

uniQure N.V.

COMPENSATION CLAWBACK POLICY

Effective December 8, 2021

uniQure N.V., a Dutch corporation (the "Company"), has adopted a Compensation Clawback Policy (this "Policy") as described below.

A. Compensation Clawback Due to Accounting Restatement

1. In the event the Company is required to prepare an accounting restatement after the adoption of this Policy due to material noncompliance of the Company with any financial reporting requirement under the United States federal securities laws, the Company's board of directors (the "Board") will take, in its discretion, such action as it deems necessary to recover from its Executive Officers who received incentive-based compensation, based on performance in a year for which the Company is required to prepare restated financial statements, that is granted, earned or vested based, in whole or in part, upon the attainment of a Financial Reporting Measure, including, but not limited to, options to purchase ordinary shares, restricted stock units, and performance share units, awarded as compensation ("Incentive-Based Compensation") from the Company during the 3-year period preceding the date on which the Company is required to prepare an accounting restatement based on the erroneous data, the excess of what would have been paid to the Executive Officer under the accounting restatement as determined by the Board in its sole discretion. For purposes of this Policy, an "Executive Officer" means any of the Company's officers who are required, or who have been required during the immediately preceding three calendar years, to file reports pursuant to Section 16 of the Securities Exchange Act of 1934 as well as the Company's Chief Legal Officer (or General Counsel); and "Financial Reporting Measures" means measures that are determined and presented in accordance with the accounting principles used in preparing the Company's financial statements, any measures that are derived wholly or in part from such measures, and share price and total shareholder return.
2. In addition to (and without limiting) the provisions of paragraph 1 above, in the event the Company is required to prepare an accounting restatement after the adoption of this Policy due to material noncompliance of the Company with any financial reporting requirement under the United States federal securities laws, the Company will take, in its discretion, such action as it deems necessary to recover from any current or former employee of the Company who is not an Executive Officer but who is described by the following sentence and who received Incentive-Based Compensation from the Company during the 3-year period preceding the date on which the Company is required to prepare an accounting restatement (each a "Participating Employee" and, together with the Executive Officer, the "Covered Person"), based on the erroneous data, the excess of what would have been paid to the Participating Employee under the accounting restatement as determined by the Board in its sole discretion. This paragraph 2 will apply to any current or former employee who the Board, in its sole discretion, determines committed any act or omission that contributed to the circumstances requiring the restatement and which involved any of the following: (i) willful misconduct or wrongdoing or a willful violation of any of the Company's rules or of any applicable legal or regulatory requirements in the course of the Participating Employee's employment by, or otherwise in connection with, the Company; (ii) a breach of a fiduciary duty to the Company or its shareholders by the Participating Employee; or (iii) fraud in the course of the Participating Employee's employment by, or otherwise in connection with, the Company.
3. Notwithstanding anything to the contrary contained herein, to the extent that, pursuant to this Policy, the Company is entitled to recover any Incentive-Based Compensation that is granted to an Executive Officer or a Participating Employee, such amounts shall be recovered net of any withholdings or taxes paid by or on behalf of the Executive Officer or Participating Employee.
4. This policy shall apply to Incentive-Based Compensation that has been granted by the Company to an Executive Officer or Participating Employee or is granted to an Executive Officer or a Participating Employee after the adoption of this policy (or, if later, the date on which such person becomes an

Executive Officer or Participating Employee, as applicable). This policy shall be interpreted in a manner that is consistent with any applicable rules or regulations adopted by the U.S. Securities and Exchange Commission and Nasdaq pursuant to Section 10D of the Securities Exchange Act of 1934, as amended (the “Applicable Rules”), and any other applicable law and shall otherwise be interpreted (including in the determination of amounts recoverable) in the business judgment of the Board. To the extent the Applicable Rules require recovery of Incentive-Based Compensation in additional circumstances besides those specified above, nothing in this policy shall be deemed to limit or restrict the right or obligation of the Company to recover Incentive-Based Compensation to the fullest extent required by the Applicable Rules. This policy shall be deemed to be automatically amended, as of the date the Applicable Rules become effective with respect to the Company, to the extent required for this policy to comply with the Applicable Rules.

B. Compensation Clawback Due to Detrimental Conduct

1. If the Board determines that a Covered Person has engaged in Detrimental Conduct, as defined below, all or a portion of any Incentive Compensation, as defined below, that has been granted or paid by the Company to a Covered Person or is granted or paid to a Covered Person after the adoption of this policy may be subject to clawback as determined by the Board to the extent such compensation was granted or paid during the 1-year period preceding the date of such Detrimental Conduct or any time thereafter.

“Detrimental Conduct” means:

- a) Failure by a Covered Person to comply with the Company’s policies and procedures, including the Code of Business Conduct and Ethics and human resource policies;
- b) The violation of any law or regulation by a Covered Person; or
- c) Engaging in willful misconduct (including, but not limited to, bribery or other illegal acts) or fraud by a Covered Person;

provided, that, in the case of each of the foregoing, the Board reasonably determines that the conduct has resulted, or is likely to result, in a material adverse impact on the Company’s financial results, operations or reputation.

“Incentive Compensation” means any compensation of a Covered Person, (a) excluding base salary or perquisites constituting reimbursement for actual expenses (e.g., payments for relocation expenses), and (b) including (i) all equity compensation granted, earned, or vested; and (ii) all bonuses and other cash incentive compensation, in either case, the amount, payment and/or vesting of which may, but need not, be based, wholly or in part on the attainment of any performance measures.

C. Administration; Indemnification

1. This Policy shall be administered by the Board. All references in this Policy to the “Board” shall mean the Company’s Board of Directors or any duly established committee thereof. The Board has the sole authority to construe, interpret and implement this Policy, and to make any determination necessary or advisable in administering this Policy. Any determinations of the Board under this Policy shall be conclusive and binding on the Company and the applicable Covered Person. The determinations of the Board need not be uniform with respect to each Covered Person.
2. The amount of Incentive-Based Compensation or Incentive Compensation required to be returned, repaid, or forfeited shall be the amount by which the Executive Officer’s or Covered Person’s original Incentive-Based Compensation or Incentive Compensation for the relevant period exceeded all Incentive-Based Compensation or Incentive Compensation calculated on the restated results as determined by the Board in its sole discretion; determined on an after-tax basis assuming that the Executive Officer or Covered Person was taxable at the highest federal, state and local marginal income tax rates.

3. The Company shall not indemnify any Covered Person against the loss of previously awarded Incentive-Based Compensation or Incentive Compensation under this Policy.