

---

---

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

---

**FORM F-1  
REGISTRATION STATEMENT**  
*UNDER  
THE SECURITIES ACT OF 1933*

---

**NewAmsterdam Pharma Company N.V.**

(Exact Name of Registrant as Specified in Its Charter)

**The Netherlands**  
(State or other jurisdiction of  
incorporation or organization)

**2834**  
(Primary Standard Industrial  
Classification Code Number)

**Not Applicable**  
(IRS Employer  
Identification Number)

**Gooimeer 2-35  
1411 DC Naarden  
The Netherlands  
Tel: +31 (0) 35 206 2971**

(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

---

**NewAmsterdam Pharma Corporation  
20803 Biscayne Blvd, Suite #105  
Aventura, FL 33180  
Tel: +31 (0) 35 206 2971**

(Name, address, including zip code, and telephone number, including area code, of agent for service)

---

*Copies of all communications, including communications  
sent to agent for service, should be sent to:*

**Brian K. Rosenzweig  
Kerry S. Burke  
Covington & Burling LLP  
The New York Times Building  
620 Eighth Avenue  
New York, NY 10018  
Tel: (212) 841-1000**

**Approximate date of commencement of proposed sale to the public:** As soon as practicable after this registration statement becomes effective.

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

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<sup>†</sup> provided pursuant to Section 7(a)(2)(B) of the Securities Act.

<sup>†</sup> The term "new or revised financial accounting standard" refers to any update issued by the Financial Accounting Standards Board to its Accounting Standards Codification after April 5, 2012.

---

**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, as amended, or until the registration statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.**

---

---

**The information in this preliminary prospectus is not complete and may be changed. Neither we nor the selling securityholders may sell or distribute the securities described herein 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 it is not soliciting an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.**

**SUBJECT TO COMPLETION, DATED DECEMBER 20, 2022**

PRELIMINARY PROSPECTUS

# **NewAmsterdam Pharma Company N.V.**

**78,829,187 Ordinary Shares**

**167,000 Private Placement Warrants to Purchase Ordinary Shares**

This prospectus relates to the issuance by us of up to 1,736,545 Ordinary Shares underlying options issued pursuant to our Rollover Option Plan (such options, the “Rollover Options,” and such plan, the “Rollover Plan”).

This prospectus also relates to the offer and sale, from time to time, by the selling securityholders identified in this prospectus (each, a “Selling Securityholder” and collectively, the “Selling Securityholders”), or their permitted transferees of up to 77,092,642 Ordinary Shares, which consists of (i) up to 23,460,000 Ordinary Shares issued on November 22, 2022 in a private placement pursuant to subscription agreements, dated July 25, 2022 (the “PIPE Shares”), (ii) up to 48,865,642 Ordinary Shares, required to be registered pursuant to the certain Investor Rights Agreement, dated November 22, 2022 (the “Investor Rights Agreement”), by and among us and certain of the Selling Securityholders (including the Ordinary Shares issued to Saga Investments Coöperatief U.A. (“Amgen”) and Mitsubishi Tanabe Pharma Corporation (“MTPC”) pursuant to the 2020 Profit Rights (as defined below)) (the “IRA Shares”), (iii) up to 167,000 Ordinary Shares that are issuable upon the exercise of private placement warrants (the “Private Placement Warrants”) originally issued in a private placement to Frazier Lifesciences Sponsor LLC (the “Sponsor”) in connection with the initial public offering of Frazier Lifesciences Acquisition Corporation (“FLAC”) and (iv) up to 4,600,000 Ordinary Shares that are issuable upon the exercise of public warrants (the “Public Warrants,” and together with the Private Placement Warrants, the “Warrants”). This prospectus also relates to the offer and sale, from time to time, by the Selling Securityholders of up to 167,000 Private Placement Warrants. This prospectus also covers any additional securities that may become issuable by reason of share splits, share dividends or other similar transactions.

This prospectus provides you with a general description of such securities and the general manner in which we and the Selling Securityholders may offer or sell the securities. More specific terms of any securities that we and the Selling Securityholders may offer or sell may be provided in a prospectus supplement that describes, among other things, the specific amounts and prices of the securities being offered and the terms of the offering. The prospectus supplement may also add, update or change information contained in this prospectus.

We will not receive any proceeds from the sale of Ordinary Shares or Warrants by the Selling Securityholders pursuant to this prospectus. We will, however, receive the net proceeds for any Warrants or Rollover Options that are exercised for cash, if any. We will pay the expenses, other than underwriting discounts and commissions, associated with the sale of securities pursuant to this prospectus, as described in the section titled “*Plan of Distribution*.”

We are registering the offer and sale of the securities described above to, among other things, satisfy certain registration rights we have granted and to register the issuance of Ordinary Shares underlying Rollover Options issued to certain parties. Our registration of the securities covered by this prospectus does not mean that we or the Selling Securityholders will offer or sell any of the securities. The Selling Securityholders may offer all or part of the securities for resale from time to time through public or private transactions, at either prevailing market prices or at privately negotiated prices. These securities are being registered to permit us to sell and the Selling Securityholders to sell securities from time to time, in amounts, at prices and on terms determined at the time of offering. The Selling Securityholders may sell these securities through ordinary brokerage transactions, directly to market makers of our shares or through any other means described in the section titled “*Plan of Distribution*.” In connection with any sales of Ordinary Shares offered hereunder, the Selling Securityholders, any underwriters, agents, brokers or dealers participating in such sales may be deemed to be “underwriters” within the meaning of the Securities Act of 1933, as amended (the “Securities Act”).

We may amend or supplement this prospectus from time to time by filing amendments or supplements as required. You should read this entire prospectus and any amendments or supplements carefully before you make your investment decision.

Our Ordinary Shares and Public Warrants are traded on the Nasdaq Capital Market (“Nasdaq”) under the symbols “NAMS” and “NAMS.W,” respectively. On December 16, 2022, the closing price of our Ordinary Shares on Nasdaq was \$10.50 per share, and the closing price of our Public Warrants, was \$0.90 per share.

We are an “emerging growth company” and a “foreign private issuer” as those terms are defined under the federal securities laws and, as such, are subject to certain reduced public company reporting requirements for this prospectus and for future filings. See “*Prospectus Summary—Implications of Being an Emerging Growth Company and a Foreign Private Issuer*.”

**Investing in our securities involves a high degree of risk. See “[Risk Factors](#)” beginning on page 21 and in any applicable prospectus supplement.**

**Neither the Securities and Exchange Commission (the “SEC”) nor any other regulatory body or state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.**

Prospectus dated \_\_\_\_\_, 2022

**TABLE OF CONTENTS**

<a href="#">ABOUT THIS PROSPECTUS</a>	1
<a href="#">CONVENTIONS WHICH APPLY TO THIS PROSPECTUS</a>	2
<a href="#">IMPORTANT INFORMATION ABOUT U.S. GAAP AND IFRS</a>	2
<a href="#">SERVICE MARKS AND TRADE NAMES</a>	2
<a href="#">SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS</a>	3
<a href="#">PROSPECTUS SUMMARY</a>	5
<a href="#">THE OFFERING</a>	10
<a href="#">SELECTED CONSOLIDATED HISTORICAL AND OTHER FINANCIAL INFORMATION</a>	13
<a href="#">SELECTED UNAUDITED PRO FORMA CONDENSED FINANCIAL INFORMATION</a>	15
<a href="#">RISK FACTORS</a>	21
<a href="#">USE OF PROCEEDS</a>	86
<a href="#">DIVIDEND POLICY AND MARKET PRICE OF OUR SECURITIES</a>	87
<a href="#">CAPITALIZATION</a>	88
<a href="#">UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL INFORMATION</a>	89
<a href="#">BUSINESS</a>	107
<a href="#">MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS</a>	156
<a href="#">MANAGEMENT AND EXECUTIVE COMPENSATION</a>	175
<a href="#">DESCRIPTION OF OUR SECURITIES</a>	185
<a href="#">CERTAIN RELATIONSHIPS AND RELATED PERSON TRANSACTIONS</a>	198
<a href="#">PRINCIPAL SECURITYHOLDERS</a>	207
<a href="#">SELLING SECURITYHOLDERS</a>	212
<a href="#">TAXATION</a>	219
<a href="#">PLAN OF DISTRIBUTION</a>	233
<a href="#">SHARES ELIGIBLE FOR FUTURE SALE</a>	238
<a href="#">LEGAL MATTERS</a>	242
<a href="#">EXPERTS</a>	242
<a href="#">ENFORCEMENT OF CIVIL LIABILITIES</a>	242
<a href="#">EXPENSES RELATED TO THE OFFERING</a>	243
<a href="#">WHERE YOU CAN FIND MORE INFORMATION</a>	243
<a href="#">INDEX TO FINANCIAL STATEMENTS</a>	F-1

## ABOUT THIS PROSPECTUS

This prospectus is part of a registration statement on Form F-1 that is being filed with the SEC using a “shelf” registration process. Under this shelf registration process, we may sell the Ordinary Shares underlying the Rollover Options and the Selling Securityholders may, from time to time, offer and sell any combination of the securities described in this prospectus in one or more offerings. The Selling Securityholders may use the shelf registration statement to sell up to an aggregate of up to 77,092,642 Ordinary Shares (including shares underlying Warrants) and up to 167,000 Private Placement Warrants from time to time through any means described in the section entitled “*Plan of Distribution*.” More specific terms of any securities that the Selling Securityholders offer and sell may be provided in a prospectus supplement that describes, among other things, the specific amounts and prices of the Ordinary Shares and/or Warrants being offered and the terms of the offering.

A prospectus supplement may also add, update or change information included in this prospectus. Any statement contained in this prospectus will be deemed to be modified or superseded for purposes of this prospectus to the extent that a statement contained in such prospectus supplement modifies or supersedes such statement. Any statement so modified will be deemed to constitute a part of this prospectus only as so modified, and any statement so superseded will be deemed not to constitute a part of this prospectus. You should rely only on the information contained in this prospectus, any applicable prospectus supplement or any related free writing prospectus. See “*Where You Can Find More Information*.”

**Neither we nor the Selling Securityholders have authorized anyone to provide any information or to make any representations other than those contained in this prospectus, any accompanying prospectus supplement or any free writing prospectus we have prepared. We and the Selling Securityholders take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. This prospectus is an offer to sell only the securities offered hereby and only under circumstances and in jurisdictions where it is lawful to do so. No dealer, salesperson or other person is authorized to give any information or to represent anything not contained in this prospectus, any applicable prospectus supplement or any related free writing prospectus. This prospectus is not an offer to sell securities, and it is not soliciting an offer to buy securities, in any jurisdiction where the offer or sale is not permitted. You should assume that the information appearing in this prospectus or any prospectus supplement is accurate only as of the date on the front of those documents only, regardless of the time of delivery of this prospectus or any applicable prospectus supplement, or any sale of a security. Our business, financial condition, results of operations and prospects may have changed since those dates.**

This prospectus contains summaries of certain provisions contained in some of the documents described herein, but reference is made to the actual documents for complete information. All of the summaries are qualified in their entirety by the actual documents. Copies of some of the documents referred to herein have been filed, will be filed or will be incorporated by reference as exhibits to the registration statement of which this prospectus is a part, and you may obtain copies of those documents as described below under “*Where You Can Find More Information*.”

Unless otherwise stated or the context otherwise indicates, (i) references to the “Holdco,” “Company,” “we,” “our,” or “us” refer to NewAmsterdam Pharma Company N.V. (f/k/a NewAmsterdam Pharma Company B.V.), together with its subsidiaries, including Frazier Lifesciences Acquisition Corporation, a Delaware corporation (previously a Cayman Islands exempted company) (“FLAC”); (ii) references to “NewAmsterdam Pharma” refer solely to NewAmsterdam Pharma Holding B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands and its subsidiaries. NewAmsterdam Pharma Company N.V. is a Dutch public limited liability company (*naamloze vennootschap*) incorporated as a Dutch private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) on June 10, 2022 and converted into a Dutch public limited liability company on November 21, 2022 and the ultimate parent company of NewAmsterdam Pharma and FLAC. We are a clinical-stage biopharmaceutical company developing oral, non-statin medicines for patients at high risk of cardiovascular disease (“CVD”) with residual elevation of low-density lipoprotein cholesterol (“LDL-C” or “LDL”), for whom existing therapies are not sufficiently effective or well-tolerated.

## CONVENTIONS WHICH APPLY TO THIS PROSPECTUS

In this prospectus, unless otherwise specified or the context otherwise requires:

- “\$,” “USD” and “U.S. dollar” each refer to the United States dollar; and
- “€,” “EUR” and “Euro” each refer to the Euro.

Except where noted otherwise, the historical financial information was translated from USD to EUR using the historical closing exchange rate, as at June 30, 2022, of \$1.0469 per EUR.

## IMPORTANT INFORMATION ABOUT U.S. GAAP AND IFRS

FLAC’s financial statements included in this prospectus have been prepared in conformity with accounting principles generally accepted in the United States of America (“U.S. GAAP”) for financial information and pursuant to the rules and regulations of the SEC.

The Company’s and NewAmsterdam Pharma’s audited financial statements included in this prospectus have been prepared in accordance with International Financial Reporting Standards as issued by the International Accounting Standards Board (“IFRS”).

For additional information, see the section financial statements included elsewhere in this prospectus.

## SERVICE MARKS AND TRADE NAMES

The NewAmsterdam Pharma name, logos and other service marks of NewAmsterdam Pharma appearing in this prospectus are the property of NewAmsterdam Pharma. Solely for convenience, some of the service marks, logos and trade names referred to in this prospectus are presented without the <sup>TM</sup> and <sup>SM</sup> symbols, but such references are not intended to indicate, in any way, that the Company will not assert, to the fullest extent under applicable law, its rights or the rights of the applicable licensors to these service marks and trade names. This prospectus contains additional trademarks, service marks and trade names of others. All trademarks, service marks and trade names appearing in this prospectus are, to the Company’s knowledge, the property of their respective owners. We do not intend the Company’s use or display of other companies’ trademarks, service marks, copyrights or trade names to imply a relationship with, or endorsement or sponsorship of the Company by, any other companies.

## SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus contains forward-looking statements. Forward-looking statements provide the Company's current expectations or forecasts of future events. Forward-looking statements include statements about the Company's expectations, beliefs, plans, objectives, intentions, assumptions and other statements that are not historical facts. Words or phrases such as "anticipate," "believe," "continue," "could," "estimate," "expect," "intend," "may," "might," "objective," "ongoing," "plan," "potential," "predict," "project," "should," "will" and "would," or similar words or phrases, or the negatives of those words or phrases, may identify forward-looking statements, but the absence of these words does not necessarily mean that a statement is not forward-looking. Examples of forward-looking statements in this prospectus include, but are not limited to, statements regarding the Company's disclosure concerning NewAmsterdam Pharma's operations, cash flows, financial position and dividend policy.

Forward-looking statements appear in a number of places in this prospectus including, without limitation, in the sections titled "*Management's Discussion and Analysis of Financial Condition and Results of Operations*" and "*Business*." Forward-looking statements in this prospectus and in any document incorporated by reference in this prospectus may include, for example, statements about:

- the Company's public securities' potential liquidity and trading;
- the Company's ability to raise financing in the future;
- projected financial information, including assumptions about the efficacy of the Company's product candidate, reimbursement and anticipated market size and market opportunity;
- the Company's dependence on the success of its product candidate, obicetrapib, including obtaining of regulatory approval to market obicetrapib;
- the Company's ability to attract and retain senior management and key scientific personnel;
- the Company's limited experience in marketing or distributing products;
- managing the risks related to the Company's international operations;
- the Company's ability to achieve the broad degree of physician adoption and use and market acceptance necessary for commercial success;
- the Company's reliance on third parties for all aspects of the manufacturing of obicetrapib for clinical trials; and
- the Company's efforts to obtain, protect or enforce its patents and other intellectual property rights related to the Company's product candidate.

Forward-looking statements are subject to known and unknown risks and uncertainties and are based on potentially inaccurate assumptions that could cause actual results to differ materially from those expected or implied by the forward-looking statements. Actual results could differ materially from those anticipated in forward-looking statements for many reasons, including the factors described in the section titled "*Risk Factors*" in this prospectus. Accordingly, you should not rely on these forward-looking statements, which speak only as of the date of this prospectus. The Company undertakes no obligation to publicly revise any forward-looking statement to reflect circumstances or events after the date of this prospectus or to reflect the occurrence of unanticipated events. You should, however, review the factors and risks that the Company describes in the reports it will file from time to time with the SEC.

In addition, statements that "we believe" and similar statements reflect the Company's beliefs and opinions on the relevant subject. These statements are based on information available to the Company as of the date of this prospectus. And while the Company believes that information provides a reasonable basis for these statements, that information may be limited or incomplete. The Company's statements should not be read to indicate that it has conducted an exhaustive inquiry into, or review of, all relevant information. These statements are inherently uncertain, and you are cautioned not to unduly rely on these statements.

---

[Table of Contents](#)

Although the Company believes the expectations reflected in the forward-looking statements were reasonable at the time made, it cannot guarantee future results, level of activity, performance or achievements. Moreover, neither the Company nor any other person assumes responsibility for the accuracy or completeness of any of these forward-looking statements. You should carefully consider the cautionary statements contained or referred to in this section in connection with the forward-looking statements contained in this prospectus and any subsequent written or oral forward-looking statements that may be issued by the Company or persons acting on its behalf.

## PROSPECTUS SUMMARY

This summary highlights information contained in more detail 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 sections entitled “*Special Note Regarding Forward-Looking Statements*,” “*Risk Factors*,” “*Business*,” “*Management’s Discussion and Analysis of Financial Condition and Results of Operations*,” “*Unaudited Pro Forma Condensed Combined Financial Information*” and the consolidated audited financial statements, including the notes thereto, included elsewhere in the registration statement of which this prospectus forms a part, before making any investment decision.

### Business Summary

#### Overview

We are a clinical-stage biopharmaceutical company developing oral, non-statin medicines for patients at high risk of cardiovascular disease (“CVD”) with residual elevation of low-density lipoprotein cholesterol (“LDL-C” or “LDL”), for whom existing therapies are not sufficiently effective or well-tolerated. There exists a significant unmet need for a potent, cost-effective and convenient LDL-lowering therapy as an adjunct to statins, a class of lipid-lowering medications that are the current standard of care for high-risk CVD patients with high cholesterol. Our lead product candidate, obicetrapib, is a next-generation, oral, low-dose cholesteryl ester transfer protein (“CETP”) inhibitor, that is currently in four ongoing Phase 3 and Phase 2b clinical trials as both a monotherapy and a combination therapy with ezetimibe for lowering LDL-C and preventing major adverse cardiovascular events (“MACE”).

CVD is a leading cause of death worldwide and the top cause of death in the United States. ASCVD is primarily caused by atherosclerosis, which involves the build-up of fatty material within the inner walls of the arteries. Atherosclerosis is the primary cause of heart attacks, strokes and peripheral vascular disease. One of the most important risk factors for ASCVD is hypercholesterolemia, which refers to elevated LDL-C levels within the body, commonly known as high cholesterol.

A significant proportion of patients with high cholesterol do not achieve acceptable LDL-C levels using statins alone. We estimate that there are more than 30 million patients in the United Kingdom, Germany, France, Spain and Italy (collectively, “EU5”) and in the United States who are not achieving LDL-lowering goals on the current standard of care. Existing non-statin treatment options have been largely unable to address the needs of patients with high cholesterol due to modest efficacy, prohibitive pricing, or an inconvenient and painful injectable administration route. It is estimated that over 75% of ASCVD outpatients prefer oral drugs to injectable therapies.

