stock Options.

- 4.1 Eligible Recipients of ISOs. Incentive Stock Options may be granted only to employees of the Company or a Subsidiary.
- 4.2 Designation of ISO Status. The Board action approving the grant of an Option to a U.S. Participant, and the Award Agreement, must specify that the Option is intended to be an Incentive Stock Option. If an Option is not specifically designated as an Incentive Stock Option, or if an Option is designated as an Incentive Stock Option but some portion or all of the Option fails to qualify as an Incentive Stock Option under the applicable rules, then the Option (or portion thereof) will be a Nonstatutory Stock Option.
- 4.3 Maximum Shares Issuable On Exercise of ISOs. Subject to the adjustment provisions of Article 4.10 of the Plan, the maximum aggregate number of Plan Shares that may be issued upon the exercise of Incentive Stock Options is 7,600,000 Plan Shares.
- 4.4 Limits for 10% Shareholders. A person who owns (or is deemed to own pursuant to Section 424(d) of the Code) shares carrying more than ten percent (10%) of the total combined voting power of all classes of shares of the Company or any affiliate (as determined under Section 424 of the Code), will not be granted an Incentive Stock Option unless the exercise price of such Option is at least one hundred ten percent (110%) of the FMV on the Grant Date and the Option is not exercisable after the expiration of five (5) years from the Grant Date.

- 4.5 **No Transfer.** As provided by Section 422(b)(5) of the Code, an Incentive Stock Option will not be transferable except by will or by the laws of descent and distribution, and will be exercisable during the lifetime of the U.S. Participant only by the U.S. Participant. If the Board elects to allow the transfer of an Option by a U.S. Participant that is designated as an Incentive Stock Option, such transferred Option will automatically become a Nonstatutory Stock Option.
- 4.6 **US \$100,000 Limit.** As provided by Section 422(d) of the Code and applicable regulations thereunder, to the extent that the aggregate FMV (determined on the Grant Date) of Plan Shares with respect to which Incentive Stock Options are exercisable for the first time by any U.S. Participant during any calendar year (under all plans of the Company and any Subsidiary, including the Plan) exceeds USD 100,000 (or such other limit established in the Code) or otherwise does not comply with the rules governing Incentive Stock Options, the Options or portions thereof that exceed such limit (according to the order in which they were granted) or otherwise do not comply with such rules will be treated as Nonstatutory Stock Options, notwithstanding any contrary provision of the applicable Award Agreement(s).
- 4.7 **Post-Termination Exercise Period.** To obtain the U.S. federal income tax advantages associated with an Incentive Stock Option, the U.S. Internal Revenue Code requires that at all times beginning on the Grant Date and ending on the day three (3) months before the date of exercise of the Option, the U.S. Participant must be an employee of the Company or a Subsidiary (except in the event of the U.S. Participant's death or Disability, in which case a 12-month period applies). The Company cannot guarantee that the Option will be treated as an Incentive Stock Option if the U.S. Participant continues to provide services to the Company or a Subsidiary after such U.S. Participant's employment terminates or if the U.S. Participant otherwise exercises the Option more than three (3) months (or twelve (12) months, as the case may be) after the date his or her employment terminates, or the Option otherwise fails to qualify as an Incentive Stock Option.

5 Tax Matters

- 5.1 **Tax Withholding Requirement.** Prior to the delivery of any Plan Shares pursuant to the exercise of an Option, the Company will have the power and the right to deduct or withhold, or require a U.S. Participant to remit to the Company, an amount sufficient to satisfy U.S. federal, state, local, non-U.S. or other taxes required to be withheld with respect to such Option.

- 5.2 **Withholding Arrangements.** The Company may, in its sole discretion, satisfy any U.S. federal, state, local, foreign or other tax withholding obligation relating to an Option by any of the following means or by a combination of such means: (i) causing the U.S. Participant to tender a cash payment; (ii) withholding Shares issued or otherwise issuable to the U.S. Participant in connection with the Option; or (iii) withholding payment from any amounts otherwise payable to the U.S. Participant.
- 5.3 **No Obligation to Notify or Minimize Taxes.** The Company will have no duty or obligation to the U.S. Participant to advise such holder as to the time or manner of exercising the Option. Furthermore, the Company will have no duty or obligation to warn or otherwise advise such holder of a pending termination or expiration of an Option or a possible period in which the Option may not be exercised. The Company has no duty or obligation to minimize the tax consequences of an Option to the U.S. Participant.

6 Term, Amendment and Termination of the U.S. Addendum.

- 6.1 The Board may amend, suspend or terminate this U.S. Addendum at any time, provided that any amendment to the maximum aggregate number of Plan Shares that may be issued upon the exercise of Incentive Stock Options (as specified in Article 4.3 of this U.S. Addendum) must also be approved by the General Meeting. Unless terminated sooner by the Board, the U.S. Addendum will terminate automatically upon the earliest of (i) 10 years after adoption of the U.S. Addendum by the Board, (ii) 10 years after approval of the U.S. Addendum by the General Meeting or (iii) the termination of the Plan. No Options may be granted under the U.S. Addendum while either the Plan or the U.S. Addendum is suspended or after the Plan or the U.S. Addendum is terminated.
- 6.2 If this U.S. Addendum is terminated, the provisions of this U.S. Addendum and any administrative guidelines, and other rules adopted by the Board and in force at the time of suspension or termination of this U.S. Addendum, will continue to apply to any outstanding Options as long as an Option issued pursuant to the U.S. Addendum remain outstanding.
- 6.3 No amendment, suspension or termination of the U.S. Addendum may materially adversely affect any Options granted previously to any U.S. Participant without the consent of the U.S. Participant.

LAVA THERAPEUTICS N.V.

2021 EMPLOYEE STOCK PURCHASE PLAN

ADOPTED BY THE BOARD OF DIRECTORS: MARCH 15, 2021

APPROVED BY THE STOCKHOLDERS: MARCH __, 2021

IPO DATE: MARCH __, 2021

1. GENERAL; PURPOSE.

(a) The Plan provides a means by which Eligible Employees of the Company and certain Designated Companies may be given an opportunity to purchase Shares. The Plan permits the Company to grant a series of Purchase Rights to Eligible Employees under an Employee Stock Purchase Plan. In addition, the Plan permits the Company to grant a series of Purchase Rights to Eligible Employees that do not meet the requirements of an Employee Stock Purchase Plan.

(b) The Plan includes two components: a 423 Component and a Non-423 Component. The Company intends (but makes no undertaking or representation to maintain) the 423 Component to qualify as an Employee Stock Purchase Plan. The provisions of the 423 Component, accordingly, will be construed in a manner that is consistent with the requirements of Section 423 of the Code. Except as otherwise provided in the Plan or determined by the Board, the Non-423 Component will operate and be administered in the same manner as the 423 Component.

(c) The Company, by means of the Plan, seeks to retain the services of Eligible Employees, to secure and retain the services of new Employees and to provide incentives for such persons to exert maximum efforts for the success of the Company and its Related Corporations.

2. ADMINISTRATION.

(a) The Board or the Committee will administer the Plan. References herein to the Board shall be deemed to refer to the Committee except where context dictates otherwise.

(b) The Board will have the power, subject to, and within the limitations of, the express provisions of the Plan:

(i) To determine how and when Purchase Rights will be granted and the provisions of each Offering (which need not be identical).

(ii) To designate from time to time (A) which Related Corporations will be eligible to participate in the Plan as Designated 423 Corporations, (B) which Related Corporations or Affiliates will be eligible to participate in the Plan as Designated Non-423 Corporations and (C) which Designated Companies will participate in each separate Offering (to the extent that the Company makes separate Offerings).

(iii) To construe and interpret the Plan and Purchase Rights, and to establish, amend and revoke rules and regulations for its administration. The Board, in the exercise of this power, may correct any defect, omission or inconsistency in the Plan, in a manner and to the extent it deems necessary or expedient to make the Plan fully effective.

(iv) To settle all controversies regarding the Plan and Purchase Rights granted under the Plan.

(v) To suspend or terminate the Plan at any time as provided in Section 12.

(vi) To amend the Plan at any time as provided in Section 12.

(vii) Generally, to exercise such powers and to perform such acts as it deems necessary or expedient to promote the best interests of the Company and its Related Corporations and to carry out the intent that the Plan be treated as an Employee Stock Purchase Plan with respect to the 423 Component.