Our product candidate, obicetrapib, is a next-generation, oral, low-dose CETP inhibitor that we are developing to potentially overcome the limitations of current LDL-lowering treatments. We believe that obicetrapib has the potential to be a once-daily oral CETP inhibitor for lowering LDL-C, if approved. In our Phase 2b ROSE trial, obicetrapib demonstrated a 51% lowering of LDL-C from baseline at a 10 mg dose level on top of high-intensity statins. In all three of our Phase 2 trials, TULIP, ROSE and OCEAN, evaluating obicetrapib as a monotherapy or a combination therapy, we observed statistically significant LDL-lowering activity combined with generally moderate side effects and no drug-related, treatment-emergent serious adverse events (“AEs”). Obicetrapib has demonstrated strong tolerability in more than 600 patients with low or elevated lipid levels (“dyslipidemia”) in our clinical trials to date. Obicetrapib is also expected to be relatively low in cost to manufacture compared to most other branded LDL-lowering therapies on the market with high efficacy. We believe that the estimated low cost of goods for obicetrapib will enable favorable pricing and position it to significantly improve patient access to a high efficacy LDL-lowering therapy compared to existing non-statin treatments. Furthermore, we believe that obicetrapib’s oral delivery, demonstrated activity in low doses, chemical properties and tolerability make it



well-suited for combination approaches. We are developing a fixed dose combination of obicetrapib 10 mg and ezetimibe 10 mg, which we believe will demonstrate even greater potency.

### **Closing of the Business Combination**

On November 22, 2022 (the “Closing Date”), the Company consummated its previously announced business combination pursuant to the Business Combination Agreement, dated as of July 25, 2022 (the “Business Combination Agreement”), by and among the Company, FLAC, NewAmsterdam Pharma, and NewAmsterdam Pharma Investment Corporation, a Cayman Islands exempted company and wholly owned subsidiary of the Company (“Merger Sub”).

Beginning on the day immediately prior to the Closing Date and finishing on the day immediately after the Closing Date, the following transactions occurred pursuant to the terms of the Business Combination Agreement (collectively, the “Business Combination”):

- The shareholders of NewAmsterdam Pharma (“Participating Shareholders”) contributed all outstanding shares in the capital of NewAmsterdam Pharma to the Company in exchange for the issuance of ordinary shares in the share capital of the Company (“Ordinary Shares”) (the “Exchange”);
- Immediately after giving effect to the Exchange, the Company’s legal form was converted from a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) to a public limited liability company (*naamloze vennootschap*) (the “Holdco Reorganization”);
- After giving effect to the Exchange, Merger Sub merged with and into FLAC (the “Merger”), with FLAC surviving the merger as a wholly owned subsidiary of the Company (the “Surviving Company”);
- In connection with the Merger, each issued and outstanding ordinary share of FLAC was canceled and extinguished in exchange for a claim for an Ordinary Share, and such claim was then contributed into the Company against the issuance of a corresponding Ordinary Share;
- Immediately following the Merger, each outstanding warrant to purchase a Class A ordinary share, par value \$0.0001 per share, of FLAC (the “FLAC Class A Ordinary Shares”) became a warrant to purchase one Ordinary Share, on the same contractual terms;
- Each NewAmsterdam Pharma option that was outstanding and unexercised (“NewAmsterdam Pharma Options”) remained outstanding, and to the extent unvested, such option will continue to vest in accordance with its applicable terms, and at the time of the Exchange, such NewAmsterdam Pharma Options became options to purchase, and will when exercised be settled in Ordinary Shares; and
- On the day following the Closing Date, the Surviving Company changed its jurisdiction of incorporation by deregistering as a Cayman Islands exempted company and domesticated as a corporation incorporated under the laws of the State of Delaware (the “Domestication”).

Upon the closing of the Business Combination, the Company became the direct parent of NewAmsterdam Pharma.

Upon the achievement of a certain clinical development milestone, we will issue to the Participating Shareholders (including Amgen and MTPC for this purpose) and holders of options to purchase shares of NewAmsterdam Pharma prior to the closing of the Business Combination, who were directors, officers, employees or consultants of NewAmsterdam Pharma as of the date of the Business Combination Agreement (the “Participating Optionholders”) and who are at the time of achievement of such milestone still providing services to the Company or its subsidiaries, 1,886,137 additional Ordinary Shares (the “Earnout Shares”), which in the case of the Participating Optionholders will take the form of awards of restricted stock units under our long-term

incentive plan (the “LTIP”). The development milestone consists of the achievement and public announcement of Positive Phase 3 Data (as defined in the Business Combination Agreement) for each of NewAmsterdam Pharma’s BROADWAY clinical trial and BROOKLYN clinical trial at any time during the period beginning on date prior to the Closing Date and ending on the date that is five years after the Final Closing Date, or November 23, 2027. As a result, no Earnout Shares will be issuable if the applicable milestone is not achieved within five years of the Merger.

#### **PIPE Financing**

On July 25, 2022, concurrently with the execution of the Business Combination Agreement, FLAC and the Company also entered into subscription agreements with certain investors (each, a “PIPE Investor”), pursuant to which the PIPE Investors agreed to subscribe for and purchase from the Company, and the Company agreed to issue and sell to such PIPE Investors, an aggregate of 23,460,000 Ordinary Shares at \$10.00 per share for gross proceeds of \$234.6 million (the “PIPE Financing”). The PIPE Financing closed substantially concurrently with the Business Combination.

The Ordinary Shares issued in the PIPE Financing have not been registered under the Securities Act in reliance upon the exemption provided in Section 4(a)(2) of the Securities Act.

#### **Implications of Being an Emerging Growth Company and a Foreign Private Issuer**

##### *Emerging Growth Company*

The Company is an “emerging growth company” as defined in the Jumpstart Our Business Startups Act of 2012 (“JOBS Act”). The Company will remain an “emerging growth company” until the earliest to occur of (i) the last day of the fiscal year (a) following the fifth anniversary of the closing of the Business Combination, (b) in which the Company has total annual gross revenue of at least \$1.235 billion or (c) in which the Company is deemed to be a large accelerated filer, which means the market value of Ordinary Shares held by non-affiliates exceeds \$700 million as of the last business day of the Company’s prior second fiscal quarter, and (ii) the date on which the Company issued more than \$1.0 billion in non-convertible debt during the prior three-year period. The Company intends to take advantage of exemptions from various reporting requirements that are applicable to most other public companies, whether or not they are classified as “emerging growth companies,” including, but not limited to, an exemption from the provisions of Section 404(b) of the Sarbanes-Oxley Act requiring that the Company’s independent registered public accounting firm provide an attestation report on the effectiveness of its internal control over financial reporting and reduced disclosure obligations regarding executive compensation.

##### *Foreign Private Issuer*

As a “foreign private issuer,” the Company will be subject to different U.S. securities laws than domestic U.S. issuers. The rules governing the information that the Company must disclose differ from those governing U.S. corporations pursuant to the Exchange Act. The Company will be exempt from the rules under the Exchange Act prescribing the furnishing and content of proxy statements to shareholders. Those proxy statements are not expected to conform to Schedule 14A of the proxy rules promulgated under the Exchange Act. As a “foreign private issuer,” the Company will be exempt from a number of rules under the U.S. securities laws and will be permitted to file less information with the SEC than a U.S. company. In addition, as a “foreign private issuer,” the Company’s officers and directors and holders of more than 10% of the issued and outstanding Ordinary Shares, will be exempt from the rules under the Exchange Act requiring insiders to report purchases and sales of ordinary shares as well as from Section 16 short swing profit reporting and liability.

## Summary of Risk Factors

Investing in our securities involves a high degree of risk. You should consider all the information contained in this prospectus before investing in our securities. These risks are discussed more fully in the section entitled “*Risk Factors*.” If any of these risks actually occur, our business, financial condition or results of operations would likely be materially adversely affected. These risks include, but are not limited to, the following:

### *Risks Related to Our Limited Operating History, Financial Condition and Capital Requirements*

- We are a clinical-stage company with limited operating history, no approved products and no historical product revenues, which makes it difficult to assess our future prospects and financial results. We have incurred net losses since our inception, and anticipate that we will continue to incur significant losses for the foreseeable future. We may never generate any product revenue or become profitable or, if we achieve profitability, may not be able to sustain it.

### *Risks Related to Our Product Development, Regulatory Approval and Commercialization*

- We are dependent on the success of our only product candidate, obicetrapib, and cannot guarantee that obicetrapib will successfully complete clinical development, receive regulatory approval or, if approved, be successfully commercialized.
- We have never obtained approval for any product candidate, and may be unable to do so successfully.
- Clinical drug development involves a lengthy and expensive process with uncertain outcomes, and results of earlier studies and trials may not be predictive of future trial results, and our clinical trials may fail to adequately demonstrate the safety and efficacy of obicetrapib.
- The regulatory approval processes of the U.S. Food and Drug Administration (the “FDA”), the European Medicines Agency (the “EMA”) and other comparable regulatory authorities are lengthy, time consuming and inherently unpredictable, and if we are ultimately unable to obtain regulatory approval for obicetrapib, our business will be substantially harmed.
- Obicetrapib may produce undesirable side effects that we may not have detected in our previous preclinical studies and clinical trials. This could prevent us from gaining approval or market acceptance, including broad physician adoption, for our product candidate if approved, or from maintaining such approval and acceptance, and could substantially increase commercialization costs and even force us to cease operations.
- Even if we receive regulatory approval for obicetrapib or our future product candidates, we will be subject to ongoing regulatory obligations and continued regulatory review, which may result in significant additional expenses, limit or withdraw regulatory approval and subject us to penalties if we fail to comply with applicable regulatory requirements.
- Obicetrapib, if approved, will face significant competition from competing therapies and our failure to compete effectively may prevent us from achieving significant market penetration.

### *Risks Related to Ownership of Our Securities*

- We do not intend to pay dividends for the foreseeable future. Accordingly, you may not receive any return on investment unless you sell your Ordinary Shares for a price greater than the price you paid for them.
- We are eligible to be treated as an “emerging growth company,” and we cannot be certain if the reduced disclosure requirements applicable to emerging growth companies will make the Ordinary Shares less attractive to investors, which could have a material and adverse effect on the Company, including growth prospects, because we may rely on these reduced disclosure requirements.

- We are a foreign private issuer and, as a result, will not be subject to certain U.S. securities laws, including proxy rules, and will be subject to Exchange Act reporting obligations that, to some extent, are more lenient and less frequent than those of a U.S. domestic public company, which may limit the information available to holders of the Ordinary Shares and Warrants.

#### **Corporate Information**

We were incorporated as a Dutch private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) on June 10, 2022 to facilitate the consummation of the Business Combination.

Prior to the closing of the Business Combination, we had not conducted any material activities other than those incident to our formation and the matters contemplated by the Business Combination and only had nominal assets consisting of cash and our interest in Merger Sub. Prior to the closing of the Business Combination, our corporate form was converted to a Dutch public limited liability company (*naamloze vennootschap*) and our name was changed to NewAmsterdam Pharma Company N.V.

Following the Business Combination, we became the ultimate parent entity of NewAmsterdam Pharma and FLAC. Our Ordinary Shares and Public Warrants were registered under the Exchange Act and are listed on Nasdaq under the symbols “NAMS” and “NAMS.W,” respectively.

Our principal executive office is located at Gooimeer 2-35, 1411 DC Naarden, The Netherlands, and its telephone number is +31 (0) 35 206 2971.

**THE OFFERING**

<b><i>Ordinary Shares offered by us</i></b>	1,736,545 Ordinary Shares underlying the Rollover Options
<b><i>Ordinary Shares offered for re-sale by the Selling Securityholders</i></b>	77,092,642 Ordinary Shares (including shares underlying the Warrants)
<b><i>Warrants that may be offered and sold from time to time by the Selling Securityholders</i></b>	167,000 Warrants
<b><i>Ordinary Shares outstanding as of the date of this prospectus</i></b>	81,559,780 Ordinary Shares
<b><i>Ordinary Shares to be outstanding assuming exercise of all Warrants and Rollover Options</i></b>	88,063,325 Ordinary Shares
<b><i>Offering price</i></b>	<p>The exercise price for the Ordinary Shares that may be issued upon exercise of Warrants is \$11.50 per share.</p> <p>The exercise price for the Ordinary Shares that may be issued upon exercise of Rollover Options is EUR 1.16392 per share.</p> <p>The Ordinary Shares and Warrants offered by this prospectus may be offered and sold at prevailing market prices, privately negotiated prices or such other prices as the Selling Securityholders may determine. See the section titled “<i>Plan of Distribution</i>.”</p>
<b><i>Use of proceeds</i></b>	<p>All of the Ordinary Shares and Warrants offered by the Selling Securityholders pursuant to this prospectus will be sold by the Selling Securityholders for their respective accounts. We will not receive any of the proceeds from such sales.</p> <p>We will receive up to an aggregate of approximately \$57.0 million from the exercise of Warrants and Rollover Options offered by the Selling Securityholders pursuant to this prospectus, assuming the exercise in full of all such Warrants and Rollover Options for cash.</p>
<b><i>Transfer restrictions</i></b>	<p>Pursuant to the Business Combination Agreement and related agreements, certain Selling Securityholders who received Ordinary Shares in connection with the Business Combination agreed not to sell, transfer, pledge or otherwise dispose of such shares for 180 days from the closing of the Business Combination, subject to certain limited exceptions. The PIPE Shares will not be subject to a post-closing lock-up period. See the section titled “<i>Shares Eligible for Future Sale—Lock-Up Agreements</i>” and “<i>—Investor Rights Agreement</i>.”</p>

***Dividend policy***

We have never declared or paid any cash dividends and have no plan to declare or pay any dividends on our Ordinary Shares in the foreseeable future. We currently intend to retain any earnings for future operations and expansion.

Our board of directors (the “Board of Directors”) 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 (the “Articles of Association”) and (if it concerns a distribution of profits) after adoption of its statutory annual accounts by the general meeting of our shareholders (the “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 the Board of Directors and will depend upon a number of factors, including its results of operations, financial condition, future prospects, contractual restrictions, restrictions imposed by applicable law and other factors the Board of Directors deems relevant.

Under the Articles of Association, the Board of Directors may decide that all or part of the 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 the Board of Directors for distribution on Ordinary Shares, subject to applicable restrictions of Dutch law. The Board of Directors is permitted, subject to certain requirements and applicable restrictions of Dutch law, to declare interim dividends without the approval of the General Meeting. Dividends and other distributions will 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*).

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 the Board of Directors deems relevant. See the section titled “*Dividend Policy and Market Price of Our Securities*.”

***Market for our Ordinary Shares***

Our Ordinary Shares are listed on Nasdaq under the symbol “NAMS.”

***Market for our Public Warrants***

Our Public Warrants are listed on Nasdaq under the symbol “NAMS.W.”

***Risk factors***

Investing in our securities involves a high degree of risk. See “*Risk Factors*” beginning on page 21 of this prospectus for a description of certain of the risks you should consider before investing in our Ordinary Shares or Public Warrants.

## SELECTED CONSOLIDATED HISTORICAL AND OTHER FINANCIAL INFORMATION

The following tables set forth selected historical financial information and operating data for NewAmsterdam Pharma as at June 30, 2022 and for the six months ended June 30, 2022 and 2021, and as at and for the years ended December 31, 2021 and 2020. You should read the following summary historical financial information and operating data in conjunction with the sections entitled “*Management’s Discussion and Analysis of Financial Condition and Results of Operations*,” NewAmsterdam Pharma’s unaudited condensed consolidated financial statements and related notes, and NewAmsterdam Pharma’s consolidated financial statements and related notes, all included elsewhere in the registration statement of which this prospectus forms a part. The consolidated statement of profit or loss data for the six months ended June 30, 2022 and 2021, the consolidated statement of financial position data as at June 30, 2022, the consolidated cash flow data for the six months ended June 30, 2022 and 2021 have been derived from NewAmsterdam Pharma’s unaudited condensed consolidated financial statements as at June 30, 2022 and for the six months ended June 30, 2022 and 2021, appearing elsewhere in the registration statement of which this prospectus forms a part. The consolidated statement of profit or loss data for the years ended December 31, 2022 and 2021, the consolidated statement of financial position data as at December 31, 2022 and 2021, the consolidated cash flow data for the years ended December 30, 2022 and 2021 have been derived from NewAmsterdam Pharma’s audited consolidated financial statements as at and for the years ended December 31, 2021 and 2021 appearing elsewhere in the registration statement of which this prospectus forms a part. NewAmsterdam Pharma’s historical results may not be indicative of the results that may be achieved in the future.

### Consolidated Statement of Profit or Loss Data

	<u>For the six months ended June 30,</u>		<u>For the year ended December 31,</u>	
	2022	2021	2021	2020
	(€ in thousands, except per share amounts)			
Revenue	93,500	—	—	—
Research and development expenses	(30,588)	(8,553)	(25,032)	(4,045)
General and administrative expenses	(9,294)	(1,401)	(4,803)	(1,384)
<b>Total operating expenses</b>	<b>(39,882)</b>	<b>(9,954)</b>	<b>(29,835)</b>	<b>(5,429)</b>
Finance income	10	—	9	—
Finance expense	(185)	(137)	(216)	(344)
Net foreign exchange gain	1,070	609	1,443	24
<b>Profit (loss) before tax</b>	<b>54,513</b>	<b>(9,482)</b>	<b>(28,599)</b>	<b>(5,749)</b>
Income tax expense	—	—	—	—
<b>Profit (loss) for the period</b>	<b>54,513</b>	<b>(9,842)</b>	<b>(28,599)</b>	<b>(5,749)</b>
<b>Basic and diluted profit (loss) per share (€)</b>				
Basic	3.20	(0.86)	(2.53)	(1.15)
Diluted	2.87	(0.86)	(2.53)	(1.15)



**Consolidated Statement of Financial Position Data**

	<u>As at June 30,</u> 2022	<u>As at December 31,</u> 2021      2020	
	(€ in thousands)		
<b>Assets</b>			
Property, plant and equipment	175	190	12
Loan receivable	728	718	—
<b>Non-current assets</b>	<b>903</b>	<b>908</b>	<b>12</b>
Trade receivables	115,000	—	—
Prepayments and other receivables	12,474	5,782	1,358
Cash and cash equivalents	89,478	53,092	7,861
<b>Current assets</b>	<b>216,952</b>	<b>58,874</b>	<b>9,219</b>
<b>Total assets</b>	<b>217,855</b>	<b>59,782</b>	<b>9,231</b>
<b>Equity</b>			
Share capital	163,556	83,876	2,500
Other reserves	1,029	591	—
Accumulated loss	19,837	(34,676)	(6,077)
<b>Total equity</b>	<b>184,422</b>	<b>49,791</b>	<b>(3,577)</b>
<b>Liabilities</b>			
Lease liability	90	111	—
Deferred revenue	7,440	—	—
<b>Non-current liabilities</b>	<b>7,530</b>	<b>111</b>	<b>—</b>
Loans and borrowings	—	—	11,650
Lease liability	61	53	—
Deferred revenue	14,060	—	—
Trade and other payables	11,782	9,827	1,158
<b>Total current liabilities</b>	<b>25,903</b>	<b>9,880</b>	<b>12,808</b>
<b>Total liabilities</b>	<b>33,433</b>	<b>9,991</b>	<b>12,808</b>
<b>Total equity and liabilities</b>	<b>217,855</b>	<b>59,782</b>	<b>9,231</b>

**Consolidated Cash Flow Data**

	<u>For the six months ended</u> <u>June 30,</u>		<u>For the year ended</u> <u>December 31,</u>	
	2022	2021	2021	2020
	(€ in thousands)			
Net cash flows used in operating activities	(44,642)	(8,771)	(25,164)	(5,970)
Net cash flows used in investing activities	(2)	(7)	(20)	(13)
Net cash provided by financing activities	79,647	69,000	68,990	11,320
Foreign exchange differences	1,383	609	1,425	24
Cash and cash equivalents at beginning of period	53,092	7,861	7,861	2,500
<b>Cash and cash equivalents at end of period, net of overdraft</b>	<b>89,478</b>	<b>68,691</b>	<b>53,092</b>	<b>7,861</b>

## SELECTED UNAUDITED PRO FORMA CONDENSED FINANCIAL INFORMATION

The following unaudited pro forma condensed combined financial information is provided to aid you in your analysis of the financial aspects of the Business Combination. The following unaudited pro forma condensed combined financial information presents the historical financial information of FLAC and NewAmsterdam Pharma adjusted to give effect to the Business Combination and related transactions. The following unaudited pro forma condensed combined financial information has been prepared in accordance with Article 11 of Regulation S-X as amended by the final rule, Release No. 33-10786 “Amendments to Financial Disclosures about Acquired and Disposed Businesses.”

The unaudited pro forma condensed combined statement of financial position as at June 30, 2022, gives pro forma effect to the Business Combination as if it had been consummated as at that date. The unaudited pro forma condensed combined statements of profit or loss for the year ended December 31, 2021 and the six month ended June 30, 2022, give pro forma effect to the Business Combination as if it had occurred as at January 1, 2021. The unaudited pro forma condensed combined financial information has been presented for illustrative purposes only and is not necessarily indicative of the financial position and results of operations that would have been achieved had the Business Combination and related transactions occurred on the dates indicated. Further, the unaudited pro forma condensed combined financial information may not be useful in predicting the future financial condition and results of operations of the Company.

The unaudited pro forma condensed combined statement of profit or loss and other comprehensive income or for the year ended December 31, 2021 has been prepared using the following:

- the consolidated statement of operations for the year ended December 31, 2021 derived from the audited statement of operations for the year ended December 31, 2021 and for the period from October 7, 2020 (inception) through December 31, 2020 of FLAC and the related notes thereto included elsewhere in the registration statement of which this prospectus forms a part. The consolidated financial statements of FLAC have been prepared under U.S. GAAP with the U.S. dollar as its reporting currency; and
- the consolidated statement of profit or loss and other comprehensive loss for the year ended December 31, 2021 derived from the audited consolidated financial statements as at December 31, 2021 and 2020 and for the two years in the period ended December 31, 2021 and the related notes thereto included elsewhere in the registration statement of which this prospectus forms a part. The consolidated financial statements of NewAmsterdam Pharma have been prepared in accordance with IFRS with Euros as its presentation currency.

The unaudited pro forma condensed combined statement of financial position as at June 30, 2022 and the unaudited pro forma condensed combined statement of profit or loss for the six months ended June 30, 2022 have been prepared using the following:

- the unaudited condensed balance sheet as at June 30, 2022 and the unaudited condensed statement of operations for the six months ended June 30, 2022 derived from the condensed balance sheet as at June 30, 2022 and December 31, 2021 and the unaudited statement of operations for the six months ended June 30, 2022 and 2021 of FLAC and the related notes thereto included elsewhere in the registration statement of which this prospectus forms a part. The consolidated financial statements of FLAC have been prepared under U.S. GAAP with the U.S. dollar as its reporting currency; and
- the unaudited condensed consolidated statement of financial position of NewAmsterdam Pharma as at June 30, 2022 and the unaudited condensed consolidated statement of profit or loss and other comprehensive loss for the six months ended June 30, 2022 are derived from the unaudited condensed consolidated financial statements as at June 30, 2022 and for the six months ended June 30, 2022 and 2021 and the related notes thereto included elsewhere in the registration statement of which this

prospectus forms a part. The unaudited condensed consolidated financial statements of NewAmsterdam Pharma have been prepared in accordance with International Accounting Standard 34—Interim Financial Reporting with Euros as its presentation currency.

The unaudited pro forma condensed combined financial information is based on the historical consolidated financial statements of NewAmsterdam Pharma, prepared in accordance with International Financial Reporting Standards as issued by IFRS with Euros as its reporting currency, and the historical financial statements of FLAC, prepared in accordance with U.S. GAAP with the U.S. dollar as its reporting currency. The unaudited pro forma condensed combined financial information gives effect to adjustments required to convert FLAC historical financial information to IFRS and its reporting currency to Euros.

You should not rely on the unaudited pro forma condensed combined financial information as being indicative of the historical results that would have been achieved had the companies always been combined or the future results that the Company will experience. FLAC and NewAmsterdam Pharma did not have any historical relationship prior to the Business Combination. Accordingly, no pro forma adjustments were required to eliminate activities between the companies. The unaudited pro forma condensed combined financial information gives effect to those transactions contemplated in the Business Combination Agreement and those transactions which occurred as a direct result of the consummation of the Business Combination. No effect has been given to events which occurred subsequent to the end of the period presented herein which did not occur as a direct result of the consummation of the Business Combination, including:

- Receipt of the non-refundable, non-creditable, upfront amount of €115 million from A. Menarini International Licensing S.A., part of Menarini Group (“Menarini”).
- On November 21, 2022, the Company granted (i) options to purchase an aggregate of 3,412,264 Ordinary Shares to certain of its directors and (ii) options to purchase an aggregate of 2,244,383 Ordinary Shares to certain of its executive officers (excluding awards granted to executive officers who also serve as directors). Such options each have an expiration date of ten years from the date of grant and an exercise price of \$10.00.

For more information regarding significant events which occurred following the end of the period presented refer to “Note 15—Events After the Reporting Period” in the accompanying NewAmsterdam Pharma unaudited condensed consolidated financial statements as at June 30, 2022 and for the six months ended June 30, 2022 and 2021 included elsewhere in the registration statement of which this prospectus forms a part and the section titled “*Management and Executive Compensation*” in this prospectus.

See the section entitled “*Unaudited Pro Forma Condensed Combined Financial Information*” for more information.

**PRO FORMA CONDENSED COMBINED STATEMENT OF FINANCIAL POSITION AS AT  
JUNE 30, 2022  
(UNAUDITED)  
(in EUR thousands unless otherwise denoted)**

	NewAmsterdam Pharma Historical IFRS <u>EUR</u>	FLAC Historical U.S. GAAP <u>USD</u>	<u>EUR(1)</u>	IFRS Policy and Presentation Alignment	FN	Transaction Accounting Adjustments	FN	Pro Forma Combined
<b>ASSETS</b>								
<b>Non-Current Assets</b>								
Property, plant and equipment	175	—	—	—		—		175
Loan receivable	728	—	—	—		(728)	(4)	—
Investments held in Trust Account	—	138,133	131,945	—		(131,945)	(4)	—
Intangible assets	—	—	—	—		81,611	(8)	81,611
Total non-current assets	<u>903</u>	<u>138,133</u>	<u>131,945</u>	<u>—</u>		<u>(51,062)</u>		<u>81,786</u>
<b>Current Assets</b>								
Trade receivables	115,000	—	—	—		—		115,000
Prepayments and other receivables	12,474	—	—	143	(2)	4,019	(10)	16,636
Cash and cash equivalents	89,478	615	588	—		279,455	(4)	369,521
Prepaid expenses	—	150	143	(143)	(2)	—		—
Total current assets	<u>216,952</u>	<u>765</u>	<u>731</u>	<u>—</u>		<u>283,474</u>		<u>501,157</u>
<b>Total Assets</b>	<b><u>217,855</u></b>	<b><u>138,898</u></b>	<b><u>132,676</u></b>	<b><u>—</u></b>		<b><u>232,412</u></b>		<b><u>582,943</u></b>

	NewAmsterdam Pharma Historical IFRS	FLAC Historical U.S. GAAP	IFRS Policy and Presentation Alignment	Transaction Accounting Adjustments	Pro Forma Combined
		USD	EUR(1)	FN	FN
<b>EQUITY AND LIABILITIES</b>					
<b>Commitments and Contingencies</b>					
Class A ordinary share subject to possible redemption, \$0.0001 par value; 13,800,000 shares issued and outstanding at redemption value of \$10.00 per share	—	138,033	131,849	(131,849) (3)	—
<b>Equity</b>					
Share capital	163,556	—	— *	—	426,439 (5) 589,995
Other Reserves	1,029	—	—	—	1,029
Preference shares, \$0.0001 par value; 1,000,000 shares authorized; none issued or outstanding at December 31, 2021 and 2020	—	—	—	—	—
Class A ordinary shares, \$0.0001 par value; 479,000,000 shares authorized; 501,000 shares issued and outstanding (excluding 13,800,000 shares subject to possible redemption)	—	— *	—	—	—
Class B ordinary shares, \$0.0001 par value; 20,000,000 shares authorized; 3,450,000 shares issued and outstanding	—	— *	—	—	—
Additional paid-in capital	—	—	—	—	—
Retained earnings	19,837	(6,181)	(5,904)	—	(59,139) (6) (45,206)
Total equity	184,422	(6,181)	(5,904)	—	367,300 545,818

	NewAmsterdam Pharma Historical IFRS	FLAC Historical U.S. GAAP		IFRS Policy and Presentation Alignment		Transaction Accounting Adjustments		Pro Forma Combined
		USD	EUR(1)		FN		FN	
<b>Non-current liabilities</b>								
Deferred revenue	7,440	—	—	—		—		7,440
Lease liability	90	—	—	—		—		90
Deferred underwriting commissions	—	4,830	4,614	—		(4,614)	(4)	—
Derivative warrant liabilities	—	381	365	—		—	(11)	365
Derivative earnout liability	—	—	—	—		6,506	(9)	6,506
Loans and borrowings	—	—	—	131,849	(3)	(131,849)	(7)	—
Total non-current liabilities	<u>7,530</u>	<u>5,211</u>	<u>4,979</u>	<u>131,849</u>		<u>(129,957)</u>		<u>14,401</u>
<b>Current liabilities</b>								
Accounts payable	—	51	48	(48)	(2)	—		—
Accrued expenses	—	1,784	1,704	(1,704)	(2)	(4,931)	(4)	(4,931)
Loans and borrowings	—	—	—	—		—		—
Lease liability	61	—	—	—		—		61
Trade and other payables	11,782	—	—	1,752	(2)	—		13,534
Deferred revenue	14,060	—	—	—		—		14,060
Total current liabilities	<u>25,903</u>	<u>1,835</u>	<u>1,752</u>	<u>—</u>		<u>(4,931)</u>		<u>22,724</u>
<b>Total liabilities</b>	<u>33,433</u>	<u>7,046</u>	<u>6,731</u>	<u>131,849</u>		<u>(134,888)</u>		<u>37,125</u>
<b>Total equity and liabilities</b>	<u>217,855</u>	<u>138,898</u>	<u>132,676</u>	<u>—</u>		<u>232,412</u>		<u>582,943</u>

\* The financial statements of FLAC are presented in whole dollars whereas the historical financial information of FLAC in the above unaudited condensed combined statement of financial position is presented initially in thousands of dollars. FLAC Class A Ordinary Shares and FLAC Class B Ordinary Shares at June 30, 2022 are \$50 and \$345, respectively, as seen in FLAC's balance sheet as of June 30, 2022 which is found elsewhere within the registration statement of which this prospectus forms a part. As a result of rounding these amounts are shown as zero. These amounts would be reclassified into share capital as part of adjustment (2) below and eliminated in adjustment (5) below.

**PRO FORMA CONDENSED COMBINED STATEMENT OF PROFIT OR LOSS  
FOR THE YEAR ENDED DECEMBER 31, 2021  
(UNAUDITED)  
(in EUR thousands unless otherwise denoted)**

	NewAmsterdam Pharma Historical IFRS	FLAC Historical(1) U.S. GAAP		IFRS Policy and Presentation Alignment	FN	Transaction Accounting Adjustments	FN	Pro Forma Combined
		USD	EUR(2)					
Research and development expenses	(25,032)	—	—	—		—		(25,032)
General and administrative expenses	(4,803)	(1,366)	(1,155)	—		(67,488)	(4)	(73,446)
<b>Total operating expenses</b>	<b>(29,835)</b>	<b>(1,366)</b>	<b>(1,155)</b>	<b>—</b>		<b>(67,488)</b>		<b>(98,478)</b>
Finance income	9	—	—	—		—		9
Finance expense	(216)	—	—	—		—		(216)
Interest income from investments held in Trust Account	—	16	14	—		(14)	(3)	—
Change in fair value of derivative warrant liabilities	—	4,529	3,828	—		—		3,828
Break-up fee from terminated agreement	—	1,000	845	—		—		845
Net foreign exchange gain	1,443	—	—	—		—		1,443
<b>Loss before tax</b>	<b>(28,599)</b>	<b>4,179</b>	<b>3,532</b>	<b>—</b>		<b>(67,502)</b>		<b>(92,569)</b>
Income tax expense	—	—	—	—		—		—
<b>Loss for the period</b>	<b>(28,599)</b>	<b>4,179</b>	<b>3,532</b>	<b>—</b>		<b>(67,502)</b>		<b>(92,569)</b>
<b>Attributable to:</b>								
Equity holders of the Company	<b>(28,599)</b>	<b>4,179</b>	<b>3,532</b>	<b>—</b>		<b>(67,502)</b>		<b>(92,569)</b>
<b>Earnings / (loss) per share, basic and diluted:</b>								
Class A ordinary shares		0.24						
Class B ordinary shares		0.24						
Ordinary shares	(2.53)							(1.13)

## RISK FACTORS

*An investment in our securities involves a high degree of risk. Before you make a decision to buy our securities, in addition to the risks and uncertainties discussed in the section titled “Special Note Regarding Forward-Looking Statements,” you should carefully consider the risks and uncertainties described below, together with all of the other information contained in this prospectus, including our financial statements and related notes appearing at the end of this prospectus and in the section titled “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” before deciding to invest in our securities. These risk factors are not exhaustive and investors are encouraged to perform their own investigation with respect to the Company’s business, financial condition and prospects. The occurrence of one or more of the events or circumstances described in these risk factors, alone or in combination with other events or circumstances, may adversely affect the ability to complete or realize the anticipated benefits of the Business Combination, and may have a material adverse effect on the business, cash flows, financial condition and results of operations of the Company. The risks discussed below may not prove to be exhaustive and are based on certain assumptions made by the Company which later may prove to be incorrect or incomplete. The Company may face additional risks and uncertainties that are not presently known to such entity, or that are currently deemed immaterial, which may also impair their business or financial condition.*

### **Risks Related to Our Limited Operating History, Financial Condition and Capital Requirements**

*We are a clinical-stage company with limited operating history, no approved products and no historical product revenues, which makes it difficult to assess our future prospects and financial results. We have incurred net losses since our inception, and anticipate that we will continue to incur significant losses for the foreseeable future. We may never generate any product revenue or become profitable or, if we achieve profitability, may not be able to sustain it.*

We are a clinical-stage biopharmaceutical company with a limited operating history upon which you can evaluate our business and prospects. Pharmaceutical product development is a highly speculative undertaking and involves a substantial degree of uncertainty. Our operations to date have been limited to developing and undertaking clinical trials of our product candidate, obicetrapib. We are not profitable and have not generated product revenue from operations. We have historically incurred net losses since we commenced operations in October 2019, including net losses of €28.6 million for the year ended December 31, 2021. Despite having made a profit in the six months ended June 30, 2022, we expect our costs to fund research and development activities for the full fiscal year 2022 to exceed our revenue arising from the License Agreement, dated June 23, 2022, by and between Menarini and us (the “Menarini License”). We expect to continue to incur significant expenses and increasing operating losses for the foreseeable future, considering the current research and development stage of our activities, as we do not have products approved for commercial sale. Our ability to ultimately achieve recurring product revenues and profitability is dependent upon our ability to successfully complete the development of obicetrapib and obtain necessary regulatory approvals for, and successfully manufacture, market and commercialize, our product together or with partners.

We believe that we will continue to expend substantial resources in the foreseeable future for the clinical development of obicetrapib or any additional product candidates and indications that we may choose to pursue in the future. These expenditures will include costs associated with research and development, conducting preclinical studies and clinical trials, and payments for third-party manufacturing and supply, as well as sales and marketing of obicetrapib or any of our future product candidates if they are approved for sale by regulatory authorities. Because the outcome of any clinical trial is highly uncertain, we cannot reasonably estimate the actual amounts necessary to successfully complete the development and commercialization of obicetrapib and any other drug candidates that we may develop in the future. Other unanticipated costs may also arise.

Our future capital requirements depend on many factors, including:

- the timing of, and the costs involved in, clinical development and obtaining regulatory approvals for our product candidate;



## Table of Contents

- changes in regulatory requirements during the development phase that can delay or force us to stop our activities related to obicetrapib or any of our future product candidates;
- the cost of commercialization activities if obicetrapib is approved for sale, including marketing, sales and distribution costs;
- the cost of third-party manufacturing of our product candidate;
- the number and characteristics of any other product candidates we develop or acquire;
- our ability to establish and maintain strategic collaborations, licensing or other commercialization arrangements, and the terms and timing of such arrangements;
- the extent and rate of market acceptance of any future approved products;
- the expenses needed to attract and retain skilled personnel;
- the costs associated with being a public company;
- the costs involved in preparing, filing, prosecuting, maintaining, defending and enforcing patent claims, including potential litigation costs and the outcome of such litigation;
- the timing, receipt and amount of sales of, or royalties on, future approved products, if any;
- any product liability or other lawsuits related to obicetrapib or any future product;
- scientific breakthroughs in the field of treatment for cardio metabolic diseases that could significantly diminish the need for our product candidate or make it obsolete; and
- changes in reimbursement policies that could have a negative impact on our future revenue stream.

***Even after receiving the proceeds from the Business Combination, we may require substantial additional financing to achieve our goals, and a failure to obtain this capital when needed and on acceptable terms, or at all, could force us to delay, limit, reduce or terminate our product development, commercialization efforts or other operations.***

Since our inception, almost all of our resources have been dedicated to the clinical development of obicetrapib. While we have been successful in the past in obtaining financing, we expect to continue to spend substantial amounts to continue the clinical development of our product candidate. At June 30, 2022, NewAmsterdam Pharma had cash and cash equivalents of €89.5 million. On a pro forma basis at June 30, 2022, after taking into account the consummation of the Business Combination and the PIPE Financing, we had approximately €369.5 million in cash and cash equivalents, which we believe will be sufficient to fund our anticipated level of operations into 2026.

We will require additional capital to pursue clinical activities, complete clinical trials, and obtain regulatory approval for and commercialize obicetrapib. In addition, our operating plan may change as a result of many factors currently unknown to us, and we may need to seek additional funds sooner than planned, through public or private equity, convertible debt or debt financings, third-party funding, marketing and distribution arrangements, as well as other collaborations, strategic alliances and licensing arrangements, or a combination of these approaches. Even if we believe that we will have sufficient funds for our current or future operating plans, we may seek additional capital if market conditions are favorable or if we have specific strategic considerations.

Any additional fundraising efforts may divert the attention of our management from day-to-day activities, which may adversely affect our ability to develop and commercialize obicetrapib. In addition, we cannot guarantee that future financing will be available in sufficient amounts or on terms acceptable to us, if at all. Moreover, the terms of any financing may negatively impact the holdings or the rights of our shareholders, and the issuance of additional securities, whether equity or debt, by us or the possibility of such issuance may cause the market price of Ordinary Shares to decline. The incurrence of indebtedness could result in increased fixed payment obligations and we may be required to agree to certain restrictive covenants, such as limitations on our ability to incur

## Table of Contents

additional debt, limitations on our ability to acquire, sell or license intellectual property rights and other operating restrictions that could adversely impact our ability to conduct our business. We could also be required to seek funds through arrangements with collaborative partners or otherwise at an earlier stage than would be desirable and we may be required to relinquish rights to some of our technologies, intellectual property or future product candidates or otherwise agree to terms unfavorable to us, any of which may harm our business, financial condition, operating results and prospects.

If adequate funds are not available to us on a timely basis, we may be required or choose to:

- delay, limit, reduce or terminate clinical trials or other development activities for obicetrapib or any of our future product candidates;
- delay, limit, reduce or terminate our other research and development activities; or
- delay, limit, reduce or terminate our establishment or expansion of manufacturing, sales and marketing or distribution capabilities or other activities that may be necessary to commercialize obicetrapib or any of our future product candidates.

We may also be unable to expand our operations or otherwise capitalize on our business opportunities, as desired, which could harm our business, financial condition and results of operations.