(viii) To adopt such rules, procedures and sub-plans as are necessary or appropriate to permit or facilitate participation in the Plan by Employees who are foreign nationals or employed or located outside the United States. Without limiting the generality of, and consistent with, the foregoing, the Board specifically is authorized to adopt rules, procedures, and sub-plans regarding, without limitation, eligibility to participate in the Plan, the definition of eligible "earnings," handling and making of Contributions, establishment of bank or trust accounts to hold Contributions, payment of interest, conversion of local currency, obligations to pay payroll tax, determination of beneficiary designation requirements, withholding procedures and handling of share issuances, any of which may vary according to applicable requirements, and which, if applicable to a Designated Non-423 Corporation, do not have to comply with the requirements of Section 423 of the Code.

(c) The Board may delegate some or all of the administration of the Plan to a Committee or Committees. If administration is delegated to a Committee, the Committee will have, in connection with the administration of the Plan, the powers theretofore possessed by the Board that have been delegated to the Committee, including the power to delegate to a subcommittee any of the administrative powers the Committee is authorized to exercise (and references in this Plan to the Board will thereafter be to the Committee or subcommittee), subject, however, to such resolutions, not inconsistent with the provisions of the Plan, as may be adopted from time to time by the Board. Further, to the extent not prohibited by Applicable Law, the Board or Committee may, from time to time, delegate some or all of its authority under the Plan to one or more officers of the Company or other persons or groups of persons as it deems necessary, appropriate or advisable under conditions or limitations that it may set at or after the time of the delegation. The Board may retain the authority to concurrently administer the Plan with the Committee and may, at any time, revert in the Board some or all of the powers previously delegated. Whether or not the Board has delegated administration of the Plan to a Committee, the Board will have the final power to determine all questions of policy and expediency that may arise in the administration of the Plan.

(d) All determinations, interpretations and constructions made by the Board in good faith will not be subject to review by any person and will be final, binding and conclusive on all persons.

3. SHARES SUBJECT TO THE PLAN.

(a) Subject to the provisions of Section 11(a) relating to Capitalization Adjustments, the maximum number of Shares that may be issued under the Plan will not exceed 253,523 Shares, plus the number of Shares that are automatically added on January 1st of each year for a period of up to ten years, commencing on the first January 1 following the year in which the IPO Date occurs and ending on (and including) January 1, 2031, in an amount equal to the lesser of (i) 1% of the total number of Shares outstanding on December 31st of the preceding calendar year, and (ii) 760,000 Shares. Notwithstanding the foregoing, the Board may act prior to the first day of any calendar year to provide that there will be no

January 1st increase in the share reserve for such calendar year or that the increase in the share reserve for such calendar year will be a lesser number of Shares than would otherwise occur pursuant to the preceding sentence. For the avoidance of doubt, up to the maximum number of Shares reserved under this Section 3(a) may be used to satisfy purchases of Common Stock under the 423 Component and any remaining portion of such maximum number of shares may be used to satisfy purchases of Common Stock under the Non-423 Component.

(b) If any Purchase Right granted under the Plan terminates without having been exercised in full, the Shares not purchased under such Purchase Right will again become available for issuance under the Plan.

(c) The stock purchasable under the Plan will be shares of authorized but unissued or reacquired Common Stock, including shares repurchased by the Company on the open market.

4. GRANT OF PURCHASE RIGHTS; OFFERING.

(a) The Board may from time to time grant or provide for the grant of Purchase Rights to Eligible Employees under an Offering (consisting of one or more Purchase Periods) on an Offering Date or Offering Dates selected by the Board. Each Offering will be in such form and will contain such terms and conditions as the Board will deem appropriate, and, with respect to the 423 Component, will comply with the requirement of Section 423(b)(5) of the Code that all Employees granted Purchase Rights will have the same rights and privileges. The terms and conditions of an Offering shall be incorporated by reference into the Plan and treated as part of the Plan. The provisions of separate Offerings need not be identical, but each Offering will include (through incorporation of the provisions of this Plan by reference in the document comprising the Offering or otherwise) the period during which the Offering will be effective, which period will not exceed 27 months beginning with the Offering Date, and the substance of the provisions contained in Sections 5 through 8, inclusive.

(b) If a Participant has more than one Purchase Right outstanding under the Plan, unless he or she otherwise indicates in forms delivered to the Company or a third party designated by the Company (each, a "**Company Designee**"): (i) each form will apply to all of his or her Purchase Rights under the Plan, and (ii) a Purchase Right with a lower exercise price (or an earlier-granted Purchase Right, if different Purchase Rights have identical exercise prices) will be exercised to the fullest possible extent before a Purchase Right with a higher exercise price (or a later-granted Purchase Right if different Purchase Rights have identical exercise prices) will be exercised.

(c) The Board will have the discretion to structure an Offering so that if the Fair Market Value of a share of Common Stock on the first Trading Day of a new Purchase Period within that Offering is less than or equal to the Fair Market Value of a share of Common Stock on the Offering Date for that Offering, then (i) that Offering will terminate immediately as of that first Trading Day, and (ii) the Participants in such terminated Offering will be automatically enrolled in a new Offering beginning on the first Trading Day of such new Purchase Period.

5. ELIGIBILITY.

(a) Purchase Rights may be granted only to Employees of the Company or, as the Board may designate in accordance with Section 2(b), to Employees of a Related Corporation or an Affiliate. Except as provided in Section 5(b) or as required by Applicable Law, an Employee will not be eligible to be granted Purchase Rights unless, on the Offering Date, the Employee has been in the employ of the Company or the Related Corporation or an Affiliate, as the case may be, for such continuous period preceding such Offering Date as the Board may require, but in no event will the required period of

continuous employment be equal to or greater than two years. In addition, the Board may (unless prohibited by Applicable Law) provide that no Employee will be eligible to be granted Purchase Rights under the Plan unless, on the Offering Date, such Employee's customary employment with the Company, the Related Corporation, or the Affiliate is more than 20 hours per week and more than five months per calendar year or such other criteria as the Board may determine consistent with Section 423 of the Code with respect to the 423 Component. The Board may also exclude from participation in the Plan or any Offering Employees who are "highly compensated employees" (within the meaning of Section 423(b)(4)(D) of the Code) of the Company or a Related Corporation or a subset of such highly compensated employees.

(b) The Board may provide that each person who, during the course of an Offering, first becomes an Eligible Employee will, on a date or dates specified in the Offering which coincides with the day on which such person becomes an Eligible Employee or which occurs thereafter, receive a Purchase Right under that Offering, which Purchase Right will thereafter be deemed to be a part of that Offering. Such Purchase Right will have the same characteristics as any Purchase Rights originally granted under that Offering, as described herein, except that:

(i) the date on which such Purchase Right is granted will be the "Offering Date" of such Purchase Right for all purposes, including determination of the exercise price of such Purchase Right;

(ii) the period of the Offering with respect to such Purchase Right will begin on its Offering Date and end coincident with the end of such Offering; and

(iii) the Board may provide that if such person first becomes an Eligible Employee within a specified period of time before the end of the Offering, he or she will not receive any Purchase Right under that Offering.

(c) No Employee will be eligible for the grant of any Purchase Rights under the 423 Component if, immediately after any such Purchase Rights are granted, such Employee owns stock possessing five percent or more of the total combined voting power or value of all classes of stock of the Company or of any Related Corporation. For purposes of this Section 5(c), the rules of Section 424(d) of the Code will apply in determining the stock ownership of any Employee, and stock which such Employee may purchase under all outstanding Purchase Rights and options will be treated as stock owned by such Employee.

(d) As specified by Section 423(b)(8) of the Code, an Eligible Employee may be granted Purchase Rights under the 423 Component only if such Purchase Rights, together with any other rights granted under all Employee Stock Purchase Plans of the Company and any Related Corporations, do not permit such Eligible Employee's rights to purchase stock of the Company or any Related Corporation to accrue at a rate which, when aggregated, exceeds US \$25,000 of Fair Market Value of such stock (determined at the time such rights are granted, and which, with respect to the Plan, will be determined as of their respective Offering Dates) for each calendar year in which such rights are outstanding at any time.

(e) Officers of the Company and any Designated Company, if they are otherwise Eligible Employees, will be eligible to participate in Offerings under the Plan. Notwithstanding the foregoing, the Board may (unless prohibited by Applicable Law) provide in an Offering that Employees who are highly compensated Employees within the meaning of Section 423(b)(4)(D) of the Code will not be eligible to participate.

(f) Notwithstanding anything in this Section 5 to the contrary, in the case of an Offering under the Non-423 Component, an Eligible Employee (or group of Eligible Employees) may be excluded from participation in the Plan or an Offering if the Board has determined, in its sole discretion, that participation of such Eligible Employee(s) is not advisable or practical for any reason.