### ***Raising additional capital may cause dilution to our shareholders, restrict our operations or require us to relinquish rights to our technologies or product candidates.***

While we believe that, after giving effect to the Business Combination our existing cash and cash equivalents will be sufficient to fund our operations through 2026, unless and until we can generate substantial product revenues, we expect to finance our future cash needs through public or private equity offerings, debt financings, collaborations, strategic alliances, license agreements and marketing or distribution arrangements. Additional funds may not be available when we need them on terms that are acceptable to us, or at all. To the extent that we raise such additional capital through the sale of equity or convertible debt securities, your ownership interest will be diluted, and the terms of these securities may include liquidation or other preferences that adversely affect your rights as a shareholder. Debt financing, if available, may involve agreements that include covenants limiting or restricting our ability to take specific actions, such as incurring additional debt, making capital expenditures or declaring and distributing dividends, and may be secured by all or a portion of our assets.

If we raise funds by entering into collaborations, strategic alliances or licensing arrangements with third parties, we may have to relinquish additional valuable rights to our technologies, future revenue streams, research programs or product candidates, or grant licenses on terms that may not be favorable to us. If we are unable to raise additional funds through public or private equity offerings, debt financings, collaborations, strategic alliances, license agreements, or marketing or distribution arrangements when needed, we may be required to delay, limit, reduce or terminate our product development or future commercialization efforts or cease operations altogether.

### **Risks Related to Our Product Development, Regulatory Approval and Commercialization**

#### ***We are dependent on the success of our only product candidate, obicetrapib, and cannot guarantee that obicetrapib will successfully complete clinical development, receive regulatory approval or, if approved, be successfully commercialized.***

We have invested almost all of our efforts and financial resources in the research and development of obicetrapib. Our future success depends on our ability to develop, commercialize, market and sell obicetrapib. However, obicetrapib has yet to receive marketing approval from the FDA, the EMA or other comparable regulatory authorities. Our ability to generate revenues in the future is substantially dependent on our ability to develop, obtain regulatory approval for, and then successfully commercialize obicetrapib. We currently generate no revenue from the sale of any products, and we may never be able to develop or commercialize a marketable product.

## [Table of Contents](#)

Obicetrapib's marketability and commercialization are subject to significant risks associated with successfully completing current and future clinical trials, including:

- our ability to successfully complete our clinical trials, including timely patient enrollment and acceptable safety and efficacy data and our ability to demonstrate the safety and efficacy of obicetrapib;
- our ability to implement strategies to minimize the impact of the COVID-19 pandemic to our business, including with respect to initiating, enrolling, conducting or completing our planned and ongoing clinical trials of obicetrapib and addressing any potential disruption or delays to the supply of our product candidates;
- unless we have received a deferral or waiver, our ability to complete successfully any pediatric clinical trials agreed pursuant to the Pediatric Research Equity Act ("PREA") or its European Union ("EU") equivalent;
- that the Phase 3 clinical trials, even if successfully completed, will be sufficient to support a New Drug Application ("NDA") submission;
- the prevalence and severity of adverse events associated with obicetrapib;
- whether we are required by the FDA, the EMA or other comparable regulatory authorities to conduct additional preclinical studies or clinical trials, and the scope and nature of such studies or trials, prior to approval to market our product, such as a cardiovascular outcomes trial;
- the timely receipt of necessary marketing approvals from the FDA, the EMA and other comparable regulatory authorities, including pricing and reimbursement determinations;
- the ability to successfully commercialize obicetrapib, if approved, for marketing and sale by the FDA, the EMA or other comparable regulatory authorities;
- our ability and the ability of our third party manufacturing partners to timely and satisfactorily manufacture quantities of obicetrapib at quality levels necessary to meet regulatory requirements and at a scale sufficient to meet anticipated demand at a cost that allows us to achieve profitability;
- our success in educating healthcare providers and patients about the benefits, risks, administration and use of obicetrapib, if approved;
- acceptance of obicetrapib, if approved, as safe and effective by patients and the healthcare community;
- the maintenance of an acceptable safety profile of our product following any approval;
- the availability, perceived advantages, relative cost, safety and efficacy of alternative and competing treatments for the indications addressed by obicetrapib;
- entering into, on favorable terms, any collaboration, licensing or other arrangements that may be necessary or desirable to develop, manufacture or commercialize obicetrapib;
- the effectiveness of our and any current or future collaborators' marketing, sales and distribution strategy, and operations; and
- our ability to obtain, protect and enforce our intellectual property rights with respect to obicetrapib.

Many of these clinical, regulatory and commercial risks are beyond our control. Accordingly, we cannot assure you that we will be able to advance obicetrapib successfully through clinical development, or to obtain regulatory approval of or commercialize obicetrapib or any future product candidates. If we fail to achieve these objectives or overcome the challenges presented above, we could experience significant delays or an inability to successfully commercialize obicetrapib. Accordingly, we may not be able to generate sufficient revenues through the sale of obicetrapib to enable us to continue our business.

***We have never obtained approval for any product candidate, and may be unable to do so successfully.***

As a company, we have never progressed a product candidate through to regulatory approval. We have not previously submitted an NDA, an MAA or any similar drug approval filing to the FDA, the EMA or any comparable regulatory authority for any product candidate, and we cannot be certain that obicetrapib will be successful in clinical trials or receive regulatory approval. Further, obicetrapib may not receive regulatory approval even if it is successful in clinical trials. Even if we successfully obtain regulatory approvals to market our product candidate, our revenues will be dependent, to a significant extent, upon the size of the markets in the territories for which we gain regulatory approval and have commercial rights or share in revenues from the exercise of such rights. If the markets for patient subsets that we are targeting are not as significant as we estimate, we may not generate significant revenues from sales of such products, if approved.

Further, our clinical trials may require more time and incur greater costs than we anticipate. We cannot be certain that our planned clinical trials will begin or conclude on time, if at all. Large-scale trials require significant financial and management resources. Third-party clinical investigators do not operate under our control. Any performance failure on the part of such third parties could delay the clinical development of obicetrapib or delay or prevent us from obtaining regulatory approval or commercializing obicetrapib or future product candidates, depriving us of potential product revenue and resulting in additional losses.

***Clinical drug development involves a lengthy and expensive process with uncertain outcomes, and results of earlier studies and trials may not be predictive of future trial results, and our clinical trials may fail to adequately demonstrate the safety and efficacy of obicetrapib.***

Clinical testing is expensive and can take many years to complete, and its outcome is inherently uncertain. A failure of one or more of our clinical trials can occur at any time during the clinical trial process. We do not know whether future clinical trials, if any, will begin on time, need to be redesigned, enroll an adequate number of patients on time or be completed on schedule, if at all. Clinical trials can be delayed, suspended or terminated for a variety of reasons, including failure to:

- obtain allowance from the FDA or comparable foreign regulatory authorities in order to commence a trial;
- identify, recruit and train suitable clinical investigators;
- reach agreement on acceptable terms with prospective contract research organizations (“CROs”), and clinical trial sites, and have such CROs and sites effect the proper and timely conduct of our clinical trials;
- obtain and maintain institutional review board (“IRB”) approval, or comparable ethics committee (“EC”), approval in foreign jurisdictions, at each clinical trial site;
- identify, recruit and enroll suitable patients to participate in a trial;
- have a sufficient number of patients complete a trial or return for post-treatment follow-up;
- ensure patient compliance with the trial protocols;
- ensure clinical investigators and clinical trial sites observe trial protocol or continue to participate in a trial;
- address any patient safety concerns that arise during the course of a trial;
- address any conflicts with new or existing laws or regulations;
- add a sufficient number of clinical trial sites;
- manufacture sufficient quantities at the required quality of obicetrapib for use in clinical trials; or
- raise sufficient capital to fund a trial.

Product candidates like obicetrapib in later stages of clinical trials may fail to show the desired safety and efficacy traits despite having progressed through preclinical studies and earlier clinical trials. In addition to the safety and efficacy traits of any product candidate, clinical trial failures may result from a multitude of factors including flaws in trial design, dose selection, placebo effect and patient enrollment criteria. A number of companies in the pharmaceutical industry have suffered significant setbacks in advanced clinical trials due to lack of efficacy or adverse safety profiles, notwithstanding promising results in earlier trials, and it is possible that we will as well. Based upon negative or inconclusive results, we may decide, or regulators may require us, to conduct additional clinical trials or preclinical studies. In addition, data obtained from trials and studies are susceptible to varying interpretations, and regulators may not interpret our data as favorably as we do, which may delay, limit or prevent regulatory approval.

We may also encounter delays if a clinical trial is suspended or terminated by us or the IRBs or ECs of the institutions in which such trials are being conducted, the trial's data safety monitoring board (the "DSMB"), the FDA, the EMA or other comparable regulatory authorities. Such authorities may suspend or terminate one or more of our clinical trials due to a number of factors, including our failure to conduct the clinical trial in accordance with relevant regulatory requirements or clinical protocols, inspection of the clinical trial operations or trial site by the FDA, the EMA or other comparable regulatory authorities resulting in the imposition of a clinical hold, unforeseen safety issues or adverse side effects, a finding that the participants are being exposed to an unacceptable benefit-risk ratio, failure to demonstrate a benefit from using a drug, changes in governmental regulations or administrative actions or lack of adequate funding to continue the clinical trial.

In addition, disruptions caused by the COVID-19 pandemic may increase the likelihood that we encounter such difficulties or delays in initiating, enrolling, conducting or completing our planned and ongoing clinical trials, as applicable. If we experience delays in the initiation, enrollment or completion of any clinical trial of obicetrapib, or if any clinical trials of obicetrapib are cancelled, the commercial prospects of obicetrapib may be materially adversely affected, and our ability to generate product revenues will be delayed or not realized at all. In addition, any delays in completing our clinical trials may increase our costs and slow down our product candidate development and approval process. Any of these delays may significantly harm our business and financial condition. In addition, many of the factors that cause, or lead to, a delay in the commencement or completion of clinical trials may also ultimately lead to the denial of regulatory approval of obicetrapib.

***We depend on enrollment of subjects in our clinical trials for obicetrapib. If we experience delays or difficulties enrolling subjects in our clinical trials, our research and development efforts and business, financial condition and results of operations could be materially adversely affected.***

If we experience delays or difficulties in the enrollment of subjects in future clinical trials, our receipt of necessary regulatory approvals could be delayed or prevented. Trial costs have increased significantly following the COVID-19 pandemic and there may be delays in patient enrollment. The enrollment of subjects depends on many additional factors, including:

- the subject eligibility criteria defined in the protocol;
- the general willingness of subjects to enroll in the trial;
- patient compliance with the trial protocols;
- the sample size of the subjects required for analysis of the trial's primary endpoints;
- the proximity of subjects to trial sites;
- the design of the trial;
- our ability to recruit clinical trial investigators with the appropriate competencies and experience;
- clinicians' and subjects' perceptions as to the potential advantages of the product candidate being studied in relation to other available therapies, including any new therapies that may be approved for the indications we are investigating;

## Table of Contents

- the clinical site's ability to obtain and maintain subject consents; and
- clinical trial participants may not comply with clinical trial protocol procedures and instructions.

Our clinical trials may also compete with other clinical trials for product candidates that seek to treat cardio metabolic diseases, and this competition will reduce the number and types of subjects available to us, because some subjects who might have opted to enroll in our trials may instead opt to enroll in a clinical trial being conducted by one of our competitors. Since the number of qualified clinical investigators is limited, we may conduct some of our clinical trials at the same clinical trial sites that some of our competitors use, which will reduce the number of subjects who are available for our clinical trials in such clinical trial sites. Further, if patients are unwilling to enroll in our clinical trials because of the COVID-19 pandemic and restrictions on travel or healthcare institution policies or other impacts of the COVID-19 pandemic, the timeline for recruiting patients, conducting studies and obtaining regulatory approval of our product candidate may be delayed.

Delays in subject enrollment may result in increased costs or may affect the timing or outcome of the planned clinical trials, which could prevent completion of these trials and adversely affect our ability to advance the development of obicetrapib.

***Interim, "topline" 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 publicly disclose preliminary or "topline" data from our clinical trials, which is based on a preliminary analysis of then-available data, and the results and related findings and conclusions are subject to change following a more comprehensive review of the data related to the particular study or clinical trial. We also make assumptions, estimations, calculations and conclusions as part of our analyses of data, and we may not have received or had the opportunity to fully and carefully evaluate all data. As a result, the "topline" or preliminary results that we report may differ from future results of the same studies, or different conclusions or considerations may qualify such results, once additional data have been received and fully evaluated. "Topline" 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, "topline" data should be viewed with caution until the final data are available.

Additionally, we may also disclose interim data from our clinical trials. Interim 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 or as patients from our clinical trials continue other treatments for their disease. Adverse differences between preliminary or interim data and final data could significantly harm our business prospects. Further, disclosure of interim data by us or by our competitors could result in volatility in the price of our Ordinary Shares.

Further, others, including regulatory authorities and collaboration or regional partners, 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 our particular program, the approvability or commercialization of obicetrapib or any future product candidate and our company 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 material or otherwise appropriate information to include in our disclosure.

If the interim, "topline," 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, obicetrapib may be harmed, which could significantly harm our business, financial condition, results of operations and prospects.

***The regulatory approval processes of the FDA, the EMA and other comparable regulatory authorities are lengthy, time consuming and inherently unpredictable, and if we are ultimately unable to obtain regulatory approval for obicetrapib, our business will be substantially harmed.***

The research, development, testing, manufacturing, labeling, packaging, approval, promotion, advertising, storage, recordkeeping, marketing, distribution, post-approval monitoring and reporting, and export and import of drug products are subject to extensive regulation by the FDA, the EMA and other comparable regulatory authorities in other countries. These regulations differ from country to country. We have not yet obtained regulatory approval to market obicetrapib in the United States or any other country, but plan to seek approval of obicetrapib in the United States, the EU, the United Kingdom, Japan and China. To gain approval to market obicetrapib, we must provide clinical trial data that adequately demonstrate the safety and efficacy of the product for the intended indication.

We cannot be certain of the timely completion or outcome of any of our future preclinical testing and studies, if any, on obicetrapib. We cannot be sure that the FDA, local regulatory authorities in the EU or other comparable regulatory authorities (including the Medicines and Healthcare products Regulatory Agency in the United Kingdom (“MHRA”), the Japan Pharmaceuticals and Medical Devices Agency in Japan (“PMDA”) and the China National Medical Products Administration in China (“NMPA”)) will accept the outcome of our preclinical testing and studies as sufficient to support the submission of an IND, clinical trial authorizations (“CTAs”) or similar applications for any of our programs which may result in us being unable to submit INDs, CTAs or similar applications or result in FDA, local regulatory authorities in the EU or other comparable regulatory authority refusing to allow clinical trials to begin. Furthermore, Phase 3 clinical trials often produce unsatisfactory results even though prior clinical trials were successful. Moreover, the results of clinical trials may be unsatisfactory to the FDA, the EMA, the MHRA, the PMDA, the NMPA or other comparable regulatory authorities even if we believe those clinical trials to be successful. The FDA, the EMA, the MHRA, the PMDA, the NMPA or other comparable regulatory authorities may suspend one or all of our clinical trials or require that we conduct additional clinical, preclinical, manufacturing, validation or drug product quality studies and submit that data before considering or reconsidering any NDA or comparable foreign regulatory application that we may submit. Depending on the extent of these additional studies, approval of any applications that we submit may be significantly delayed or may cause the termination of such programs, or may require us to expend more resources than we have available. The FDA, the EMA, the MHRA, the PMDA, the NMPA or other comparable regulatory authorities can delay, limit or deny approval of our product candidate for many reasons, including:

- our inability to satisfactorily demonstrate that obicetrapib is safe and effective for the target indication;
- the FDA, the EMA, the MHRA, the PMDA, the NMPA or other comparable regulatory authorities may disagree with our clinical trial protocol, the interpretation of data from preclinical studies or clinical trials, or adequate conduct and control of clinical trials;
- the results of clinical trials may not meet the level of statistical significance required by the FDA, the EMA, the MHRA, the PMDA, the NMPA or other comparable regulatory authorities for approval;
- the population studied in the clinical trials may not be sufficiently broad or representative to assess safety in the patient population for which we seek approval;
- the results of clinical trials may not meet the level of statistical significance required by the FDA, the EMA, the MHRA, the PMDA, the NMPA or other comparable regulatory authorities for approval;
- our inability to demonstrate that clinical or other benefits of obicetrapib outweigh any safety or other perceived risks;
- determination by the FDA, the EMA, the MHRA, the PMDA, the NMPA or other comparable regulatory authorities that additional preclinical studies or clinical trials are required;
- the FDA, the EMA, the MHRA, the PMDA, the NMPA or other comparable regulatory authorities may fail to approve of the formulation, labeling or the specifications of obicetrapib;

## Table of Contents

- the FDA, the EMA, the MHRA, the PMDA, the NMPA or other comparable regulatory authorities may fail to accept the manufacturing processes or facilities of third-party manufacturers with which we contract;
- the FDA, the EMA, the MHRA, the PMDA, the NMPA or other comparable regulatory authorities may fail to approve the manufacturing processes or facilities of third-party manufacturers with which we contract for clinical and commercial supplies or such processes or facilities may not pass a pre-approval inspection;
- the potential for approval policies or regulations of the FDA, the EMA, the MHRA, the PMDA, the NMPA or other comparable regulatory authorities to significantly change or differ from another in a manner rendering our clinical data insufficient for approval; or
- resistance to approval from the FDA's advisory committee for any reason including safety or efficacy concerns.

Even if we eventually complete clinical testing and receive approval of any regulatory filing for obicetrapib, the FDA, the EMA or other comparable regulatory authorities (including the MHRA in the United Kingdom, the PMDA in Japan and the NMPA in China) may grant approval contingent on the performance of costly and potentially time-consuming additional post-approval clinical trials or subject to restrictive risk mitigation or surveillance requirements. The FDA, the EMA or other comparable regulatory authorities may also approve obicetrapib for a more limited indication or a narrower patient population than we originally requested, and the FDA may not approve the labeling that we believe is necessary or desirable for the successful commercialization of obicetrapib. To the extent we seek regulatory approval in other foreign countries, we may face challenges similar to those described above with regulatory authorities in applicable jurisdictions.

We and our collaborator(s) are not permitted to market or promote obicetrapib before we receive regulatory approval from the FDA, the EMA, the MHRA, the PMDA, the NMPA or comparable regulatory authorities in other countries, and we may never receive such regulatory approval for obicetrapib to allow us to successfully commercialize our product. If we do not receive regulatory approval with the necessary conditions to allow successful commercialization, we will not be able to generate revenue from obicetrapib in the United States or other countries in the foreseeable future, or at all. Any delay in obtaining, or inability to obtain, applicable regulatory approval for obicetrapib would delay or prevent commercialization of our obicetrapib and could thus negatively impact our business, results of operations and prospects.

***Our ongoing clinical trials are subject to delays or failures, which could result in increased costs to us and could delay, prevent or limit our ability to obtain regulatory approval for obicetrapib, which could have an adverse impact on our business.***

In addition to our Phase 3 lipid-lowering clinical trials for obicetrapib, we are currently conducting a cardiovascular outcomes trial ("CVOT"), in patients with atherosclerotic cardiovascular disease ("ASCVD"), and a Phase 2a clinical trial of obicetrapib in patients suffering from Alzheimer's disease. The completion of this clinical trial or any of our other ongoing or future clinical studies may be delayed for a number of reasons, including:

- the FDA, EMA or any other regulatory authority may not agree to the clinical trial design or overall program;
- the FDA, EMA or any other regulatory authority may place a clinical trial on hold;
- delays in reaching or failing to reach 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 clinical trial sites;
- inadequate quantity or quality of a product candidate or other materials necessary to conduct clinical studies;



## Table of Contents

- difficulties or delays obtaining IRB or EC approval to conduct a clinical trial at a prospective site or sites;
- severe or unexpected drug-related side effects experienced by patients in a clinical trial, including instances of muscle pain or weakness or other side effects;
- reports from preclinical or clinical testing of other cardio metabolic therapies that raise safety or efficacy concerns; and
- difficulties retaining patients who have enrolled in a clinical trial but may be prone to withdraw due to rigors of the clinical trial, lack of efficacy, side effects, personal issues or loss of interest.

In addition, a clinical trial may be suspended or terminated by us, the FDA, the EMA, the IRBs or ECs at the sites where the IRBs or ECs are overseeing a clinical trial, a DSMB overseeing the clinical trial at issue or any other regulatory authorities due to a number of factors, including, among others:

- failure to conduct the clinical trial in accordance with regulatory requirements or our clinical protocols;
- inspection of the clinical trial operations or clinical trial sites by the FDA, EMA or any other regulatory authorities that reveals deficiencies or violations that require us to undertake corrective action, including the imposition of a clinical hold;
- unforeseen safety issues;
- changes in government regulations or administrative actions;
- problems with clinical supply materials; and
- lack of adequate funding to continue the clinical trial.

Any such delays in our clinical trials could result in increased costs to us and delay, prevent or limit our ability to obtain regulatory approvals.

***Obicetrapib may produce undesirable side effects that we may not have detected in our previous preclinical studies and clinical trials. This could prevent us from gaining approval or market acceptance, including broad physician adoption, for our product candidate if approved, or from maintaining such approval and acceptance, and could substantially increase commercialization costs and even force us to cease operations.***

As with most pharmaceutical products, use of obicetrapib may be associated with side effects or adverse events that can vary in severity and frequency. Side effects or adverse events associated with the use of obicetrapib may be observed at any time, including in clinical trials or once a product is commercialized, and any such side effects or adverse events may negatively affect our ability to obtain regulatory approval or market obicetrapib. We cannot assure you that we will not observe drug-related serious adverse events in the future or that the FDA, the EMA, the MHRA, the PMDA, the NMPA or other comparable regulatory authorities will not determine them to be as such. Side effects such as toxicity or other safety issues associated with the use of obicetrapib could require us to perform additional studies or halt development or sale of obicetrapib or expose us to product liability lawsuits, which will harm our business.

Furthermore, our current Phase 3 clinical trials for obicetrapib involve a larger patient base than that previously studied, and the commercial marketing of obicetrapib, if approved, will further expand the clinical exposure of the drug to a wider and more diverse group of patients than those participating in the clinical trials, which may identify undesirable side effects caused by our product that were not previously observed or reported.

The FDA, the EMA and other comparable regulatory authority regulations require that we report certain information about adverse medical events if our product may have caused or contributed to those adverse events. The timing of our obligation to report would be triggered by the date upon which we become aware of the

## Table of Contents

adverse event as well as the nature and severity of the event. We may fail to report adverse events of which we become aware within the prescribed timeframe. We may also fail to appreciate that we have become aware of a reportable adverse event, especially if it is not reported to us as an adverse event or if it is an adverse event that is unexpected or removed in time from the use of our product. If we fail to comply with our reporting obligations, the FDA, the EMA, the MHRA, the PMDA, the NMPA or other comparable regulatory authority could take action including enforcing a hold on or cessation of clinical trials, withdrawal of approved drugs from the market, criminal prosecution, the imposition of civil monetary penalties or seizure of our product.

Additionally, in the event we discover the existence of adverse medical events or side effects caused by obicetrapib, a number of other potentially significant negative consequences could result, including:

- our inability to file an NDA or similar application for obicetrapib because of insufficient benefit-risk profile, or the denial of such application by the FDA, the EMA or other comparable regulatory authorities;
- the FDA, the EMA or other comparable regulatory authorities suspending or withdrawing their approval of the product;
- the FDA, the EMA or other comparable regulatory authorities requiring the addition of labeling statements, such as warnings or contraindications or distribution and use restrictions;
- the FDA, the EMA or other comparable regulatory authorities requiring us to issue specific communications to healthcare professionals, such as letters alerting them to new safety information about our product, changes in dosage or other important information;
- the FDA, the EMA or other comparable regulatory authorities issuing negative publicity regarding the affected product, including safety communications;
- our being limited with respect to the safety-related claims that we can make in our marketing or promotional materials;
- our being required to change the way the product is administered, conduct additional preclinical studies or clinical trials, or restrict or cease the distribution or use of the product; and
- our being sued and held liable for harm caused to patients.

Any of these events could prevent us from achieving approval or market acceptance of obicetrapib and could substantially increase commercialization costs or even force us to cease operations. We cannot assure you that we will resolve any issues related to any product-related adverse events to the satisfaction of the FDA, the EMA or other comparable regulatory authority in a timely manner or ever, which could harm our business, prospects and financial condition.

***We conduct clinical trials for our product candidates outside the United States, and the FDA and comparable foreign regulatory authorities may not accept data from such trials, in which case our development plans in the U.S. and applicable foreign jurisdictions may be delayed, which could materially harm our business.***

Our ongoing clinical trials are being undertaken both within and outside the United States, and we intend to conduct portions of our future clinical trials outside the United States. The acceptance of clinical trial data by the FDA, EMA or other comparable foreign regulatory authority from clinical trials conducted outside of their respective jurisdictions may be subject to certain conditions, or may not be accepted at all. In cases where data from foreign clinical trials are intended to serve as the basis for marketing approval in the United States, the FDA will generally not approve the application on the basis of foreign data alone unless (i) the data are applicable to the U.S. population and U.S. medical practice; and (ii) the trials were performed by clinical investigators of recognized competence and pursuant to good clinical practice (“GCP”) regulations. Additionally, the FDA’s clinical trial requirements, including sufficient size of patient populations and statistical powering, must be met. Many foreign regulatory authorities have similar approval requirements. In cases where data from foreign

## Table of Contents

clinical trials are intended to serve as the basis for marketing authorizations in the EU, the EMA and/or local regulatory authorities in EU Member States require that such clinical trials follow the principles that are equivalent to the clinical trial requirements set out under relevant EU legislation, including with respect to ethical and GCP standards. In addition, such foreign trials would be subject to the applicable local laws of the foreign jurisdictions where the trials are conducted. There can be no assurance that any United States or foreign regulatory authority would accept data from clinical trials conducted outside of its applicable jurisdiction. If the FDA, EMA or any applicable foreign regulatory authority does not accept such data, it would result in the need for additional clinical trials, which would be costly and time-consuming and delay aspects of our business plan, and which may result in our product candidates not receiving approval or clearance for commercialization in the applicable jurisdiction.

***Disruptions at the FDA and other regulatory 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 developed, approved or commercialized in a timely manner or at all, which could negatively impact our business.***

The ability of the FDA to review and clear or approve new products 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 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 medical devices or modifications to be cleared or approved by 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 authorities, such as the FDA, have had to furlough critical FDA employees and stop critical activities.

Separately, in response to the COVID-19 pandemic, on March 10, 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, in July 2020, the FDA resumed certain on-site inspections of domestic manufacturing facilities subject to a risk-based prioritization system, which it utilized to assist in determining when and where it was safest to conduct prioritized domestic inspections. In May 2021, the FDA outlined a detailed plan to move toward a more consistent state of inspectional operations, and in July 2021, the FDA resumed standard inspectional operations of domestic facilities and was continuing to maintain this level of operation as of September 2021. More recently, the FDA has continued to monitor and implement changes to its inspectional activities to ensure the safety of its employees and those of the firms it regulates as it adapts to the evolving COVID-19 pandemic. 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.

***Even if we receive regulatory approval for obicetrapib or our future product candidates, we will be subject to ongoing regulatory obligations and continued regulatory review, which may result in significant additional expenses, limit or withdraw regulatory approval and subject us to penalties if we fail to comply with applicable regulatory requirements.***

Any regulatory approvals that we receive for obicetrapib or future product candidates may also be subject to limitations on the approved indicated uses for which the product may be marketed or to the conditions of

## Table of Contents

approval, or contain requirements for potentially costly post-marketing testing, including Phase 4 clinical trials, risk mitigation and surveillance to monitor the safety and efficacy of the product candidate, and we may be required to include labeling that includes significant use or distribution restrictions or significant safety warnings, including boxed warnings. Such requirements could negatively impact us by reducing revenues or increasing expenses, and cause the approved product not to be commercially viable. Absence of long-term safety data may further limit the approved uses of our product, if any.

If the FDA, the EMA or other comparable regulatory authority approves obicetrapib, the manufacturing processes, labeling, packaging, distribution, adverse event reporting, storage, advertising, promotion and recordkeeping for the product will be subject to extensive and ongoing regulatory requirements. These requirements include submissions of safety and other post-marketing information and reports, registration requirements and continued compliance with current good manufacturing practices (“cGMPs”) and GCPs for any clinical trials that we conduct post-approval. For certain commercial prescription drug products, manufacturers and other parties involved in the supply chain must also meet chain of distribution requirements and build electronic, interoperable systems for product tracking and tracing and for notifying the FDA of counterfeit, diverted, stolen and intentionally adulterated products or other products that are otherwise unfit for distribution in the United States. The EU similarly has in force falsified medicines rules, which require appropriate packaging, labeling, registration and tracking of certain medicinal products to ensure the detection of counterfeit medicinal products, and associated reporting requirements. Later discovery of previously unknown problems with a product, including adverse events of unanticipated severity or frequency, or with our third-party manufacturers or manufacturing processes, or failure to comply with regulatory requirements, may result in, among other things:

- suspension or imposition of restrictions on operations, including costly new manufacturing requirements;
- restrictions on the marketing or manufacturing of the product, withdrawal of the product from the market, or voluntary product recalls;
- fines, untitled or warning letters or holds on clinical trials;
- refusal by the FDA, the EMA or other comparable regulatory authority to approve pending applications or supplements to approved applications filed by us, or suspension or revocation of product approvals;
- product seizure or detention, or refusal to permit the import or export of products; and
- injunctions or the imposition of civil or criminal penalties.

Moreover, if obicetrapib is approved, our product labeling, advertising and promotion will be subject to regulatory requirements and continuing regulatory review. The FDA strictly regulates the promotional claims that may be made about drug 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.

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 obicetrapib, and harm our business, financial condition and results of operations.

In addition, the policies of the FDA, the EMA, the MHRA, the PMDA, the NMPA and other comparable regulatory authorities may change and additional government regulations may be enacted that could prevent, limit or delay regulatory approval of obicetrapib. Costs arising out of any regulatory developments could be time-consuming and expensive and could divert management resources and attention and, consequently, could adversely affect our business, financial condition and results of operations. If we are slow or unable to adapt to changes in existing requirements or the adoption of new requirements or policies, or if we are not able to maintain regulatory compliance, we may lose any marketing approval that we may have obtained, which would adversely affect our business, prospects and ability to achieve or sustain profitability.

***We are developing obicetrapib in combination with other therapies, and safety or supply issues with combination products may delay or prevent development and approval of our combination product candidates.***

We are developing obicetrapib in combination with one or more approved therapies. For example, we are evaluating obicetrapib in combination with ezetimibe, including the combination on top of high intensity statin therapy. Even if any product candidate we develop were to receive marketing approval or be commercialized for use in combination with other existing therapies, we would continue to be subject to the risks that the FDA, the EMA, the MHRA, the PMDA, the NMPA or other comparable regulatory authorities could revoke approval of the therapy used in combination with our product or that safety, efficacy, manufacturing or supply issues could arise with any of those existing therapies. If the therapies we use in combination with our product candidate are replaced as the standard of care for the indications we choose for any of our product candidate, the FDA, the EMA, the MHRA, the PMDA, the NMPA or other comparable regulatory authorities may require us to conduct additional clinical trials. The occurrence of any of these risks could result in our own product, if approved, being removed from the market or being less successful commercially.

We also may evaluate our product candidate or any future product candidates in combination with one or more therapies that have not yet been approved for marketing by the FDA, the EMA, the MHRA, the PMDA, the NMPA or other comparable regulatory authorities. We will not be able to market and sell any product candidate we develop in combination with an unapproved therapy if that unapproved therapy does not ultimately obtain marketing approval. In addition, unapproved therapies face the same risks described with respect to our product candidate currently in development, including the potential for serious adverse effects, delay in their clinical trials and lack of FDA, EMA, MHRA, PMDA or NMPA approval.

If the FDA, the EMA, the MHRA, the PMDA, the NMPA or other comparable regulatory authorities do not approve these other therapies or revoke their approval of, or if safety, efficacy, manufacturing or supply issues arise with, the therapies we choose to evaluate in combination with our product candidates, we may be unable to obtain approval of or market any such product candidate.

***If we are not successful in our efforts to discover and develop additional product candidates, we may be unable to grow our business.***

We may elect to build a pipeline of product candidates and progress these product candidates through clinical development for the treatment of a variety of diseases. We also intend to evaluate additional potential indications for obicetrapib and may choose to in-license or acquire other product candidates or commercial products to treat patients suffering from other cardio metabolic diseases with significant unmet medical needs. Even if we are successful in building our pipeline, the potential product candidates that we identify may not be suitable for clinical development, including as a result of being shown to have harmful side effects or other characteristics that indicate that they are unlikely to be products that will receive marketing approval and achieve market acceptance. In addition, we cannot assure you that any such products that are approved will be manufactured or produced economically, successfully commercialized or widely accepted in the marketplace or be more effective than other commercially available alternatives. We may opportunistically pursue a strategy that would entail in-licensing additional product candidates. We may also become reliant on the research efforts of third parties for any such product candidates that we do not intend to conduct preclinical studies or early-stage clinical trials for. If we do not successfully develop and begin to commercialize product candidates, we will face difficulty in obtaining product revenues in future periods, which could result in significant harm to our financial position and potential for growth and adversely affect the price of the Ordinary Shares.

***We may expend our limited resources to pursue a particular product candidate or indication and fail to capitalize on product candidates or indications that may be more profitable or for which there is a greater likelihood of success.***

Because we have limited financial and management resources, we are currently primarily focused on the development of obicetrapib for cardiometabolic diseases and we may forego or delay pursuit of opportunities

## Table of Contents

with other product candidates or for other indications for obicetrapib that later prove to have greater commercial potential. Our resource allocation decisions may cause us to fail to capitalize on viable commercial product candidates or profitable market opportunities. Our spending on current and future development programs and product candidates for specific indications may not yield any commercially viable products. 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 cases in which it would have been more advantageous for us to retain sole development and commercialization rights to such product candidate.

***Even if we obtain and maintain approval for our current and future product candidates from a regulatory authority in one or more jurisdictions, we may nevertheless be unable to obtain approval for our product candidates outside of those jurisdictions, which would limit our market opportunities and could harm our business.***

Approval of a product candidate by one regulatory authority in any jurisdiction does not ensure approval of such product candidate by regulatory authorities in other countries or jurisdictions. Even if one regulatory authority grants marketing approval for a product candidate, comparable regulatory authorities of other countries also must approve the manufacturing and marketing of the product candidate in those countries. Approval procedures vary among jurisdictions and can involve requirements and administrative review periods different from, and more onerous than, those in the United States, including additional preclinical studies or clinical trials. In many countries outside the United States, a product candidate must be approved for reimbursement before it can be approved for sale in that country. In some cases, the price that we intend to charge for any product candidates, if approved, is also subject to approval. Obtaining approval for obicetrapib or any future product candidate in the EU from the European Commission following the opinion of the EMA or in other foreign jurisdictions, if we choose to submit a marketing authorization application there, would be a lengthy and expensive process. Even if a product candidate is approved, the FDA, the EMA or other foreign regulatory authorities, as the case may be, may limit the indications for which the drug may be marketed, require extensive warnings on the drug labeling or require expensive and time-consuming additional clinical trials or reporting as conditions of approval. Obtaining foreign regulatory approvals and compliance with foreign regulatory requirements could result in significant delays, difficulties and costs for us and could delay or prevent the introduction of obicetrapib or any future product candidate in certain countries.

***Obicetrapib, if approved, will face significant competition from competing therapies and our failure to compete effectively may prevent us from achieving significant market penetration.***

The biopharmaceutical industry is intensely competitive and subject to rapid and significant technological change. Our potential competitors include large and experienced companies that enjoy significant competitive advantages over us, such as greater financial, research and development, manufacturing, personnel and marketing resources, greater brand recognition and more experience and expertise in obtaining marketing approvals from the FDA, the EMA and other comparable regulatory authorities. These companies may develop new drugs to treat the indications that we target, or seek to have existing drugs approved for use for the treatment of the indications that we target.

We are aware that DalCor Pharmaceuticals (“DalCor”) may continue to develop its cardio metabolic disease-modifying product candidate. We believe, however, that their focus will be on developing in a small genetic subpopulation unlike our focus on patients at high cardiovascular risk with residual elevation of LDL. If obicetrapib is approved, our main competitor will be the current therapies on the market, such as PSC9 injectables from Amgen Inc., Regeneron Pharmaceuticals, Inc. and Novartis International AG.

Competition may increase further as a result of advances in the commercial applicability of technologies and greater availability of capital for investment in this industry. Our competitors may succeed in developing,

## Table of Contents

acquiring or licensing on an exclusive basis products that are more effective or less costly than our product candidate.

*Any approved products may fail to achieve the degree of market acceptance by physicians, patients, hospitals, healthcare payors and others in the medical community necessary for commercial success.*

Even if we obtain FDA, EMA or other foreign regulatory approvals for our product candidate, the commercial success of obicetrapib will depend significantly on their broad adoption and use by physicians for approved indications. The degree and rate of physician and patient adoption of obicetrapib, if approved, will depend on a number of factors, including:

- the clinical indications for which obicetrapib is approved;
- the prevalence and severity of adverse side effects;
- the pricing and extent to which the costs of obicetrapib are reimbursed by third-party payors, and patients' willingness to pay for obicetrapib;
- physicians' satisfaction with, and acceptance by the medical community and patients of, the efficacy and safety results of obicetrapib results as demonstrated in clinical trials;
- patient satisfaction with the results and administration of obicetrapib and overall treatment experience, including relative convenience, ease of use and avoidance of, or reduction in, adverse side effects;
- the extent to which physicians recommend obicetrapib to patients;
- physicians' and patients' willingness to adopt new therapies in lieu of other products or treatments;
- the timing of market introduction of obicetrapib as well as competitive products;
- the convenience of prescribing and initiating patients on obicetrapib;
- relative convenience and ease of administration of obicetrapib;
- the cost of treatment, safety and efficacy in relation to alternative treatments, including any similar generic treatments;
- the revenues and profitability that obicetrapib will offer physicians as compared to alternative therapies; and
- the effectiveness of our sales and marketing efforts.

If obicetrapib is approved for use but fails to achieve the broad degree of physician adoption and market acceptance necessary for commercial success, we will not be able to generate significant revenues, and we may not become or remain profitable.

### **Risks Related to Our Collaboration With or Reliance on Third Parties**

*We currently contract with third-party contractors, and in some cases, a single contractor, for all aspects of the manufacturing of obicetrapib for clinical trials, and expect to continue to do so to support commercial scale production of obicetrapib, if approved. There are significant risks associated with contracting with third-party suppliers, including their ability to meet the increased need that may result from our potential commercialization efforts. This increases the risk that we will not have sufficient quantities of obicetrapib or be able to obtain such quantities at an acceptable cost, which could delay, prevent or impair our development or commercialization efforts.*

We currently rely on third-party contract manufacturers and suppliers for all of our required raw materials, active ingredients and finished products for our clinical trials. Because there are a limited number of suppliers for the raw materials that we use to manufacture our product candidate, we may need to engage alternate suppliers to

## [Table of Contents](#)

prevent a possible disruption of the manufacture of the materials necessary to produce our product candidate for our clinical trials, and if approved, ultimately for commercial sale. We do not have any control over the availability of raw materials. If we or our manufacturers are unable to purchase these raw materials on acceptable terms, at sufficient quality levels or in adequate quantities, if at all, the development and commercialization of our product candidate or any future product candidates would be delayed, or there would be a shortage in supply, which would impair our ability to meet our development objectives for our product candidates or generate revenues from the sale of any approved products. We also currently rely on a single supplier for our active ingredient and finished product for obicetrapib. While we believe that alternative sources of supply exist, there can be no assurance that we will be able to quickly establish additional or replacement sources if needed, and a reduction or interruption in supply could adversely affect our ability to manufacture our product candidate in a timely or cost-effective manner.