6. PURCHASE RIGHTS; PURCHASE PRICE.

(a) On each Offering Date, each Eligible Employee, pursuant to an Offering made under the Plan, will be granted a Purchase Right to purchase up to that number of Shares purchasable either with a percentage of earnings (as defined by the Board in each Offering) or with a maximum dollar amount, as designated by the Board during the period that begins on the Offering Date (or such later date as the Board determines for a particular Offering) and ends on the date stated in the Offering, which date will be no later than the end of the Offering.

(b) The Board will establish one or more Purchase Dates during an Offering on which Purchase Rights granted for that Offering will be exercised and Shares will be purchased in accordance with such Offering.

(c) In connection with each Offering made under the Plan, the Board may specify (i) a maximum number of Shares that may be purchased by any Participant on any Purchase Date during such Offering, (ii) a maximum aggregate number of Shares that may be purchased by all Participants pursuant to such Offering and/or (iii) a maximum aggregate number of Shares that may be purchased by all Participants on any Purchase Date under the Offering. If the aggregate purchase of Shares issuable upon exercise of Purchase Rights granted under the Offering would exceed any such maximum aggregate number, then, in the absence of any Board action otherwise, a pro rata (based on each Participant's accumulated Contributions) allocation of the Shares (rounded down to the nearest whole share) available will be made in as nearly a uniform manner as will be practicable and equitable.

(d) The purchase price of Shares acquired pursuant to Purchase Rights will be not less than the lesser of:

(i) an amount equal to 85% of the Fair Market Value of the Shares on the Offering Date; or

(ii) an amount equal to 85% of the Fair Market Value of the Shares on the applicable Purchase Date.

7. PARTICIPATION; WITHDRAWAL; TERMINATION.

(a) An Eligible Employee may elect to participate in an Offering and authorize payroll deductions as the means of making Contributions by completing and delivering to the Company or a Company Designee, within the time specified in the Offering, an enrollment form provided by the Company or Company Designee. The enrollment form will specify the amount of Contributions not to exceed the maximum amount specified by the Board. Each Participant's Contributions will be credited to a bookkeeping account for such Participant under the Plan and will be deposited with the general funds of the Company except where Applicable Law requires that Contributions be deposited with a third party. If permitted in the Offering, a Participant may begin such Contributions with the first payroll occurring on or after the Offering Date (or, in the case of a payroll date that occurs after the end of the prior Offering but before the Offering Date of the next new Offering, Contributions from such payroll will be included in the new Offering). If permitted in the Offering, a Participant may thereafter reduce (including to zero) or increase his or her Contributions. If required under Applicable Law or if specifically provided in the Offering, and to the extent permitted by Section 423 of the Code with respect to the 423 Component, in addition to or instead of making Contributions by payroll deductions, a Participant may make Contributions through payment by cash, check or wire transfer prior to a Purchase Date.

(b) During an Offering, a Participant may cease making Contributions and withdraw from the Offering by delivering to the Company or a Company Designee a withdrawal form provided by the Company. The Company may impose a deadline before a Purchase Date for withdrawing. Upon such withdrawal, such Participant's Purchase Right in that Offering will immediately terminate and the Company will distribute as soon as practicable to such Participant all of his or her accumulated but unused Contributions and such Participant's Purchase Right in that Offering shall thereupon terminate. A Participant's withdrawal from that Offering will have no effect upon his or her eligibility to participate in any other Offerings under the Plan, but such Participant will be required to deliver a new enrollment form to participate in subsequent Offerings.

(c) Unless otherwise required by Applicable Law, Purchase Rights granted pursuant to any Offering under the Plan will terminate immediately if the Participant either (i) is no longer an Employee for any reason or for no reason (subject to any post-employment participation period required by Applicable Law) or (ii) is otherwise no longer eligible to participate. The Company will distribute as soon as practicable to such individual all of his or her accumulated but unused Contributions.

(d) Unless otherwise determined by the Board, a Participant whose employment transfers or whose employment terminates with an immediate rehire (with no break in service) by or between the Company and a Designated Company or between Designated Companies will not be treated as having terminated employment for purposes of participating in the Plan or an Offering; however, if a Participant transfers from an Offering under the 423 Component to an Offering under the Non-423 Component, the exercise of the Participant's Purchase Right will be qualified under the 423 Component only to the extent such exercise complies with Section 423 of the Code. If a Participant transfers from an Offering under the Non-423 Component to an Offering under the 423 Component, the exercise of the Purchase Right will remain non-qualified under the Non-423 Component. The Board may establish different and additional rules governing transfers between separate Offerings within the 423 Component and between Offerings under the 423 Component and Offerings under the Non-423 Component.

(e) During a Participant's lifetime, Purchase Rights will be exercisable only by such Participant. Purchase Rights are not transferable by a Participant, except by will, by the laws of descent and distribution, or, if permitted by the Company, by a beneficiary designation as described in Section 10.

(f) Unless otherwise specified in the Offering or as required by Applicable Law, the Company will have no obligation to pay interest on Contributions.

8. EXERCISE OF PURCHASE RIGHTS.

(a) On each Purchase Date, each Participant's accumulated Contributions will be applied to the purchase of Shares, up to the maximum number of Shares permitted by the Plan and the applicable Offering, at the purchase price specified in the Offering. No fractional shares will be issued unless specifically provided for in the Offering.

(b) Unless otherwise provided in the Offering, if any amount of accumulated Contributions remains in a Participant's account after the purchase of Shares on the final Purchase Date of an Offering, then such remaining amount will not roll over to the next Offering and will instead be distributed in full to such Participant after the final Purchase Date of such Offering without interest (unless otherwise required by Applicable Law).

(c) No Purchase Rights may be exercised to any extent unless the Shares to be issued upon such exercise under the Plan are covered by an effective registration statement pursuant to the Securities Act and the Plan is in material compliance with all applicable U.S. federal and state, foreign and other securities, exchange control and other laws applicable to the Plan. If on a Purchase Date the Shares are not so registered or the Plan is not in such compliance, no Purchase Rights will be exercised on such Purchase Date, and, subject to Section 423 of the Code with respect to the 423 Component, the Purchase Date will be delayed until the Shares are subject to such an effective registration statement and the Plan is in material compliance, except that the Purchase Date will in no event be more than 27 months from the Offering Date. If, on the Purchase Date, as delayed to the maximum extent permissible, the Shares are not registered and the Plan is not in material compliance with all Applicable Laws, as determined by the Company in its sole discretion, no Purchase Rights will be exercised and all accumulated but unused Contributions will be distributed to the Participants without interest (unless the payment of interest is otherwise required by Applicable Law).

9. COVENANTS OF THE COMPANY.

The Company will seek to obtain from each U.S. federal or state, foreign or other regulatory commission, agency or other Governmental Body having jurisdiction over the Plan such authority as may be required to grant Purchase Rights and issue and sell Shares thereunder unless the Company determines, in its sole discretion, that doing so is not practical or would cause the Company to incur costs that are unreasonable. If, after commercially reasonable efforts, the Company is unable to obtain the authority that counsel for the Company deems necessary for the grant of Purchase Rights or the lawful issuance and sale of Common Stock under the Plan, and at a commercially reasonable cost, the Company will be relieved from any liability for failure to grant Purchase Rights and/or to issue and sell Common Stock upon exercise of such Purchase Rights.

10. DESIGNATION OF BENEFICIARY.

(a) The Company may, but is not obligated to, permit a Participant to submit a form designating a beneficiary who will receive any Shares and/or Contributions from the Participant's account under the Plan if the Participant dies before such shares and/or Contributions are delivered to the Participant. The Company may, but is not obligated to, permit the Participant to change such designation of beneficiary. Any such designation and/or change must be on a form approved by the Company.

(b) If a Participant dies, and in the absence of a valid beneficiary designation, the Company will deliver any Shares and/or Contributions to the executor or administrator of the estate of the Participant. If no executor or administrator has been appointed (to the knowledge of the Company), the Company, in its sole discretion, may deliver such Shares and/or Contributions, without interest (unless the payment of interest is otherwise required by Applicable Law), to the Participant's spouse, dependents or relatives, or if no spouse, dependent or relative is known to the Company, then to such other person as the Company may designate.

11. ADJUSTMENTS UPON CHANGES IN COMMON STOCK; CORPORATE TRANSACTIONS.

(a) In the event of a Capitalization Adjustment, the Board will appropriately and proportionately adjust: (i) the class(es) and maximum number of securities subject to the Plan pursuant to Section 3(a), (ii) the class(es) and maximum number of securities by which the share reserve is to increase automatically each year pursuant to Section 3(a), (iii) the class(es) and number of securities subject to, and the purchase price applicable to outstanding Offerings and Purchase Rights, and (iv) the class(es) and number of securities that are the subject of the purchase limits under each ongoing Offering. The Board will make these adjustments, and its determination will be final, binding and conclusive.