We expect to continue to rely on these or other subcontractors and suppliers to support our commercial requirements if obicetrapib or any of our other product candidates is approved for marketing by the FDA, the EMA or other comparable regulatory authorities. We plan to continue to rely on third parties for the raw materials, compounds and components necessary to produce our product candidates and for our clinical trials.

Our continuing reliance on third-party contract manufacturers and suppliers entails a number of risks, including reliance on the third party for regulatory compliance and quality assurance, the possible breach of the manufacturing or supply agreement by the third party, and the possible termination or nonrenewal of the agreement by the third party at a time that is costly or inconvenient for us. In addition, third-party contract manufacturers and suppliers may not be able to comply with cGMP requirements, or similar regulatory requirements outside the United States. If any of these risks transpire, we may be unable to timely retain alternate subcontractors or suppliers on acceptable terms and with sufficient quality standards and production capacity, which may disrupt and delay our clinical trials or the manufacture and commercial sale of our product candidate, if approved.

Our failure or the failure of our third-party contract manufacturers and suppliers to comply with applicable regulations could result in sanctions being imposed on us, including fines, injunctions, civil penalties, delays, suspension or withdrawal of approvals, license revocation, seizures or recalls of products, operating restrictions and criminal prosecutions, any of which could significantly and adversely affect supplies of obicetrapib or any of our other product candidates that we may develop. Any failure or refusal to supply or any interruption in supply of the components for obicetrapib or any other product candidates or products that we may develop could delay, prevent or impair our clinical development or commercialization efforts.

***The manufacture of pharmaceutical products is complex and manufacturers often encounter difficulties in production. If we or any of our third-party manufacturers encounter any difficulties, our ability to provide obicetrapib or any future product candidates for clinical trials, or to patients if approved, and the development or commercialization of obicetrapib or any future product candidates could be delayed or stopped.***

The manufacture of pharmaceutical products is complex and requires significant expertise and capital investment, including the development of advanced manufacturing techniques and process controls. We and our contract manufacturers must comply with cGMP requirements. Manufacturers of pharmaceutical products often encounter difficulties in production, particularly in scaling up and validating initial production and contamination controls. These problems include difficulties with production costs and yields, quality control, including stability of the product, quality assurance testing, operator error, shortages of qualified personnel, as well as compliance with strictly enforced federal, state and foreign regulations. Furthermore, 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.

We cannot assure you that any stability or other issues relating to the manufacture of obicetrapib or any future product candidate will not occur in the future. As the manufacturing processes are scaled up, they may reveal



## Table of Contents

manufacturing challenges or previously unknown impurities that could require resolution in order to proceed with our planned clinical trials and obtain regulatory approval for the commercial marketing of our products. In the future, we may identify manufacturing issues or impurities that could result in delays in the clinical program and regulatory approval for obicetrapib or any future product candidate, increases in our operating expenses or failure to obtain or maintain approval for obicetrapib or any future product candidate. Our reliance on third-party manufacturers entails risks, including the following:

- the inability to meet our product candidate specifications, including product formulation, and quality requirements consistently;
- a delay or inability to procure or expand sufficient manufacturing capacity;
- manufacturing and product quality issues, including those related to scale-up of manufacturing;
- costs and validation of new equipment and facilities required for scale-up;
- a failure to comply with cGMP and similar quality standards;
- the inability to negotiate manufacturing agreements with third parties under commercially reasonable terms;
- termination or nonrenewal of manufacturing agreements with third parties in a manner or at a time that is costly or damaging to us;
- the reliance on a limited number of sources, and in some cases, single sources for key materials, such that if we are unable to secure a sufficient supply of these key materials, we will be unable to manufacture and sell obicetrapib in a timely fashion, in sufficient quantities or under acceptable terms;
- the lack of qualified backup suppliers for those materials that are currently or in the future purchased from a sole or single source supplier;
- 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;
- resource constraints, including as a result of labor disputes or unstable political environments;
- carrier disruptions or increased costs that are beyond our control; and
- the failure to deliver our products under specified storage conditions and in a timely manner.

If we or our third-party manufacturers were to encounter any of these difficulties, and in particular where we rely on a single manufacturer, our ability to provide obicetrapib or any future product candidate to patients in clinical trials and products to patients, once approved, would be jeopardized. Any delay or interruption in the supply of clinical trial supplies could delay the initiation or completion of clinical trials, increase the costs associated with maintaining clinical trial programs and, depending upon the period of delay, require us to commence new clinical trials at additional expense or terminate clinical trials completely. These events could impact our ability to obtain regulatory approval or successfully commercialize obicetrapib or any future product candidate. Some of these events could be the basis for FDA, EMA or other comparable regulatory authorities' action, including injunction, recall, seizure, or total or partial suspension of production. Any adverse developments affecting clinical or commercial manufacturing of obicetrapib or any future product candidate may result in shipment delays, inventory shortages, lot failures, product withdrawals or recalls, or other interruptions in the supply of our product candidates. We may also have to take inventory write-offs and incur other charges and expenses for products that fail to meet specifications, undertake costly remediation efforts or seek more costly manufacturing alternatives. Accordingly, failures or difficulties faced at any level of our supply chain could materially adversely affect our business and delay or impede the development and commercialization of obicetrapib or any future product candidate and could have a material adverse effect on our business, prospects, financial condition and results of operations.

***We rely, and expect to continue to rely, on third parties and consultants to assist us in conducting our clinical trials, including our Phase 3 clinical trials for obicetrapib. If these third parties or consultants do not successfully carry out their contractual duties or meet expected deadlines, we may be unable to obtain regulatory approval for or commercialize obicetrapib, if approved.***

We do not have the ability to independently conduct many of our clinical trials. We rely on medical institutions, clinical investigators, contract laboratories and other third parties, such as CROs, to conduct clinical trials on obicetrapib. Third parties play a significant role in the conduct of our clinical trials and the subsequent collection and analysis of data. These third parties are not our employees and, except for remedies available to us under our agreements, we have limited ability to control the amount or timing of resources that any such third party will devote to our clinical trials. If our CROs or any other third parties upon which we rely for administration and conduct of our clinical trials do not successfully carry out their contractual duties or obligations or meet expected deadlines, if they need to be replaced or if the quality or accuracy of the clinical data they obtain is compromised due to the failure to adhere to our clinical protocols, regulatory requirements, or for other reasons, or if they otherwise perform in a substandard manner, our clinical trials may be extended, delayed, suspended or terminated, and we may not be able to complete development of, obtain regulatory approval for, or successfully commercialize obicetrapib.

We and the third parties upon whom we rely are required to comply with GCP, which are regulations and guidelines enforced by regulatory authorities around the world for products in clinical development. Regulatory authorities enforce these GCP regulations through periodic inspections of clinical trial sponsors, principal investigators and clinical trial sites. If we or our third parties fail to comply with applicable GCP regulations, the clinical data generated in our clinical trials may be deemed unreliable and our submission of marketing applications may be delayed or the regulatory authorities may require us to perform additional clinical trials before approving our marketing applications. We cannot assure you that, upon inspection, a regulatory authority will determine that any of our clinical trials comply or complied with applicable GCP regulations. In addition, our clinical trials must be conducted with material produced under current cGMP regulations, which are enforced by regulatory authorities. Our failure to comply with these regulations may require us to repeat clinical trials, which would delay the regulatory approval process. Moreover, our business may be impacted if our CROs, clinical investigators or other third parties violate federal or state fraud and abuse or false claims laws and regulations or healthcare privacy and security laws.

The COVID-19 pandemic and government measures taken in response may also have an impact on our CROs, including due to travel or quarantine policies or prioritization of resources toward the pandemic, and any disruption in their performance would affect our ability to complete our clinical trials.

In order for our clinical trials to be carried out effectively and efficiently, it is imperative that our CROs and other third parties communicate and coordinate with one another. Moreover, our CROs and other third parties may also have relationships with other commercial entities, some of which may compete with us. Our CROs and other third parties may terminate their agreements with us immediately under certain circumstances, such as upon 30 days' notice or immediately upon a material breach. If our CROs or other third parties conducting our clinical trials do not perform their contractual duties or obligations, experience work stoppages, do not meet expected deadlines, terminate their agreements with us or need to be replaced, or if the quality or accuracy of the clinical data they obtain is compromised due to the failure to adhere to our clinical trial protocols or GCPs, or for any other reason, we may need to conduct additional clinical trials or enter into new arrangements with alternative CROs, clinical investigators or other third parties. We may be unable to enter into arrangements with alternative CROs on commercially reasonable terms, or at all. Switching or adding CROs, clinical investigators or other third parties can involve substantial cost and require extensive management time and focus. In addition, there is a natural transition period when a new CRO commences work. As a result, delays may occur, which can impact our ability to meet our desired clinical development timelines. Although we carefully manage our relationship with our CROs, clinical investigators and other third parties, there can be no assurance that we will not encounter such challenges or delays in the future or that these delays or challenges will not have a negative impact on our business, prospects, financial condition or results of operations.

## [Table of Contents](#)

***We currently intend to rely on our collaboration with Menarini, for the commercialization of obicetrapib, if approved, in certain European areas. Failure or delay of Menarini to fulfill all or part of its obligations to us under the Menarini License, a breakdown in collaboration between the parties or a complete or partial loss of this relationship could materially harm our business if obicetrapib is approved in the relevant jurisdictions.***

While we currently plan to commercialize our own products, if approved, in the United States, we entered into the Menarini License, an exclusive license agreement, on June 23, 2022 to obtain and maintain regulatory approvals, commercialize and undertake local development, in each case with respect to obicetrapib either as a sole active ingredient product or in a fixed dose combination with ezetimibe for any use, in certain areas of Europe, as set forth in the Menarini License. Our collaboration with Menarini is critical in these areas on our own business, as we do not currently have the internal capacity to market, sale and distribute obicetrapib, if approved, in Europe. Pursuant to the Menarini License, Menarini is responsible for communications with regulatory authorities for the commercialization and local development of obicetrapib in certain areas of Europe, if approved, and other collaborative activities. Menarini must commercialize obicetrapib pursuant to a commercialization plan agreed between the parties and is obligated to use commercially reasonable efforts to commercialize obicetrapib so as to maximize net sales, provided that Menarini has sole discretion to set the price of the products.

Either party has the right in certain circumstances to terminate the collaboration pursuant to the terms of the Menarini License, including in the case (i) of a material breach by the other party, (ii) that a relevant regulatory authority prohibits Menarini to pursue the commercialization of obicetrapib due to safety or efficacy concerns, or (iii) of insolvency of either party. If Menarini delays or fails to perform its obligations under the Menarini License, such as a delay in the anticipated commercial launch, disagrees with our interpretation of the terms of the collaboration or terminates the Menarini License, the commercialization of obicetrapib, if approved, could be significantly adversely affected and our prospects in Europe will be materially harmed.

We may not be able to meet our obligations under the Menarini License. Additionally, if we do not reach certain milestones as set forth in the Menarini License, we will not receive the milestone payments, which could require us to seek funding additional capital to complete clinical trials.

Menarini has also entered into collaborations with third parties addressing targets and disease indications outside the scope of our collaboration. As a result, Menarini may have competing interests with respect to their priorities and resources. We may have disagreements with Menarini with respect to the interpretation of the Menarini License, use of resources or otherwise that could cause our relationship with Menarini to deteriorate. As a result, Menarini may reduce their focus on, and resources allocated to, our commercialization, potentially delaying or terminating our ability to commercialize obicetrapib in Europe, if approved. However, as stated above, Menarini must commercialize obicetrapib pursuant to a commercialization plan agreed between the parties and is obligated to use commercially reasonable efforts to commercialize obicetrapib so as to maximize net sales. Additionally, should we decide to move forward with development of a combination of obicetrapib with a certain inhibitor in the areas of Europe covered by the Menarini License for patients suffering from diabetes, we will need to offer Menarini the opportunity to co-develop that product with us, provided that if Menarini does, we will negotiate with Menarini the economics and other terms in respect of such co-development and the subsequent commercialization of such combination product in such areas of Europe. If Menarini does not wish to co-develop such combination product, that would prevent our ability to, and our ability to license or authorize a third party to, seek regulatory approval for or promote such combination product, in the areas of Europe covered by the Menarini License.

Should our Menarini License be terminated, we will need to either build marketing, sales, distribution, managerial and other non-technical capabilities or contract with third parties to obtain these capabilities in Europe.

## [Table of Contents](#)

*We have limited experience in marketing or distributing products and no internal capability to do so, and an inability to market, distribute and commercialize obicetrapib once approved would prevent us from achieving significant sales and reduce the commercial value of obicetrapib. If we are unable to establish sales, marketing and distribution capabilities for obicetrapib, if approved, or our future product candidates, or enter into sales, marketing and distribution agreements with third parties, we may not be successful in commercializing our product candidates, if and when they are approved.*

We do not have a sales or marketing infrastructure and have limited experience in the sale, marketing or distribution of pharmaceutical products. To achieve commercial success for any product candidate for which we may obtain marketing approval, we will need to establish a sales and marketing organization or enter into collaboration, distribution and other marketing arrangements with one or more third parties to commercialize such product candidate. In the United States, we intend to build a commercial organization to target areas with the greatest incidence of high cardiovascular risk with residual elevation of LDL and recruit experienced sales, marketing and distribution professionals. The development of sales, marketing, and distribution capabilities will require substantial resources, will be time-consuming and could delay any product launch. We may decide to work with regional specialty pharmacies, distributors and/or multi-national pharmaceutical companies to leverage their commercialization capabilities to commercialize any product candidate for which we may obtain regulatory approval outside of the United States or certain areas of Europe.

If the commercial launch of a product candidate for which we recruit a sales force and establish marketing and distribution capabilities is delayed or does not occur for any reason, we would have prematurely or unnecessarily incurred these commercialization costs. This may be costly, and our investment would be lost if we cannot retain or reposition our sales and marketing personnel. In addition, we may not be able to hire a sales force in the United States that is sufficient in size or has adequate expertise to target the areas that we intend to target. If we are unable to establish a sales force and marketing and distribution capabilities, our operating results may be adversely affected.

Factors that may inhibit our efforts to commercialize our drugs on our own include:

- our inability to recruit, train, and retain adequate numbers of effective sales and marketing personnel;
- the inability of sales personnel to obtain access to physicians or persuade adequate numbers of physicians to prescribe any future products;
- the lack of complementary products to be offered by sales personnel, which may put us at a competitive disadvantage compared to companies with more extensive product lines;
- unforeseen costs and expenses associated with creating an independent sales and marketing organization; and
- unforeseen costs and limitations with regard to setting up a distribution network.

If we are unable to establish our own sales, marketing and distribution capabilities in the United States and other jurisdictions in which obicetrapib or any future product candidates are approved, other than in the jurisdictions covered by the Menarini License, we will be required to enter into arrangements with third parties to perform these services. As a result, our revenues and profitability, if any, are likely to be lower than if we were to sell, market and distribute any product candidates that we develop ourselves. We may not be successful in entering into arrangements with third parties to sell, market and distribute our product candidates or may be unable to do so on terms that are favorable to us. We likely will have limited control over such third parties, and any of them may fail to devote the necessary resources and attention to sell and market our product candidates effectively. If we do not establish sales, marketing and distribution capabilities successfully, either on our own or in collaboration with third parties, we will not be successful in commercializing any product candidates.

## [Table of Contents](#)

*We expect to enter into collaborations with third parties for the development or commercialization of obicetrapib or future product candidates, which involve risks that could impact our liquidity, increase our expenses and present significant distractions to our management, and we may not be able to capitalize on the market potential of obicetrapib or any future product candidate if our collaborations are not successful.*

In addition to the Menarini License, we may utilize a variety of types of collaboration, distribution and other marketing arrangements with other third parties relating to the development or commercialization, once approved, of obicetrapib or future product candidates. Our ability to generate revenues from these arrangements will depend on our collaborators' abilities and efforts to successfully perform the functions assigned to them in these arrangements.

Any future collaborations that we enter into may pose a number of risks, including the following:

- collaborators have significant discretion in determining the amount and timing of efforts and resources that they will apply to these collaborations;
- collaborators may not perform their obligations as expected;
- product candidates developed by collaborators may not perform sufficiently in clinical trials to be determined to be safe and effective, thereby delaying or terminating the drug approval process and reducing or eliminating milestone payments to which we would otherwise be entitled if the product candidates had successfully met their endpoints and/or received FDA or EMA approval;
- collaborators may not pursue development and commercialization of our product candidates that receive marketing approval or may elect not to continue or renew development or commercialization programs based on clinical trial results, changes in the collaborators' strategic focus or available funding, or external factors, such as an acquisition, that divert resources or create competing priorities;
- collaborators may delay clinical trials, provide insufficient funding for a clinical trial program, stop a clinical trial or abandon a product candidate, repeat or conduct new clinical trials or require a new formulation of a product candidate for clinical testing;
- collaborators could independently develop, or develop with third parties, products that compete directly or indirectly with our products or product candidates if the collaborators believe that competitive products are more likely to be successfully developed or can be commercialized under terms that are more economically attractive than ours;
- product candidates discovered in collaboration with us may be viewed by our collaborators as competitive with their own product candidates or products, which may cause collaborators to cease to devote resources to the commercialization of our product candidates;
- a collaborator with marketing and distribution rights to one or more of our product candidates that achieve regulatory approval may not commit sufficient resources to the marketing and distribution of such product or products;
- disagreements with collaborators, including disagreements over proprietary rights, contract interpretation or the preferred course of development, might cause delays or termination of the research, development or commercialization of product candidates, might lead to additional responsibilities for us with respect to product candidates, or might result in litigation or arbitration, any of which would divert management attention and resources, be time-consuming and expensive;
- collaborators may not properly maintain or defend our intellectual property rights or may use our proprietary information in such a way as to invite litigation that could jeopardize or invalidate our intellectual property or proprietary information or expose us to potential litigation;
- collaborators may infringe the intellectual property rights of third parties, which may expose us to litigation and potential liability; and

## Table of Contents

- collaborations may be terminated for the convenience of the collaborator and, if terminated, we could be required to raise additional capital to pursue further development or commercialization of the applicable product candidates.

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

Additionally, subject to its contractual obligations to us, if a collaborator of ours were to be involved in a business combination, it might deemphasize or terminate the development or commercialization of any product candidate licensed to it by us. If one of our collaborators terminates its agreement with us, we may find it more difficult to attract new collaborators and our perception in the business and financial communities could be harmed.

***If in the future we acquire or in-license technologies or product candidates, we may incur various costs, may have integration difficulties as a result of becoming subject to onerous contractual requirements or restrictions, and may experience other risks that could harm our business and results of operations.***

In the future, we may acquire or in-license additional product candidates and technologies. Any product candidate or technologies we in-license or acquire will likely require additional development efforts prior to commercial sale, including extensive preclinical or clinical testing, or both, and approval by the FDA, the EMA and other comparable regulatory authorities, if any. All product candidates are prone to risks of failure inherent in pharmaceutical product development, including the possibility that the product candidate, or product developed based on in-licensed technology, will not be shown to be sufficiently safe and effective for approval by regulatory authorities. If intellectual property related to product candidates or technologies we in-license is not adequate, we may not be able to commercialize the affected products even after expending resources on their development. In addition, we may not be able to manufacture economically or successfully commercialize any product candidate that we develop based on acquired or in-licensed technology that is granted regulatory approval, and such products may not gain wide acceptance or be competitive in the marketplace. Moreover, integrating any newly acquired or in-licensed product candidates could be expensive and time-consuming. If we cannot effectively manage these aspects of our business strategy, our business may be materially harmed.