(b) In the event of a Corporate Transaction, then: (i) any surviving corporation or acquiring corporation (or the surviving or acquiring corporation's parent company) may assume or continue outstanding Purchase Rights or may substitute similar rights (including a right to acquire the same consideration paid to the stockholders in the Corporate Transaction) for outstanding Purchase Rights, or (ii) if any surviving or acquiring corporation (or its parent company) does not assume or continue such Purchase Rights or does not substitute similar rights for such Purchase Rights, then the Participants' accumulated Contributions will be used to purchase Shares (rounded down to the nearest whole share) within ten business days (or such other period specified by the Board) prior to the Corporate Transaction under the outstanding Purchase Rights, and the Purchase Rights will terminate immediately after such purchase.

12. AMENDMENT, TERMINATION OR SUSPENSION OF THE PLAN.

(a) The Board may amend the Plan at any time in any respect the Board deems necessary or advisable. However, except as provided in Section 11(a) relating to Capitalization Adjustments, stockholder approval will be required for any amendment of the Plan for which stockholder approval is required by Applicable Law.

(b) The Board may suspend or terminate the Plan at any time. No Purchase Rights may be granted under the Plan while the Plan is suspended or after it is terminated.

Any benefits, privileges, entitlements and obligations under any outstanding Purchase Rights granted before an amendment, suspension or termination of the Plan will not be materially impaired by any such amendment, suspension or termination except (i) with the consent of the person to whom such Purchase Rights were granted, (ii) as necessary to facilitate compliance with any laws, listing requirements, or governmental regulations (including, without limitation, the provisions of Section 423 of the Code and the regulations and other interpretive guidance issued thereunder relating to Employee Stock Purchase Plans) including without limitation any such regulations or other guidance that may be issued or amended after the date the Plan is adopted by the Board, or (iii) as necessary to obtain or maintain favorable tax, listing, or regulatory treatment. To be clear, the Board may amend outstanding Purchase Rights without a Participant's consent if such amendment is necessary to ensure that the Purchase Right and/or the Plan complies with the requirements of Section 423 of the Code with respect to the 423 Component or with respect to other Applicable Laws. Notwithstanding anything in the Plan or any Offering Document to the contrary, the Board will be entitled to: (i) establish the exchange ratio applicable to amounts withheld in a currency other than U.S. dollars; (ii) permit Contributions in excess of the amount designated by a Participant in order to adjust for mistakes in the Company's processing of properly completed Contribution elections; (iii) establish reasonable waiting and adjustment periods and/or accounting and crediting procedures to ensure that amounts applied toward the purchase of Common Stock for each Participant properly correspond with amounts withheld from the Participant's Contributions; (iv) amend any outstanding Purchase Rights or clarify any ambiguities regarding the terms of any Offering to enable the Purchase Rights to qualify under and/or comply with Section 423 of the Code with respect to the 423 Component; and (v) establish other limitations or procedures as the Board determines in its sole discretion advisable that are consistent with the Plan. The actions of the Board pursuant to this paragraph will not be considered to alter or impair any Purchase Rights granted under an Offering as they are part of the initial terms of each Offering and the Purchase Rights granted under each Offering.

13. TAX QUALIFICATION; TAX WITHHOLDING.

(a) Although the Company may endeavor to (i) qualify a Purchase Right for special tax treatment under the laws of the United States or jurisdictions outside of the United States or (ii) avoid adverse tax treatment, the Company makes no representation to that effect and expressly disavows any covenant to maintain special or to avoid unfavorable tax treatment, notwithstanding anything to the contrary in this Plan. The Company will be unconstrained in its corporate activities without regard to the potential negative tax impact on Participants.

(b) Each Participant will make arrangements, satisfactory to the Company and any applicable Related Corporation, to enable the Company or the Related Corporation to fulfill any withholding obligation for Tax-Related Items. Without limitation to the foregoing, in the Company's sole discretion and subject to Applicable Law, such withholding obligation may be satisfied in whole or in part by (i) withholding from the Participant's salary or any other cash payment due to the Participant from the Company or a Related Corporation; (ii) withholding from the proceeds of the sale of Shares acquired under the Plan, either through a voluntary sale or a mandatory sale arranged by the Company; or (iii) any other method deemed acceptable by the Board. The Company shall not be required to issue any Shares under the Plan until such obligations are satisfied.

(c) The 423 Component is exempt from the application of Section 409A of the Code, and any ambiguities herein shall be interpreted to so be exempt from Section 409A of the Code. The Non-423 Component is intended to be exempt from the application of Section 409A of the Code under the short-term deferral exception and any ambiguities shall be construed and interpreted in accordance with such intent. In furtherance of the foregoing and notwithstanding any provision in the Plan to the contrary, if the Committee determines that an option granted under the Plan may be subject to Section 409A of the Code or that any provision in the Plan would cause an option under the Plan to be subject to Section 409A, the Committee may amend the terms of the Plan and/or of an outstanding option granted under the Plan, or take such other action the Committee determines is necessary or appropriate, in each case, without the participant's consent, to exempt any outstanding option or future option that may be granted under the Plan from or to allow any such options to comply with Section 409A of the Code, but only to the extent any such amendments or action by the Committee would not violate Section 409A of the Code. Notwithstanding the foregoing, the Company shall have no liability to a participant or any other party if the option under the Plan that is intended to be exempt from or compliant with Section 409A of the Code is not so exempt or compliant or for any action taken by the Committee with respect thereto.

14. EFFECTIVE DATE OF PLAN.

The Plan will become effective immediately prior to and contingent upon the IPO Date. No Purchase Rights will be exercised unless and until the Plan has been approved by the stockholders of the Company, which approval must be within 12 months before or after the date the Plan is adopted (or if required under Section 12(a) above, materially amended) by the Board.

15. MISCELLANEOUS PROVISIONS.

(a) Proceeds from the sale of Shares pursuant to Purchase Rights will constitute general funds of the Company.

(b) A Participant will not be deemed to be the holder of, or to have any of the rights of a holder with respect to, Shares subject to Purchase Rights unless and until the Participant's Shares acquired upon exercise of Purchase Rights are recorded in the books of the Company (or its transfer agent).

(c) The Plan and Offering do not constitute an employment contract. Nothing in the Plan or in the Offering will in any way alter the at will nature of a Participant's employment or amend a Participant's employment contract, if applicable, or be deemed to create in any way whatsoever any obligation on the part of any Participant to continue in the employ of the Company or a Related Corporation or an Affiliate, or on the part of the Company, a Related Corporation or an Affiliate to continue the employment of a Participant.

(d) The provisions of the Plan will be governed by the laws of the State of Delaware without resort to that state's conflicts of laws rules.

(e) If any particular provision of the Plan is found to be invalid or otherwise unenforceable, such provision will not affect the other provisions of the Plan, but the Plan will be construed in all respects as if such invalid provision were omitted.

(f) If any provision of the Plan does not comply with Applicable Law, such provision shall be construed in such a manner as to comply with Applicable Law.

16. DEFINITIONS.

As used in the Plan, the following definitions will apply to the capitalized terms indicated below:

(a) "**423 Component**" means the part of the Plan, which excludes the Non-423 Component, pursuant to which Purchase Rights that satisfy the requirements for an Employee Stock Purchase Plan may be granted to Eligible Employees.

(b) "**Affiliate**" means any entity, other than a Related Corporation, whether now or subsequently established, which is at the time of determination, a "parent" or "subsidiary" of the Company as such terms are defined in Rule 405 promulgated under the Securities Act. The Board may determine the time or times at which "parent" or "subsidiary" status is determined within the foregoing definition.

(c) "**Applicable Law**" means shall mean the Code and any applicable securities, federal, state, foreign, material local or municipal or other law, statute, constitution, principle of common law, resolution, ordinance, code, edict, decree, rule, listing rule, regulation, judicial decision, ruling or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Body (or under the authority of the NASDAQ Stock Market, the New York Stock Exchange or the Financial Industry Regulatory Authority).

(d) "**Board**" means the board of directors of the Company.

(e) "**Capitalization Adjustment**" means any change that is made in, or other events that occur with respect to, the Common Stock subject to the Plan or subject to any Purchase Right after the date the Plan is adopted by the Board without the receipt of consideration by the Company through merger, consolidation, reorganization, recapitalization, reincorporation, stock dividend, dividend in property other than cash, large nonrecurring cash dividend, stock split, liquidating dividend, combination of shares, exchange of shares, change in corporate structure or other similar equity restructuring transaction, as that term is used in Financial Accounting Standards Board Accounting Standards Codification Topic 718 (or any successor thereto). Notwithstanding the foregoing, the conversion of any convertible securities of the Company will not be treated as a Capitalization Adjustment.

(f) "**Code**" means the U.S. Internal Revenue Code of 1986, as amended, including any applicable regulations and guidance thereunder.

(g) “**Committee**” means a committee of one or more members of the Board to whom authority has been delegated by the Board in accordance with Section 2(c).

(h) “**Company**” means Lava Therapeutics N.V..

(i) “**Contributions**” means the payroll deductions and other additional payments specifically provided for in the Offering that a Participant contributes to fund the exercise of a Purchase Right. A Participant may make additional payments into his or her account if specifically provided for in the Offering, and then only if the Participant has not already had the maximum permitted amount withheld during the Offering through payroll deductions and, with respect to the 423 Component, to the extent permitted by Section 423 of the Code.

(j) “**Corporate Transaction**” means the consummation, in a single transaction or in a series of related transactions, of any one or more of the following events:

(i) a sale or other disposition of all or substantially all, as determined by the Board in its sole discretion, of the consolidated assets of the Company and its subsidiaries;

(ii) a sale or other disposition of more than 50% of the outstanding securities of the Company;

(iii) a merger, consolidation or similar transaction following which the Company is not the surviving corporation; or

(iv) a merger, consolidation or similar transaction following which the Company is the surviving corporation but the Shares outstanding immediately preceding the merger, consolidation or similar transaction are converted or exchanged by virtue of the merger, consolidation or similar transaction into other property, whether in the form of securities, cash or otherwise.

(k) “**Designated 423 Corporation**” means any Related Corporation selected by the Board to participate in the 423 Component.

(l) “**Designated Company**” means any Designated Non-423 Corporation or Designated 423 Corporation, provided, however, that at any given time, a Related Corporation participating in the 423 Component shall not be a Related Corporation participating in the Non-423 Component.

(m) “**Designated Non-423 Corporation**” means any Related Corporation or Affiliate selected by the Board to participate in the Non-423 Component.

(n) “**Director**” means a member of the Board.

(o) “**Eligible Employee**” means an Employee who meets the requirements set forth in the document(s) governing the Offering for eligibility to participate in the Offering, provided that such Employee also meets the requirements for eligibility to participate set forth in the Plan.

(p) “**Employee**” means any person, including an Officer or Director, who is “employed” for purposes of Section 423(b)(4) of the Code by the Company or a Related Corporation, or solely with respect to the Non-423 Component, an Affiliate. However, service solely as a Director, or payment of a fee for such services, will not cause a Director to be considered an “Employee” for purposes of the Plan.

(q) “**Employee Stock Purchase Plan**” means a plan that grants Purchase Rights intended to be options issued under an “employee stock purchase plan,” as that term is defined in Section 423(b) of the Code.

(r) “**Exchange Act**” means the U.S. Securities Exchange Act of 1934, as amended and the rules and regulations promulgated thereunder.

(s) “**Fair Market Value**” means, as of any date, the value of the Common Stock determined as follows:

(i) If the Common Stock is listed on any established stock exchange or traded on any established market, the Fair Market Value of a share of Common Stock will be the closing sales price for such stock as quoted on such exchange or market (or the exchange or market with the greatest volume of trading in the Common Stock) on the date of determination, as reported in such source as the Board deems reliable. Unless otherwise provided by the Board, if there is no closing sales price for the Common Stock on the date of determination, then the Fair Market Value will be the closing sales price on the last preceding date for which such quotation exists.

(ii) In the absence of such markets for the Common Stock, the Fair Market Value will be determined by the Board in good faith in compliance with Applicable Laws and regulations and, to the extent applicable as determined in the sole discretion of the Board, in a manner that complies with Sections 409A of the Code

(iii) Notwithstanding the foregoing, for any Offering that commences on the IPO Date, the Fair Market Value of the Shares on the Offering Date will be the price per share at which shares are first sold to the public in the Company’s initial public offering as specified in the final prospectus for that initial public offering.

(t) “**Governmental Body**” means any: (a) nation, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature; (b) federal, state, local, municipal, foreign or other government; (c) governmental or regulatory body, or quasi-governmental body of any nature (including any governmental division, department, administrative agency or bureau, commission, authority, instrumentality, official, ministry, fund, foundation, center, organization, unit, body or entity and any court or other tribunal, and for the avoidance of doubt, any tax authority) or other body exercising similar powers or authority; or (d) self-regulatory organization (including the NASDAQ Stock Market, the New York Stock Exchange and the Financial Industry Regulatory Authority).

(u) “**IPO Date**” means the date of the underwriting agreement between the Company and the underwriters managing the initial public offering of the Common Stock, pursuant to which the Common Stock is priced for the initial public offering.

(v) “**Non-423 Component**” means the part of the Plan, which excludes the 423 Component, pursuant to which Purchase Rights that are not intended to satisfy the requirements for an Employee Stock Purchase Plan may be granted to Eligible Employees.

(w) “**Offering**” means the grant to Eligible Employees of Purchase Rights, with the exercise of those Purchase Rights automatically occurring at the end of one or more Purchase Periods. The terms and conditions of an Offering will generally be set forth in the “**Offering Document**” approved by the Board for that Offering.

(x) “**Offering Date**” means a date selected by the Board for an Offering to commence.

- (y) “**Officer**” means a person who is an officer of the Company or a Related Corporation within the meaning of Section 16 of the Exchange Act.
- (z) “**Participant**” means an Eligible Employee who holds an outstanding Purchase Right.
- (aa) “**Plan**” means this Lava Therapeutics N.V. 2021 Employee Stock Purchase Plan, as amended from time to time, including both the 423 Component and the Non-423 Component.
- (bb) “**Purchase Date**” means one or more dates during an Offering selected by the Board on which Purchase Rights will be exercised and on which purchases of Shares will be carried out in accordance with such Offering.
- (cc) “**Purchase Period**” means a period of time specified within an Offering, generally beginning on the Offering Date or on the first Trading Day following a Purchase Date, and ending on a Purchase Date. An Offering may consist of one or more Purchase Periods.
- (dd) “**Purchase Right**” means an option to purchase Shares granted pursuant to the Plan.
- (ee) “**Related Corporation**” means any “parent corporation” or “subsidiary corporation” of the Company whether now or subsequently established, as those terms are defined in Sections 424(e) and (f), respectively, of the Code.
- (ff) “**Securities Act**” means the U.S. Securities Act of 1933, as amended.
- (gg) “**Share**” means a common share in the Company’s capital or, as applicable, a depository receipt (certificaat) issued for a common share in the Company’s capital.
- (hh) “**Tax-Related Items**” means any income tax, social insurance, payroll tax, fringe benefit tax, payment on account or other tax-related items arising out of or in relation to a Participant’s participation in the Plan, including, but not limited to, the exercise of a Purchase Right and the receipt of Shares or the sale or other disposition of Shares acquired under the Plan.
- (ii) “**Trading Day**” means any day on which the exchange(s) or market(s) on which Shares are listed, including but not limited to the New York Stock Exchange, Nasdaq Global Select Market, the Nasdaq Global Market, the Nasdaq Capital Market or any successors thereto, is open for trading.

CODE OF BUSINESS CONDUCT AND ETHICS

LAVA THERAPEUTICS N.V.

INTRODUCTION

Article 1

- 1.1** This document sets out the Company's code of business conduct and ethics, consisting of the principal business, ethical, moral and legal standards which the Company Group and all Employees and Officers are expected to observe.
- 1.2** This policy shall be posted on the Website.

DEFINITIONS AND INTERPRETATION

Article 2

- 2.1** In this policy the following definitions shall apply:

Accounting & Auditing Whistleblower Policy	The Company's accounting & auditing whistleblower policy.
Alleged Irregularity	An irregularity of a general, operational or financial nature which is detected, or is suspected on reasonable grounds, within the Company's organisation, including the imminent or actual: <ul style="list-style-type: none"> a. performance of criminal acts, such as fraud, bribery or corruption; b. violation of applicable laws and regulations; c. violation of ethical or professional standards, including the standards set out in this policy; d. endangerment of public health, safety or the environment; e. suppression, destruction, withholding or manipulation of information on the irregularity concerned.
Article	An article of this policy.
Board	The Company's board of directors.
CEO	The Company's chief executive officer.
Chairman	The chairman of the Board.