***Our employees and independent contractors, including principal investigators, CROs, consultants and vendors, may engage in misconduct or other improper activities, including noncompliance with regulatory standards and requirements, which could cause significant liability for us or harm our reputation.***

We are exposed to the risk that our employees, independent contractors, clinical investigators, CROs, consultants and vendors may engage in fraudulent conduct or other illegal activity. Misconduct by these parties could include intentional, reckless and/or negligent conduct, breach of contract or disclosure of unauthorized activities to us that violates regulations of the FDA, the EMA or other comparable regulatory authorities, including those laws requiring the reporting of true, complete and accurate information; manufacturing standards; federal, state and foreign healthcare fraud and abuse laws; or laws that require the reporting of financial information or data accurately.

Specifically, research, sales, marketing, education and other business arrangements in the healthcare industry are subject to extensive laws intended to prevent fraud, misconduct, kickbacks, self-dealing and other abusive practices. These laws may restrict or prohibit a wide range of pricing, discounting, education, marketing and

## Table of Contents

promotion, sales commission, customer incentive programs and other business arrangements. Activities subject to these laws also involve the improper use of information obtained in the course of clinical trials, which could result in regulatory sanctions and serious harm to our reputation. We have adopted a code of business conduct and ethics, but it is not always possible to identify and deter misconduct by employees and other third parties, 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 governmental investigations or other actions or lawsuits stemming from a failure to be in compliance with such laws. If any such actions are instituted against us, even if we are successful in defending ourselves or asserting our rights, those actions could have a significant impact on our business. Violations of such laws subject us to numerous penalties, including, but not limited to, the imposition of civil, criminal and administrative penalties, damages, monetary fines, disgorgement, individual imprisonment, additional reporting requirements and oversight if we become subject to a corporate integrity agreement or similar agreement to resolve allegations of non-compliance with these laws, possible exclusion from participation in Medicare, Medicaid and other federal healthcare programs, contractual damages, reputational harm, diminished profits and future earnings, and curtailment of our operations, any of which could adversely affect our ability to operate our business and our results of operations.

***If we, or our third-party manufacturers fail to comply with environmental, health and safety laws and regulations, we could become subject to fines or penalties or incur costs that could have a material adverse effect on the success of its business.***

Our research and development activities and our third-party manufacturers' and suppliers' activities involve the controlled storage, use and disposal of hazardous materials, including the components of our product candidates and other hazardous compounds. We and our manufacturers and suppliers are subject to laws and regulations governing the use, manufacture, storage, handling and disposal of these hazardous materials. 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, which could cause an interruption of our commercialization efforts, research and development efforts, business operations and environmental damage resulting in costly clean-up and liabilities under applicable laws and regulations governing the use, storage, handling and disposal of these materials and specified waste products. Although we believe that the safety procedures utilized by our third-party manufacturers for handling and disposing of these materials generally comply with the standards prescribed by these laws and regulations, we cannot guarantee that this is the case or eliminate the risk of accidental contamination or injury from these materials. In such an event, we may be held liable for any resulting damages and such liability 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 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.

### **Risks Related to Our Business and Strategy**

***The continuing outbreak of COVID-19 around the world, and any future pandemics, may adversely affect our business and that of our suppliers, CROs or other third parties relevant to our business.***

The COVID-19 pandemic is impacting worldwide economic activity, particularly economic activity in the United States, and poses the risk that we or our employees, contractors, suppliers, or other partners may be prevented or delayed from conducting business activities for an indefinite period of time, including due to shutdowns that may be requested or mandated by governmental authorities. The continued prevalence of COVID-19 and the measures taken by the governments of countries affected could disrupt our supply chain and manufacturing, cause diversion of healthcare resources away from the conduct of preclinical and clinical trial matters to focus on pandemic concerns, limit travel in a manner that interrupts key clinical trial activities, such as clinical trial site initiations and monitoring, delay regulatory filings with regulatory authorities in affected areas or adversely affect our ability to obtain regulatory approvals. These disruptions could also affect other facets of our business, including but not limited to:

- our ability to recruit employees;

## Table of Contents

- the ability of our employees to travel;
- the ability of our CROs to conduct our clinical trials;
- our ability to import materials; and
- our ability to export materials to our CROs and other third-parties.

The COVID-19 pandemic and mitigation measures also may have an adverse impact on global economic conditions, which could adversely impact our business, financial condition or results of operations. Additionally, the COVID-19 pandemic has resulted in significant financial market volatility and uncertainty. A continuation or worsening of the levels of market disruption and volatility seen in the recent past as a result of the COVID-19 outbreak could have an adverse effect on our ability to access capital and on the market price of our ordinary shares. In December 2020, we put in place a number of protective measures in response to the COVID-19 pandemic. These measures included a shift to virtual study and home health care visits, adding COVID-19 contingency measures to our clinical trial protocols and direct to subject study drug shipments. We have revisited these measures on a regular basis throughout the pandemic and we will continue to do so. Although restrictions imposed by governmental authorities have eased, if conditions worsen, we may need to implement new restrictive measures that could adversely affect our business.

### ***If we fail to manage our growth effectively, our business could be disrupted.***

As of December 1, 2022, we had 17 full-time employees and nine consultants. We expect to continue to expand our development, quality, sales, managerial, operational, finance, marketing and other resources in order to manage our operations and clinical trials, continue our development activities and commercialize obicetrapib, if approved. Our management, personnel, systems and facilities currently in place may not be adequate to support this future growth. Our need to effectively execute our expansion strategy requires that we:

- manage our clinical trials effectively;
- identify, recruit, retain, incentivize and integrate additional employees;
- manage our internal development efforts effectively while carrying out our contractual obligations to third parties; and
- continue to improve our operational, financial and management controls, reporting systems and procedures.

Due to our limited financial resources and our limited experience in managing a larger public company, we may not be able to effectively manage the expansion of our operations or recruit and train additional qualified personnel. The physical expansion of our operations may lead to significant costs and may divert our management and business development resources. Any inability to manage expansion could delay the execution of our development and strategic objectives, or disrupt our operations; and if we are not successful in commercializing our product candidate, either on our own or through collaborations with one or more third parties, our revenues will suffer and we would incur significant additional losses.

### ***If obicetrapib or our future product candidates receive approval for marketing, and we are found to have improperly promoted off-label use, or if physicians misuse our products, we may become subject to prohibitions on the sale or marketing of our product, significant sanctions and product liability claims, and our image and reputation within the industry and marketplace could be harmed.***

The FDA, the EMA or other comparable regulatory authorities strictly regulate the promotional claims that may be made about prescription drug products, such as obicetrapib, if approved. In particular, a product may not be promoted for uses that are not approved by FDA, the EMA or other comparable regulatory authorities as reflected in the product's approved labeling. For example, if we receive marketing approval for obicetrapib for



## Table of Contents

cardio metabolic disease, physicians, in their professional medical judgment, may nevertheless prescribe obicetrapib to their patients in a manner that is inconsistent with the approved label. If we are found to have promoted such off-label use, we may become subject to significant liability under the Federal Food, Drug, and Cosmetic Act (“FDCA”) and other statutory authorities, such as laws prohibiting false claims for reimbursement. The federal government has levied large civil and criminal fines against companies for alleged improper promotion and has enjoined several companies from engaging in off-label promotion. If we become the target of such an investigation or prosecution based on our marketing and promotional practices, we could face similar sanctions, which would harm our business. In addition, management’s attention could be diverted from our business operations, significant legal expenses could be incurred and our reputation could be damaged. The FDA has also requested that companies enter into consent decrees or permanent injunctions under which specified promotional conduct is changed or curtailed. If we are deemed by the FDA to have engaged in the promotion of our products for off-label use, we could be subject to prohibitions on the sale or marketing of our products or significant fines and penalties, and the imposition of these sanctions could also affect our reputation with physicians, patients and caregivers, and our position within the industry.

Physicians may also misuse our products or use improper techniques, potentially leading to adverse results, side effects or injury, which may lead to product liability claims. If our products are misused or used with improper technique, we may become subject to costly litigation. Product liability claims could divert management’s attention from our core business, be expensive to defend, and result in sizable damage awards against us that may not be covered by insurance. We currently carry 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. Furthermore, the use of our products for conditions other than those approved by the FDA may not effectively treat such conditions, which could harm our reputation in the marketplace among physicians and patients. If we cannot successfully manage the promotion of obicetrapib or any future product candidate, if approved, we could become subject to significant liability, which would harm our reputation and negatively impact our financial condition.

***If product liability lawsuits are brought against us, we may incur substantial liabilities and may be required to limit commercialization of obicetrapib or any future products we may develop.***

We face an inherent risk of product liability as a result of the clinical testing of obicetrapib and will face an even greater risk if we commercialize it or any future product. For example, we may be sued if any product we develop allegedly causes 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 of warranties. 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. Regardless of the merits or eventual outcome, liability claims may result in:

- decreased demand for our product candidate or any future product candidates we develop;
- injury to our reputation and significant negative media attention;
- withdrawal of clinical trial participants or delay or cancellation of clinical trials;
- costs to defend the related litigation, which may be only partially recoverable even in the event of successful defenses;
- a diversion of management’s time and our resources;
- substantial monetary awards to clinical trial participants or patients;

## Table of Contents

- regulatory investigations, product recalls, withdrawals or labeling, marketing or promotional restrictions;
- loss of revenues;
- exhaustion of any available insurance and our capital resources; and
- the inability to commercialize our product, if approved.

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 products we may develop. We currently carry general clinical trial product liability insurance in an amount that we believe is adequate to cover the scope of our ongoing clinical programs. 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. 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. 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 and when we obtain approval for marketing obicetrapib or any other product candidate, we intend to expand our insurance coverage to include the commercialization of obicetrapib or any other approved product that we may have; however, we may be unable to obtain this liability insurance on commercially reasonable terms.

***If we fail to attract and retain senior management and key scientific personnel, we may be unable to successfully develop our product candidate, conduct our clinical trials and, if approved, commercialize our product candidate or any other products we may develop.***

Our success depends in part on our continued ability to attract, retain and motivate highly qualified management, clinical and scientific personnel. We believe that our future success is highly dependent upon the contributions of members of our senior management, as well as our senior scientists and other members of our management team, especially our Chief Executive Officer, Dr. Michael Davidson, our Chief Scientific Officer, Dr. John Kastelein, and our Chief Operating Officer, Douglas Kling. We are not aware of any present intention of any of these individuals to leave our company. The loss of services of any of these individuals, though, could delay or prevent the successful development of our product pipeline, completion of our planned clinical trials or the commercialization of obicetrapib. Although we have agreements with our officers and employees, these agreements do not prevent them from terminating their employment or service arrangement with us as described in the agreements.

Although we have not historically experienced unique difficulties in attracting and retaining qualified employees, we could experience such problems in the future. For example, competition for qualified personnel in the pharmaceutical field is intense due to the limited number of individuals who possess the skills and experience required by our industry. Many of the other pharmaceutical companies that we compete against for qualified personnel have greater financial and other resources, different risk profiles, diverse opportunities including for career advancement and a longer history in the industry than we do. We will need to hire additional personnel as we expand our clinical development and commercial activities. Some of these characteristics may be more appealing to high quality candidates than what we have to offer. We may not be able to attract and retain quality personnel on acceptable terms, or at all. In addition, to the extent we hire personnel from competitors, we may be subject to allegations that they have been improperly solicited or that they have divulged proprietary or other confidential information, or that their former employers own their research output. Moreover, we are domiciled and predominantly based in the Netherlands, which may make it difficult to hire necessary U.S.-based personnel.

***Misclassification or reclassification of our independent contractors or employees could increase our costs and adversely impact our business.***

Our workers are classified as either employees or independent contractors, and if employees, as either exempt from overtime or non-exempt (and therefore overtime eligible). The tests governing whether a service provider is an independent contractor or an employee are typically highly fact sensitive and can vary by governing law. Laws and regulations that govern the status and misclassification of independent contractors are also subject to divergent interpretations by various authorities, which can create uncertainty and unpredictability. Regulatory authorities and private parties have recently asserted within several industries that some independent contractors should be classified as employees and that some exempt employees should be classified as nonexempt based upon the applicable facts and circumstances and their interpretations of existing rules and regulations. If we are found to have misclassified employees as independent contractors or non-exempt employees as exempt, we could face penalties and have additional exposure under tax (including federal and state tax), workers' compensation, unemployment benefits, labor, employment and tort laws, including for prior periods, as well as potential liability for employee overtime and benefits and tax withholdings. Legislative, judicial or regulatory (including tax) authorities could also introduce proposals or assert interpretations of existing rules and regulations that would change the classification of a number of independent contractors doing business with us from independent contractor to employee and a number of exempt employees to non-exempt. A reclassification in either case could result in an increase in employment-related costs such as wages, benefits and taxes. The costs associated with employee misclassification, including any related regulatory action or litigation, could therefore have an adverse effect on our results of operations and our financial position.

***Under applicable employment laws, we may not be able to enforce covenants not to compete.***

We generally include non-competition provisions as part of our agreements with our officers, employees and consultants. These agreements generally prohibit our officers, employees or consultants, if they cease working for us, from competing directly with us or working for our competitors for a limited period. We may be unable to enforce these provisions under the laws of the jurisdictions in which our officers, employees or consultants work and it may be difficult for us to restrict our competitors from benefitting from the expertise our former officers, employees or consultants developed while working for us.

***We expect to expand our development, regulatory and sales and marketing capabilities, and as a result, we may encounter difficulties in managing our growth, which could disrupt our operations.***

We expect to experience significant growth in the number of our employees and the scope of our operations, particularly in the areas of drug development, manufacturing, regulatory affairs and sales and marketing. 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.

***Our international operations subject us to various risks, and our failure to manage these risks could adversely affect our results of operations and we may be exposed to significant foreign exchange risk.***

We face significant operational risks as a result of doing business internationally, such as:

- fluctuations in foreign currency exchange rates;
- differing payor reimbursement regimes, governmental payors or patient self-pay systems and price controls;

## Table of Contents

- potentially adverse and/or unexpected tax consequences, including penalties due to the challenge by tax authorities on the basis of transfer pricing and liabilities imposed from inconsistent enforcement, as well as compliance with potentially conflicting and changing tax laws of taxing jurisdictions, the complexity and adverse consequences of such tax laws, and potentially adverse tax consequences due to changes in such tax laws;
- potential changes to the accounting standards, which may influence our financial situation and results;
- becoming subject to the different, complex and changing laws, regulations and court systems of multiple jurisdictions and compliance with a wide variety of foreign laws, treaties and regulations;
- reduced protection of, or significant difficulties in enforcing, intellectual property rights in certain countries;
- difficulties in attracting and retaining qualified personnel;
- restrictions imposed by local labor practices and laws on our business and operations, including unilateral cancellation or modification of contracts;
- rapid changes in global government, economic and political policies and conditions, political or civil unrest or instability, terrorism or epidemics and other similar outbreaks or events, and potential failure in confidence of our suppliers or customers due to such changes or events; and
- tariffs, trade protection measures, import or export licensing requirements, trade embargoes and other trade barriers.

Additionally, we incur portions of our expenses, and may in the future derive revenues, in currencies other than the euro, in particular, the U.S. dollar. As a result, we are exposed to foreign currency exchange risk as our results of operations and cash flows are subject to fluctuations in foreign currency exchange rates. We currently do not engage in hedging transactions to protect against uncertainty in future exchange rates between particular foreign currencies and the euro. Therefore, for example, an increase in the value of the euro against the U.S. dollar could be expected to have a negative impact on our revenue and earnings growth as U.S. dollar revenue and earnings, if any, would be translated into euros at a reduced value. We cannot predict the impact of foreign currency fluctuations, and foreign currency fluctuations in the future may adversely affect our financial condition, results of operations and cash flows.

***Negative economic conditions, including as a result of commodity price inflation or supply chain constraints, the COVID-19 pandemic and the war in Ukraine, may adversely impact our results of operations.***

An unforeseen production shortage resulting from any events, including interruptions to business operations and supply chain disruption as a result of worldwide economic and political disruptions including the impacts of military conflict between Russia and Ukraine, and widespread health crises, such as the COVID-19 pandemic, affecting raw material and or intermediate supply or manufacturing capabilities abroad and domestically could adversely impact our business. For example, our supply chain may be disrupted, limiting our ability to manufacture our product candidates for our clinical trials and research and development operations, or our cost base may be increased. Furthermore, economic growth is expected to slow, including due to supply chain disruption, the recent surge in inflation and related actions by central banks and geopolitical conditions, with a significant risk of recession in many parts of the worlds in the near term. This may also prolong tight credit markets and potentially cause such conditions to become more severe. These issues, along with the re-pricing of credit risk and the difficulties currently experienced by financial institutions, may make it difficult to obtain financing.

***Our expectations about our business, future performance and other matters are subject to significant risks, assumptions, estimates and uncertainties. As a result, our expectations regarding cash and cash burn, market size and market share, clinical trial completions, regulatory submissions and potential regulatory approvals, and our expectations regarding efficacy levels and benefits of our product candidates, may differ materially from actual results.***

The estimates and assumptions included in this prospectus include, among others: expectations regarding our cash runway; estimates of the total addressable market for cardio metabolic disease patients with significant unmet need; assumptions regarding our ability to obtain reimbursement for our product candidate, if approved; assumptions regarding performance under existing partner agreements, including the Menarini License; and assumptions regarding our ability to obtain regulatory approval. These estimates and assumptions are subject to various factors beyond our control, including, for example, changes in the supply of drug products required for our clinical trials, increased costs for such drugs, changes in the regulatory or competitive environment, delays in our clinical trials or in obtaining regulatory approvals, lower than expected rates of reimbursement on our product candidate, if approved, the impact of global health crises (including the COVID-19 pandemic), the imposition or heightening of sanctions or other economic or military measures in relation to the current Russia-Ukraine conflict, and changes in our executive team. Accordingly, our future financial condition and results of operations may differ materially from our estimates.

***We may undertake strategic acquisitions in the future and any difficulties from integrating such acquisitions could adversely affect our share price, operating results and results of operations.***

We may acquire companies, businesses and products that complement or augment our existing business. We may not be able to integrate any acquired business successfully or operate any acquired business profitably. Integrating any newly acquired business could be expensive and time-consuming. Integration efforts often take a significant amount of time, place a significant strain on managerial, operational and financial resources, result in loss of key personnel and could prove to be more difficult or expensive than we predict. The diversion of our management's attention and any delay or difficulties encountered in connection with any future acquisitions we may consummate could result in the disruption of our on-going business or inconsistencies in standards and controls that could negatively affect our ability to maintain third-party relationships. Moreover, we may need to raise additional funds through public or private debt or equity financing, or issue additional shares, to acquire any businesses or products, which may result in dilution for shareholders or the incurrence of indebtedness.

As part of our efforts to acquire companies, business or product candidates or to enter into other significant transactions, we conduct business, legal and financial due diligence with the goal of identifying and evaluating material risks involved in the transaction. Despite our efforts, we ultimately may be unsuccessful in ascertaining or evaluating all such risks and, as a result, might not realize the intended advantages of the transaction. If we fail to realize the expected benefits from acquisitions we may consummate in the future or have consummated in the past, whether as a result of unidentified risks or liabilities, integration difficulties, regulatory setbacks, litigation with current or former employees and other events, our business, results of operations and financial condition could be adversely affected. If we acquire product candidates, we will also need to make certain assumptions about, among other things, development costs, the likelihood of receiving regulatory approval and the market for such product candidates. Our assumptions may prove to be incorrect, which could cause us to fail to realize the anticipated benefits of these transactions.

In addition, we will likely experience significant charges to earnings in connection with our efforts, if any, to consummate acquisitions. For transactions that are ultimately not consummated, these charges may include fees and expenses for investment bankers, attorneys, accountants and other advisors in connection with our efforts. Even if our efforts are successful, we may incur, as part of a transaction, substantial charges for closure costs associated with elimination of duplicate operations and facilities and acquired in-process research and development charges. In either case, the incurrence of these charges could adversely affect our results of operations for particular periods.