Company	LAVA Therapeutics N.V.
Company Group	The Company and its Subsidiaries collectively or, where the context so requires, any of them individually.
Compliance Officer	The Company's compliance officer.
Director	A member of the Board.
Employee	An employee of the Company Group.
Government Official	Any individual who: <ul style="list-style-type: none"> a. recently held, holds or can reasonably be expected to soon hold a legislative, political or judicial position of any kind, in each case regardless of rank; or b. is an employee or officer of an organisation or entity which is controlled, directly or indirectly, by a government or any constituency of a government.
Officer	A Director, a (managing) director or supervisory director of any Subsidiary, or any other officer of the Company Group who is not an Employee.
Subsidiary	A subsidiary of the Company within the meaning of Section 2:24a of the Dutch Civil Code.
Website	The Company's website.
Whistleblower	A person reporting an Alleged Irregularity as described in Article 17.

2.2 References to statutory provisions are to those provisions as they are in force from time to time.

2.3 Terms that are defined in the singular have a corresponding meaning in the plural.

2.4 Except as otherwise required by law, the terms "written" and "in writing" include the use of electronic means of communication.

GENERAL PRINCIPLES

Article 3

3.1 The Company Group is committed to conduct its business in accordance with the highest business, ethical, moral and legal standards, in good faith, with due care and in the best interests of the Company Group, its businesses and its stakeholders.

3.2 This policy is not intended to be exhaustive and cannot address every possible situation that may arise, but the Company Group and each Employee and Officer is expected to act at all times to uphold the letter and spirit of this policy, with honesty, integrity and fairness.

- 3.3** The Company Group shall comply with the laws and regulations of all applicable jurisdictions. Each Employee and Officer is expected to familiarise himself or herself with these laws and regulations, to the extent relevant and appropriate in relation to the performance of his activities for the Company Group.
- 3.4** Compliance with this policy is not only the responsibility of the Company Group, but also of each Employee and Officer, and each of them is expected to actively support the values and principles set out herein.
- 3.5** It is the responsibility of all Employees and Officers to regularly review and refresh their knowledge and understanding of this policy. Employees and Officers may be asked to sign a written acknowledgement of their understanding of, and agreement to abide by, this policy.
- 3.6** Failure to observe this policy may not only result in legal difficulties for the Company Group, but could also give rise to legal and/or disciplinary action against the Employee or Officer concerned, including dismissal. Depending on the nature of the non-compliance, failure to observe this policy may be reported to the appropriate authorities.
- 3.7** If an Employee or Officer has any questions concerning the application or interpretation of this policy, he or she should seek the advice of his direct supervisor, who may consult with the Company's legal department when appropriate.

FAIR DEALING, DISCRIMINATION AND HARASSMENT

Article 4

- 4.1** Employees and Officers are expected to deal fairly and respectfully with the Company Group's customers, suppliers, other business partners, competitors, and with each other.
- 4.2** The Company Group is committed to the principles of non-discrimination, respect for human rights and individual freedoms. Harassment, which includes unwanted sexual advances, subtle or overt pressure for sexual favours, badgering, innuendos and offensive propositions, are not tolerated.
- 4.3** Employees and Officers:
- a.** shall maintain a work environment where personal dignity of the individual is respected;
 - b.** shall not discriminate or harass on the basis of race, gender, culture, appearance, national origin, religious belief, sexual preference or on the basis of any other personal characteristics;
 - c.** shall not engage in coercion or intimidation in the workplace; and

- d. shall not knowingly work with companies or organisations that use forced or child labour.

WORKPLACE HEALTH AND SAFETY

Article 5

- 5.1 The Company Group is committed to protect and promote the health, safety and security of its Employees and Officers.
- 5.2 Without prejudice to any requirements under applicable laws and regulations, Employees and Officers shall endeavour to participate in health and safety training activities to the extent relevant and appropriate in relation to the performance of their activities for the Company Group.
- 5.3 If an Employee or Officer becomes aware of a health or safety incident, or reasonably suspects a health and safety risk, he or she shall report this promptly to his direct supervisor, who shall consult with the appropriate level of management.
- 5.4 It is forbidden to illegally possess or consume drugs while working on Company Group premises or otherwise conducting Company Group business. Employees and Officers may not be impaired by drugs or alcohol at work.

ENVIRONMENT

Article 6

- 6.1 The Company Group is committed to protect the environment by preventing and minimising, to the extent possible and practicable, the environmental impact of its activities and products through appropriate design, manufacturing, distribution and disposal practices.
- 6.2 The Company Group also expects all Employees and Officers to take individual responsibility in protecting the environment while performing their activities for the Company Group.
- 6.3 If an Employee or Officer becomes aware of, or reasonably suspects, any violation of environmental law, or the taking of any action that is aimed at concealing such a violation, he or she shall promptly report the matter to his direct supervisor, who shall consult with the appropriate level of management and/or, if required, the Company's legal department. If such direct supervisor is the culprit (or alleged culprit) of the violation or concealment concerned, the Employee or Officer may report the matter directly to the appropriate level of management.

COMPETITION AND ANTITRUST MATTERS

Article 7

- 7.1 Many jurisdictions have competition and antitrust laws and regulations which are designed to ensure that competition is fair and honest. Such laws and regulations typically prohibit agreements and actions among competitors that affect competitive conditions of trade and other practices that restrict fair and honest competition.
- 7.2 To support fair and honest competition, Employees and Officers:
- a. shall not knowingly enter into an agreement or tacit understanding with competitors of the Company Group which would illegally restrict fair and honest competition;
 - b. shall practice great reticence when discussing competitive issues relating to the Company Group's businesses (including the Company Group's strategies and the identity of its customers, suppliers and other business partners), except to the extent that such information is publicly available other than through improper disclosure;
 - c. shall limit communications, when participating in joint ventures and industry associations involving competitors, to communications required for conducting business;
 - d. shall not knowingly use market power or market information in a way that may restrict fair and honest competition; and
 - e. shall not engage in unfair or deceptive acts or practices.

BRIBERY AND MONEY LAUNDERING

Article 8

- 8.1 Employees and Officers shall not participate in any form of illegal bribery or money laundering.
- 8.2 Employees and Officers are expected not to offer, promise, give or accept any item with economic value (including financial and non-financial advantages, promotional premiums and discounts, gifts, travel, meals, entertainment, favours or services) to or from any individual outside the Company Group, including in particular any Government Official or any family member of a Government Official, with the intention of illegally influencing such individual such that the Employee or Officer concerned may obtain or retain a personal opportunity or advantage or a business opportunity or advantage for the Company Group. Employees and Officers should also be aware of, and abide by, the provisions of the Company's anti-corruption policy.

RECORD KEEPING AND PUBLIC DISCLOSURES

Article 9

- 9.1 Employees and Officers shall ensure that all books, records and data carriers of the Company Group are retained, presented and disposed of in accordance with applicable laws and regulations. Employees and Officers shall never falsify, alter, destroy or conceal any such books, records or data carriers in order to impair the integrity or availability thereof in an illegal manner.

- 9.2** Financial transactions carried out by the Company Group shall be recorded properly, accurately and fairly, in the correct accounts and within the relevant accounting period, all with due observance of applicable laws, regulations and accounting policies.
- 9.3** The Company is committed to providing its shareholders with information about its financial condition and results of operations as required by the United States and all other relevant jurisdictions. It is the Company's policy that the reports and documents it files with or submits to the SEC, and the earnings releases and similar public communications made by the Company, include fair, timely, understandable, full and accurate disclosures. Employees and Officers who are responsible for these filings and disclosures, including the Company's principal executive, financial and accounting officers, must use reasonable judgment and perform their responsibilities honestly, ethically and objectively in order to ensure that this disclosure policy is fulfilled. The Company's senior management is primarily responsible for monitoring the Company's public disclosures.

CONFIDENTIAL INFORMATION

Article 10

- 10.1** Confidential information relating to the Company Group shall not be used for personal gain or for purposes other than performing activities for the Company Group as an Employee or Officer.
- 10.2** To protect confidential information relating to the Company Group, Employees and Officers:
- a.** shall not discuss confidential information in places where it is likely to be overheard by someone outside the Company Group;
 - b.** shall strictly limit conversations involving confidential information to business settings;
 - c.** shall not disclose or use confidential information for personal gain;
 - d.** shall not leave papers or other data carriers containing confidential information in public places or in places where such information might be read or discovered by someone outside the Company Group; and
 - e.** shall exert their best efforts to avoid inadvertent disclosure of confidential information.
- 10.3** Employees and Officers shall promptly inform the Company's legal department upon becoming aware that confidential information relating to the Company Group has been wrongly obtained by someone outside the Company Group, or if such information has been misplaced, mishandled or improperly disclosed.

- 10.4** For purposes of this Article 10, “confidential information” includes non-public information that, if improperly disclosed, could be useful to competitors of and/or harmful to the Company Group, its business partners, suppliers, clients or other stakeholders, or that is material to a reasonable investor’s decision to buy or sell the Company’s securities or securities of its business partners. For example, non-public information relating to the Company Group which includes or describes earnings, forecasts, business plans and strategies, significant restructurings, potential acquisitions, licensing agreement terms, formulas, pricing, patient data, client or sales information, research, new product development, undisclosed marketing and promotional activity, intellectual property development, significant management changes, auditor reports, and events regarding the Company’s securities would generally all qualify as “confidential information”.

COMPANY GROUP PROPERTY AND RESOURCES

Article 11

- 11.1** Employees and Officers shall take appropriate measures to ensure the efficient and legitimate use of property and resources of the Company Group.
- 11.2** Employees and Officers shall promptly report to their direct supervisor any misuse of Company Group property or resources.
- 11.3** Without proper authorisation from their direct supervisor, Employees and Officers shall not:
- a.** obtain, use or divert property or resources of the Company Group for personal gain; or
 - b.** materially alter, remove or destroy property or resources of the Company Group or use services provided by the Company Group, except in the ordinary course of performing activities for the Company Group.
- 11.4** Company Group property also includes intangible assets such as intellectual property. Company Group intellectual property may also include Employee and Officer work product. Employees and Officers should promptly disclose any invention related to the Company Group’s business, so that it may receive the same protection as other intellectual property of the Company Group.

COMPUTER, E-MAIL AND INTERNET USAGE

Article 12

- 12.1** Computers, laptops, handheld devices, e-mail and internet access are provided by the Company Group primarily for business use. All Employees and Officers should use the same care, caution and etiquette in sending an e-mail (or when making use of other electronic means of communication) as they would in corresponding in paper form.

- 12.2 Employees and Officers shall not download any data at work that is unprofessional or inappropriate for use or viewing in a business context.
- 12.3 An Employee or Officer shall promptly report to his direct supervisor any situation in which data relating to the Company Group has been compromised or when such Employee or Officer suspects or becomes aware of any breach of data relating to the Company Group, including the loss or theft of a computer, laptop or handheld device.
- 12.4 Employees and Officers should always secure their computers and laptops provided by the Company Group with a strong password which is regularly changed. Employees and Officers are strongly discouraged to write down these passwords and should not, under any circumstance, give their password to others (including to other Employees or Officers). At work, screens of computers and laptops must be locked when an Employee or Officer leaves his desk.

CORPORATE OPPORTUNITIES

Article 13

- 13.1 Employees and Officers are expected to advance the Company Group's legitimate business interests.
- 13.2 An Employee or Officer shall not:
- a. enter into competition with the Company Group;
 - b. provide unjustified advantages to third parties to the detriment of the Company Group; or
 - c. take advantage of business opportunities available to the Company Group for himself or herself or for his or her spouse, registered partner or other life companion, foster child or any relative by blood or marriage up to the second degree.
- 13.3 If an Employee or Officer discovers, or is presented with, a business opportunity through the use of property or resources of the Company Group, or because of his position with the Company Group, he or she shall first disclose the terms and conditions of such business opportunity to his direct supervisor, who shall consult with the appropriate level of management to determine whether the Company Group wishes to pursue the business opportunity concerned.
- 13.4 If the decision is made not to pursue a business opportunity as referred to in Article 13.3 for the benefit of the Company Group, Employees and Officers may, upon review and approval by their direct supervisor, pursue such business opportunity substantially on the original terms and conditions presented to the Company Group.

- 13.5** The Company agrees and acknowledges that certain of members of its Board (the “**Fund Directors**” and each a “**Fund Director**”) are affiliated with professional investment funds or are engaged in, conduct or facilitate a comprehensive program of venture capital (including the development and creation of early-stage companies) and growth investing and therefore review the business plans and related proprietary information of many enterprises, and invest in numerous enterprises, including enterprises that may have products or services that compete directly or indirectly with those of the Company. The Company hereby agrees that:
- a.** to the fullest extent permitted under applicable law, no Fund Director shall be liable to the Company for any claim arising out of, or based upon:
 - i.** the investment by such Fund Director or any affiliate of such Fund Director in any entity competitive with the Company; or
 - ii.** actions taken by any partner, officer or other representative of such Fund Director or any affiliate of such Fund Director to assist any such competitive company, whether or not such action was taken as a member of the board of directors of such competitive company or otherwise, and whether or not such action has a detrimental effect on the Company; and
 - b.** nothing in any agreement between the Company or its affiliates and any Fund Director or its affiliates shall preclude or in any way restrict the Fund Directors or their affiliates from investing, entering into strategic partnerships and business relationships, developing, or creating or invest in any company, and mentor, advise and otherwise interact with (including by providing individuals to serve on the boards of) or participating in any particular company or enterprise, whether or not such company or enterprise has products or services that compete with those of the Company.

For the avoidance of doubt, it is not the intention of the Company that this 13.5 limits, impairs or inhibits the Fund Directors and their affiliates from carrying on the activities mentioned above in good faith, including entering into strategic partnerships or business relationships with and/or investing in entities (including the development and creation of early-stage companies) that might result in competitive relationships and/or offer technologies or services competitive with or similar to the Company.

- 13.6** The Company renounces, to the fullest extent permitted by law, any interest or expectancy of the Company in, or in being offered an opportunity to participate in, any matter, transaction or interest that is presented to, or acquired, created or developed by, or which otherwise comes into the possession of any Fund Director or their affiliates, unless such opportunity was expressly offered to such person solely in his capacity as a Director, and agrees that it shall not take any action, or adopt any resolution, inconsistent with the foregoing.

GOVERNMENT RELATIONS AND POLITICAL AFFAIRS**Article 14**

- 14.1** When dealing with the government or Government Officials in performing activities for the Company Group, Employees and Officers shall conduct themselves according to the highest business, ethical, moral and legal standards. Employees and Officers should also be aware of, and abide by, the provisions of the Company's anti-corruption policy.
- 14.2** Without prejudice to Article 14.3, the Company Group shall practice great reticence when considering to make contributions to political parties or candidates at any level of government, regardless of local laws and regulations.
- 14.3** From time to time, issues of significant importance to the financial and business well-being of the Company Group may arise in a political context. The Company Group may participate in such political processes in order to advance its legitimate business interests, including through lobbying, publication of its views in the media and supporting interested organisations.

INTERNATIONAL BUSINESS PRACTICES**Article 15**

- 15.1** The Company Group:
- a.** shall not expand its business into a new foreign country without discussing it with the appropriate level of management and, if required, the Company's legal department;
 - b.** shall be particularly sensitive to dealings with countries that are involved in conflicts or subject to international sanctions;
 - c.** when involved in exports, shall observe all laws, regulations and international trade agreements that govern the shipment of the Company Group's products and services to the importing country and vice versa; and
 - d.** shall consult with the Company's legal department when appropriate for specific guidelines for conducting international business.
- 15.2** Employees and Officers shall apply the Company Group's business, ethical, moral and legal standards when conducting business in foreign countries, even if culture or common practice might indicate that contradicting or lesser standards of conduct are acceptable.

MEDIA AND OTHER COMMUNICATIONS

Article 16

- 16.1** The Company Group will disclose information to the public only through specific channels. Unless an Employee or Officer has received proper authorisation to speak on behalf of the Company Group by the appropriate level of management, an Employee or Officer should decline to comment in response to any media requesting information about matters relating to the Company Group, regardless of whether the request is made off the record, for background, or confidentially.
- 16.2** Employees and Officers are expected to conduct themselves in a manner that reflects positively on the Company Group. When expressing personal views in any media, including television, radio, chat rooms, forums, social media platforms and other electronic media, it should be clear that such statements are personal and do not represent the Company Group's point of view.

WHISTLEBLOWERS POLICY

Article 17

- 17.1** Current and former Employees and Officers may report Alleged Irregularities to the Compliance Officer.
- 17.2** Alleged Irregularities concerning the functioning of:
- a.** the Compliance Officer may be reported to any Director;
 - b.** a Director who is not the Chairman may be reported to the Chairman; and
 - c.** the Chairman may be reported to the CEO.
- 17.3** Alleged Irregularities shall be reported in writing or in person. Anyone reporting an Alleged Irregularity should provide as much relevant and concrete information as possible in order for the Alleged Irregularity to be investigated properly. Each reported Alleged Irregularity shall be treated seriously.
- 17.4** Each Whistleblower has the right, and shall be given the opportunity by the Company Group, to consult with an independent confidential counsellor concerning the Alleged Irregularity reported by such Whistleblower. Such counsellor shall be designated by the Compliance Officer.
- 17.5** To the extent that the Dutch Act on the Whistleblowers' Institute (*Wet Huis voor Klokkenuiders*) is applicable in relation to the Company Group, a Whistleblower may also turn to the Whistleblowers' Institute (*Huis voor klokkenuiders*), subject to and in accordance with the provisions of such Act, in order to report an Alleged Irregularity.
- 17.6** The Company Group shall treat and safeguard as private and confidential the identity of each Whistleblower, as well as any Alleged Irregularity reported by such Whistleblower. Such information shall not be disclosed by the Company Group, unless:
- a.** with the consent of the Whistleblower concerned;

- b. this is required under applicable laws or regulations, Stock Exchange requirements and/or by any competent authority; or
 - c. it concerns a disclosure to the professional advisors of the Company Group or of the Whistleblower concerned, subject to a duty of confidentiality and only to the extent necessary for any lawful purpose.
- 17.7 The Company Group shall not take disciplinary action or other adverse employment action against a Whistleblower in retaliation for properly reporting Alleged Irregularities in good faith, or for providing truthful information in good faith in connection with any investigation, inquiry, hearing or legal proceedings involving Alleged Irregularities. However, a Whistleblower who knowingly reports Alleged Irregularities in a manner which is not truthful and in good faith, or does so in a reckless or frivolous manner, may be subject to legal and/or disciplinary action, including dismissal.
- 17.8 Nothing contained in this code of business conduct and ethics limits or otherwise prohibits any Employee or Officer from communicating with, filing a charge or complaint, or otherwise participating in any investigation or proceeding with any federal, state or local governmental agency or commission, including providing documents or other information to such institution, without notice to the Company.
- 17.9 Any Alleged Irregularities concerning accounting and auditing matters shall be governed by the Accounting & Auditing Whistleblower Policy.

INSIDER TRADING

Article 18

The applicable restrictions and prohibitions on market abuse, including concerning the unlawful use and disclosure of inside information, tipping and market manipulation, are specific and complex. Employees and Officers should refer to the Company's insider trading policy, which contains detailed rules on the possession of, and conducting and effecting transactions in, the Company's shares and certain other financial instruments.

DISPENSATION

Article 19

- 19.1 At the request of an Employee or Officer, the Compliance Officer may grant a dispensation from certain provisions of this policy, but only in exceptional circumstances, after consultation with the appropriate level of management and the Company's legal department, and provided that no dispensation can be granted for matters which follow from mandatory provisions of applicable laws and regulations.
- 19.2 When considering a request for dispensation, the Compliance Officer shall practice great reticence if the matter concerned has the potential of damaging or violating the spirit of the Company Group's business, ethical, moral and legal standards as set out in this policy.

- 19.3** A request for dispensation shall be made in writing and shall be supported by reasons. Any dispensation granted by the Compliance Officer shall be granted in writing and shall be signed by the Compliance Officer and at least one Director. Any dispensation granted, if required, shall be publicly disclosed by the Company in accordance with applicable law and stock exchange requirements.
- 19.4** If and when a dispensation is granted for a specific matter, this does not automatically entitle other Employees or Officers to receive dispensation for that same matter, or for similar matters. Any Employee or Officer who receives a dispensation, shall not automatically be entitled to any renewal, revision or extension of such dispensation.

AMENDMENTS AND DEVIATIONS

Article 20

Pursuant to a resolution to that effect, the Board may amend or supplement this policy and, without prejudice to Article 19, allow waivers or temporary deviations from this policy, subject to ongoing compliance with applicable law and stock exchange requirements. Any such waiver or deviation shall promptly be disclosed to the Company's shareholders in accordance with applicable U.S. securities laws and/or the rules and regulations of the securities exchange on which the Company's securities are then traded.

MONITORING COMPLIANCE AND DISCIPLINARY ACTION

Article 21

- 21.1** The Company's management, under the supervision of the Board or a duly authorized committee thereof or, in the case of accounting, internal accounting controls, auditing or securities law matters, the Audit Committee, shall take reasonable steps from time to time to (i) monitor compliance with this policy, (ii) when appropriate, impose and enforce appropriate disciplinary measures for violations of this policy, and (iii) when appropriate, report violators to the appropriate authorities.
- 21.2** Disciplinary measures for violations of this policy will be determined in the Board's sole discretion and may include, but are not limited to, counselling, oral or written reprimands, warnings, probation or suspension with or without pay, demotions, reductions in salary, termination of employment or service, and restitution. Violations will be determined by a fair process, and any accused violator will be given an opportunity to present his version of the events at issue prior to any determination of appropriate discipline.
- 21.3** The Company's management shall periodically report to the Board or a duly authorized committee thereof on these compliance efforts including, without limitation, periodic reporting of alleged violations of this policy and the actions taken with respect thereto.

CODE OF ETHICS FOR THE CEO AND SENIOR FINANCIAL OFFICERS**Article 22**

The CEO and all senior financial officers, including the Company's chief financial officer, the director of finance, any controller and persons performing similar functions shall:

- a.** engage in and promote honest and ethical conduct, including the ethical handling of actual or apparent conflicts of interest between personal and professional relationships;
- b.** avoid conflicts of interest and disclose to the chairman of the Audit Committee any material transaction or relationship that reasonably could be expected to give rise to such a conflict;
- c.** take all reasonable measures to protect the confidentiality of non-public information about the Company and its customers obtained or created in connection with their activities and prevent the unauthorized disclosure of such information unless required by applicable law or regulation or legal or regulatory process;
- d.** take all reasonable measures to achieve responsible use of and control over the Company's assets and resources;
- e.** promote full, fair, accurate, timely and understandable disclosure in all material respects in reports and documents that the Company files with, or submits to, the SEC and other regulatory authorities and in other public communications made by the Company in accordance with the following guidelines:
 - i.** all accounting records, and the reports produced from such records, must be in accordance with all applicable laws;
 - ii.** all accounting records must fairly and accurately reflect the transactions or occurrences to which they relate;
 - iii.** all accounting records must fairly and accurately reflect in reasonable detail in accordance with generally accepted accounting principles the Company's assets, liabilities, revenues and expenses;
 - iv.** all accounting records must not contain any materially false or intentionally misleading entries;
 - v.** no transactions should be intentionally misclassified as to accounts, departments or accounting periods; and
 - vi.** all transactions must be supported by accurate documentation in reasonable detail and in all material respects to be recorded in the proper account and in the proper accounting period;
- f.** no information should be concealed from the Company's auditors; and compliance with the Company's system of internal controls is required;
- g.** comply with all governmental laws, rules and regulations applicable to the Company's business, including taking necessary steps to avoid and, where possible, prevent any violations of the securities laws; and

- h.** promptly report to the chairman of the Audit Committee (or, if the chairman is unavailable, to all other members of the Audit Committee) any fraud, whether or not material, involving management or other employees of the Company who have a significant role in the Company's disclosures or internal controls over financial reporting and promptly report any possible violation of this Article 22 to the chairman of the Audit Committee.

GOVERNING LAW AND JURISDICTION

Article 23

This policy shall be governed by and shall be construed in accordance with the laws of the Netherlands. Any dispute arising in connection with this policy shall be submitted to the exclusive jurisdiction of the competent court in Amsterdam, the Netherlands.

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the use in this Registration Statement on Form F-1 of LAVA Therapeutics B.V. of our report dated March 2, 2021, except for the effects of the share splits discussed in Note 22 to the consolidated financial statements, as to which the date is March 18, 2021, relating to the financial statements of LAVA Therapeutics B.V., which appears in this Registration Statement. We also consent to the reference to us under the heading “Experts” in such Registration Statement.

/s/ R.M.N. Admiraal RA

PricewaterhouseCoopers Accountants N.V.
Eindhoven, the Netherlands
March 18, 2021

Consent of Director Nominee

Pursuant to Rule 438 promulgated under the Securities Act of 1933, as amended, in connection with the registration statement on Form S-1 (the “*Registration Statement*”) of LAVA Therapeutics, B.V. (the “*Company*”), the undersigned hereby consents to being named as an individual to become a director of the Company in the Registration Statement and any and all amendments and supplements thereto and to the filing of this consent with such Registration Statement and any and all amendments thereto.

/s/ Karen J. Wilson

Name: Karen J. Wilson

Date: March 18, 2021