***Cyberattacks or other failures in the telecommunications or information technology systems used by us or our third-party vendors, contractors or consultants, could result in information theft, compromise, or other unauthorized access, data corruption and significant disruption of our business operations, and could harm our reputation and subject us to liability, lawsuits and actions from governmental authorities.***

Despite the implementation of security measures, our internal computer systems and those of our CROs and other contractors and consultants are vulnerable to damage from cybersecurity threats, including computer viruses, harmful code and unauthorized access, cyber-attacks (including ransomware), hacking, theft, phishing, employee error, denial-of-service attacks, social engineering schemes, sophisticated nation-state and nation-state-supported actors unauthorized accesses, natural disasters, fire, terrorism, war and telecommunication and electrical failures. If a disruption event were to occur and cause interruptions in our operations, it could result in a material disruption of our drug development programs, and / or otherwise jeopardize the performance of our software and information technology systems, and could expose us to financial and reputational harm. For example, the loss of clinical trial data from completed, ongoing or planned clinical trials could result in delays in our regulatory approval efforts and significantly increase our costs to recover or reproduce the data. To the extent that any disruption or security breach results in a loss of or damage to our data or applications, or inappropriate disclosure of confidential or proprietary information, we could incur liability and the further development of obicetrapib could be delayed.

Successful and attempted attacks upon information technology systems are increasing in their frequency, levels of persistence, sophistication and intensity, and are being conducted by sophisticated and organized groups and individuals with a wide range of motives and expertise. As a result of the ongoing COVID-19 pandemic, we may also face increased cybersecurity risks due to our reliance on internet technology and the number of our employees who are working remotely, which may create additional opportunities for cybercriminals to exploit vulnerabilities. Furthermore, because the techniques used to obtain unauthorized access to, or to sabotage, systems change frequently and often are not recognized until launched against a target, we may be unable to anticipate these techniques or implement adequate preventative measures. We may also experience security breaches that may remain undetected for an extended period. Even if identified, we may be unable to adequately investigate or remediate incidents or breaches due to attackers increasingly using tools and techniques that are designed to circumvent controls, to avoid detection, and to remove or obfuscate forensic evidence.

We and certain of our service providers are from time to time subject to actual and attempted cyberattacks and security incidents. While we do not believe that we have experienced any such material system failure or security breach to date, if such an event were to occur and cause interruptions in our operations, it could result in a material disruption of our development programs and our business operations. For example, the loss of clinical trial data from completed or future clinical trials could result in delays in our marketing approval efforts and significantly increase our costs to recover or reproduce the data. Likewise, we rely on third parties for the manufacture of our drug candidate and to conduct clinical trials, and similar events relating to their information technology systems could also have a material adverse effect on our business. To the extent that any disruption or security incident were to result in a loss of, or damage to, our data or applications, or inappropriate disclosure of confidential or proprietary information, we could incur liability and the development and commercialization of our future drug candidates could be delayed. Similarly, if an actual or attempted security incident were to occur, in addition to reputational damage, we could face investigations and fines from regulators, as well as litigation.

#### **Risks Related to Our Intellectual Property**

***We may not be successful in obtaining all of the necessary intellectual property rights to allow us to develop and commercialize our product candidate, obicetrapib. If our efforts to obtain, protect or enforce our patents and other intellectual property rights related to our product candidates and technologies are not adequate, including due to the risk that we are unaware of prior art that may affect the validity of our patents, we may not be able to compete effectively in our market and we otherwise may be harmed.***

Our future commercial success depends, in part, on our ability to obtain and maintain patent and other proprietary protection for commercially important inventions, to obtain and maintain know-how related to our

## [Table of Contents](#)

business, including our product candidates, to defend and enforce our intellectual property rights, in particular our patent rights, to preserve the confidentiality of our trade secrets, and to operate without infringing, misappropriating, or violating the valid and enforceable patents and other intellectual property rights of third parties. Our ability to preclude or restrict third parties from making, using, selling, offering to sell, or importing competing molecules to our products may depend on the extent to which we have rights under valid and enforceable patents and trade secrets that cover these activities.

We seek to protect our proprietary technology and processes, in part, by confidentiality agreements with our employees, consultants, and contractors. 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. Although we enter into confidentiality agreements with parties who have access to confidential or patentable aspects of our research and development output, such as our employees, collaborators, CROs, contract manufacturers, consultants, advisors and other third parties, any of these parties may breach the agreements and disclose such output before a patent application is filed, thereby jeopardizing our ability to seek patent protection. Further, we may not be aware of all third-party intellectual property rights potentially relating to our product candidates. Publications of discoveries in the scientific literature often lag behind the actual discoveries, and patent applications in the United States and other jurisdictions are typically not published until 18 months after filing or, in some cases, not at all. Therefore, we cannot know with certainty whether we were the first to make the inventions claimed in our patents or pending patent applications, or that we were the first to file for patent protection of such inventions.

While we have sought and continue to actively seek patent protection for obicetrapib, our patent coverage is limited, and we can provide no assurance that any of our current or future patent applications will result in issued patents or that any issued patents will provide us with any competitive advantage.

The patent applications that we own or license may fail to result in issued patents in the United States or granted patents in foreign jurisdictions. Our ability to obtain and maintain valid and enforceable patents depends on various factors, including determination that our patent claims are patentable over prior art. We may be subject to a third-party preissuance submission of prior art to the United States Patent and Trademark Office (the "USPTO") or foreign patent offices, and such prior art may prevent issuance of claims that would provide us with a competitive advantage. We cannot be certain that we and respective patent offices have identified all relevant prior art at the time of issuance, and later identification of undiscovered prior art may provide basis for later invalidating our issued patent claims. Since patent applications in the United States and most other countries are confidential for a period of time after filing, we cannot be certain that we were the first to either (i) file any patent application related to the treatment of cardio metabolic disease or Alzheimer's disease using obicetrapib or (ii) conceive and reduce to practice any of the compositions or methods claimed in our patents or patent applications, including patents or patent applications related to obicetrapib and any of our future product candidates.

Patent applications and patents granted from them are complex, lengthy and highly technical documents that are often prepared under time constraints and may not be free from errors. The existence of errors in a patent may have an adverse effect on the patent, its scope and its enforceability. Even if our pending and future patent applications issue as patents in relevant jurisdictions, they may not issue in a form that will provide us with any meaningful protection for our technology or product candidates, prevent competitors from competing with us or otherwise provide us with any competitive advantage. Even if our pending and future patent applications issue as patents in relevant jurisdictions, changes in law or in interpretation of existing law may provide a basis for competitors to challenge the validity and/or enforceable scope of our patents.

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. As a result, the issuance, scope, validity, enforceability and commercial value of patent rights are highly uncertain. Our pending and future owned patent applications may not result in patents being issued which protect our technology or

## Table of Contents

product candidates, effectively prevent others from commercializing competitive technologies and product or otherwise provide any competitive advantage. In addition, the scope of claims of an issued patent can be reinterpreted after issuance, and changes in either the patent laws or interpretation of the patent laws in the United States and other jurisdictions may diminish the value of our patent rights or narrow the scope of our patent protection.

Additionally, limitations on the scope of our intellectual property rights may limit our ability to prevent third parties from designing around such rights and competing against us. Our competitors may be able to circumvent our patents by developing similar or alternative technologies or product candidates in a non-infringing manner. Other parties may compete with us, for example, by independently developing or obtaining competing solid forms of obicetrapib, including crystalline forms and alternative salts of obicetrapib, or by independently developing or obtaining competing synthetic processes for synthesis of obicetrapib or synthetic intermediates that allow competitors to design around our patent claims but which result in the same active ingredient.

In addition, our competitors may seek to invalidate our patents. We may become involved in proceedings brought by competitors in the USPTO or applicable foreign offices challenging our patent rights, such as inter partes review, post grant review, derivation proceedings, interference proceedings, opposition proceedings, revocation proceedings or ex parte reexamination. Patent offices may take a different view on patentability during post-grant challenges than during initial examination, and courts in litigation may take a different view about validity than did the respective patent office. An adverse determination in any such submission, proceeding or litigation could result in loss of exclusivity, patent claims being narrowed, invalidated or held unenforceable, in whole or in part, or could result in limits of the scope or duration of the patent protection of our technologies or product candidates, all of which could limit our ability to stop others from using or commercializing similar or identical product candidates or technology to compete directly with us, without payment to us.

Furthermore, even if they are not challenged, our patents and patent applications may not adequately protect our intellectual property or prevent others from designing around our claims. To meet such challenges, which are part of the risks and uncertainties of developing and marketing product candidates, we may need to evaluate third-party intellectual property rights and, if appropriate, to seek licenses for such third-party intellectual property or to challenge such third-party intellectual property, which may be costly and may or may not be successful, which could also have an adverse effect on the commercial potential for obicetrapib and any of our other product candidates.

***Obtaining and maintaining our patent protection depends on compliance with various procedural, documentary, fee payment and other requirements imposed by governmental patent agencies, and our patent protection could be reduced or eliminated for non-compliance with these requirements.***

The USPTO and various foreign governmental patent agencies require compliance with a number of procedural, documentary, fee payment and other similar provisions during the patent prosecution process. When related patents are pursued concurrently in multiple jurisdictions, international treaties may impose additional procedural, documentary, fee payment and other provisions. Additionally, when inventions are made by joint inventors of different nationalities, or where inventive acts were performed in multiple countries, concurrent and potentially conflicting requirements imposed by the laws of multiple jurisdictions may be applicable. We may have failed to adhere to all such provisions during examination of our patent applications or following issuance.

Periodic maintenance or annuity fees and various other governmental fees on any issued patent and/or pending patent applications are due to be paid to the USPTO and foreign patent agencies in several stages over the lifetime of a patent or patent application. Our outside counsel have systems in place to remind us to pay these fees, and we rely on our outside counsel and their third-party vendors to pay these fees. While an inadvertent lapse may sometimes be cured by payment of a late fee or by other means in accordance with the applicable rules, there are many situations in which noncompliance can result in abandonment or lapse of the patent or patent application, resulting in partial or complete loss of patent rights in the relevant jurisdiction. Non-compliance events that could



## [Table of Contents](#)

result in abandonment or lapse of a patent or patent application include failure to respond to official actions within prescribed time limits, non-payment of fees and failure to properly legalize and submit formal documents. If we fail to maintain the patents and patent applications directed to our product candidates, our competitors might be able to enter the market earlier than should otherwise have been the case, which could harm our business, financial condition, results of operations, and prospects.

### ***Uncertainty and instability resulting from the conflict between Russia and Ukraine could negatively impact our ability to maintain our patents in Russia.***

Sanctions imposed on Russia by the United States and the European Union have made it difficult to pay required annual fees, or annuities, to maintain pending patent applications and granted patents in Russia, increasing the risk that our patents may not grant in Russia or, having granted, will lapse through nonpayment of annuities. In addition, the Russian government issued a decree in March 2022 that owners of Russian patents from countries that Russia considers to be unfriendly are no longer entitled to any compensation for compulsory licensing of their patents, increasing the risk that our competitors will be granted a compulsory license under our Russian patents, allowing them to infringe without making any payments to us.

### ***We may receive only limited protection, or no protection, from our issued patents and patent applications and such patents could be narrowed, found invalid or unenforceable if challenged in court or before administrative bodies.***

Patents have a limited lifespan. In the United States, the natural expiration of a patent is generally 20 years after its earliest priority US utility application was filed. Various extensions may be available; however the life of a patent, and the protection it affords, is limited. Without patent protection for our product candidates, we may be open to competition from generic versions of our product candidates. If we encounter delays in our clinical trials or regulatory approval of obicetrapib, the period of time during which we could market obicetrapib under patent protection could be reduced.

The patent application process, also known as patent prosecution, is expensive and time consuming, and we or any future licensors and licensees may not be able to prepare, file and prosecute all necessary or desirable patent applications at a reasonable cost or in a timely manner. It is also possible that we or any future licensors or licensees will fail to identify patentable aspects of inventions made in the course of development and commercialization activities before it is too late to obtain patent protection on them. Therefore, these and any of our patents and applications may not be prosecuted and enforced in a manner consistent with the best interests of our business. It is possible that defects of form in the preparation or filing of our patents or patent applications may exist, or may arise in the future, for example with respect to proper priority claims, inventorship, etc., although we are unaware of any such defects that we believe are of material import. If we or any future licensors or licensees fail to establish, maintain or protect such patents and other intellectual property rights, such rights may be reduced or eliminated. If any future licensors or licensees, are not fully cooperative or disagree with us as to the prosecution, maintenance or enforcement of any patent rights, such patent rights could be compromised. If there are material defects in the form or preparation of our patents or patent applications, such patents or applications may be invalid and unenforceable. Any of these outcomes could impair our ability to prevent competition from third parties, which may have an adverse impact on our business.

The strength of patents in the pharmaceutical field involves complex legal and scientific questions and can be uncertain. This uncertainty includes changes to the patent laws through either legislative action to change statutory patent law or court action that may reinterpret existing law in ways affecting the scope or validity of issued patents. The USPTO or other foreign patent offices may change their interpretation of existing statutes or regulations with potential retroactive effects. The patent applications that we own or in-license may fail to result in issued patents in the United States or foreign countries with claims that cover our product candidates. Even if patents do successfully issue from the patent applications that we own or in-license, third parties may challenge the validity, enforceability or scope of such patents, which may result in such patents being narrowed, invalidated

or held unenforceable. For example, patents granted by the European Patent Office may be challenged, also known as opposed, by any person within nine months from the publication of their grant. In addition, post grant review in the USPTO begins with a third party filing a petition on or prior to the date that is 9 months after the grant of the patent or issuance of a reissue patent. Third parties can also challenge a patent in the USPTO by way of inter partes review, ex parte reexamination, derivation, or interference proceedings. Any successful challenge to our patents could deprive us of exclusive rights necessary for the successful commercialization of our product candidates. Furthermore, even if they are unchallenged, our patents may not adequately protect our product candidates, provide exclusivity for our product candidates, or prevent others from designing around our claims. If the breadth or strength of protection provided by the patents we hold or pursue with respect to our product candidates is challenged, it could dissuade companies from collaborating with us to develop, or threaten our ability to commercialize our product candidates.

***If we do not obtain patent term extension for our product candidates, if needed, our business may be harmed.***

Under the Drug Price Competition and Patent Term Restoration Act of 1984, or the Hatch-Waxman Amendments to the FDCA, a company may file an abbreviated new drug application (“ANDA”) seeking approval of a generic version of an approved innovator product. Depending upon the timing, duration and specifics of any FDA marketing approval of our product candidates and our technology, one or more of our U.S. patents that we may own in the future may be eligible for limited patent term extension under Hatch-Waxman Amendments. The Hatch-Waxman Amendments permit a patent extension term of up to five years as compensation for patent term lost during the FDA regulatory review process. A patent term extension cannot extend the remaining term of a patent beyond a total of 14 years from the date of product approval. Only one patent may be extended and only those claims covering the approved product, a method for using it or a method for manufacturing it may be extended. The application for the extension must be submitted prior to the expiration of the patent for which extension is sought. A patent that covers multiple products for which approval is sought can only be extended in connection with one of the approvals. However, we may not be granted an extension 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 relevant patents or otherwise failing to satisfy applicable requirements. Moreover, the applicable time period or the scope of patent protection afforded could be less than we request. If we are unable to obtain patent term extension or the term of any such extension is less than we request, our competitors may obtain approval of competing products following our patent expiration, and our revenue could be reduced. Any of the foregoing could have a material adverse effect on our business, financial condition, results of operations and prospects.

***We may not be able to protect our intellectual property rights throughout the world, or we may choose not to pursue patent rights in jurisdictions that later become important to our business, thus harming our ability to compete in those jurisdictions.***

Filing, prosecuting, maintaining, and defending patents on our product candidates in all countries throughout the world would be prohibitively expensive. In countries in which we elect to pursue patent rights, the requirements for patentability may differ, particularly in developing countries. For example, China often applies a heightened requirement for patentability, with heightened requirements for experimental data in the patent application. In addition, the laws of some foreign countries do not protect intellectual property rights to the same extent as laws in the United States. For example, some foreign countries do not permit claims to therapeutic methods.

Consequently, we may not be able to prevent third parties from practicing our inventions in all countries outside the United States. Competitors may use our technologies in jurisdictions where we have not obtained patent protection in order to develop their own products and, further, may export otherwise infringing products to territories where we have patent protection but enforcement against infringing activities is inadequate. These products may compete with our products, and our patents or other intellectual property rights may not be effective or sufficient to prevent them from competing.

## [Table of Contents](#)

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 and other intellectual property protection, particularly those relating to pharmaceuticals, which could make it difficult for us to stop the infringement of our patents or marketing of competing products in violation of our proprietary rights generally.

Proceedings to enforce our patent 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 at risk of being invalidated or interpreted narrowly and our patent applications 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.

In addition, some countries have compulsory licensing laws under which a patent owner may be compelled to grant licenses to third parties. In those countries, we may have limited remedies if our patents are infringed or if we are compelled to grant a license to our patents to a third party, which could materially diminish the value of those patents. This could limit our potential revenue opportunities. Accordingly, our efforts to enforce our intellectual property rights around the world may be inadequate to obtain a significant commercial advantage from the intellectual property that we own or license. Finally, our ability to protect and enforce our intellectual property rights may be adversely affected by unforeseen changes in foreign intellectual property laws.

***Changes in U.S. or foreign patent law, including changes in patent office interpretation of applicable rules and statutes, changes effected by judicial holdings, and changes effected by legislation, including changes that may have retroactive effect, could diminish the value of patents in general and our patents in particular, thereby impairing our ability to protect our products.***

As is the case with other pharmaceutical companies, our success is heavily dependent on intellectual property, particularly on obtaining and enforcing patents. Obtaining and enforcing patents in the pharmaceutical industry involves both technological and legal complexity, and therefore, is costly, time-consuming and inherently uncertain. In addition, the Leahy-Smith America Invents Act (the “AIA”) which was passed on September 16, 2011, resulted in significant changes to the U.S. patent system. Further, U.S. Supreme Court rulings in recent years have either narrowed the scope of patent protection available in certain circumstances or weakened 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.

The significant changes to U.S. patent law under the AIA include provisions that affect the way patent applications will be prosecuted and may also affect patent litigation. For our U.S. patent applications that contain or contained at any time a claim not entitled to priority before March 16, 2013, there is a greater level of uncertainty in the patent law. The USPTO has developed and continues to develop regulations and procedures to govern administration of the AIA, and many of the substantive changes to patent law associated with the AIA. The AIA 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 harm our business and financial condition. It is not clear what other, if any, impact the AIA will have on the operation of our business.

An important change introduced by the AIA is that, as of March 16, 2013, the United States transitioned to a “first-to-file” system for deciding which party should be granted a patent when two or more patent applications are filed by different parties claiming the same invention. A third party that files a patent application in the USPTO after that date but before us could therefore be awarded a patent covering an invention of ours even if we had made the invention before it was made by the third party. This will require us to be cognizant going forward of the time from invention to filing of a patent application, but circumstances could prevent us from promptly filing patent applications on our inventions. Furthermore, our ability to obtain and maintain valid and enforceable

## [Table of Contents](#)

patents depends on whether the differences between our technology and the prior art allow our technology to be patentable over the prior art. Since patent applications in the United States and most other countries are confidential for a period of time after filing, we cannot be certain that we were the first to either (i) file any patent application related to our product candidates or (ii) invent any of the inventions claimed in our patents or patent applications.

Among some of the other changes introduced by the AIA are changes that limit where a patentee may file a patent infringement suit and provide opportunities for third parties to challenge any issued patent in the USPTO. This applies to all of our U.S. patents, even those issued from applications filed before March 16, 2013. Because of a lower evidentiary standard necessary to invalidate a patent claim in USPTO proceedings compared to the evidentiary standard in United States federal court, a third party could potentially provide evidence in a USPTO proceeding sufficient for the USPTO to hold a claim invalid even though the same evidence would be insufficient to invalidate the claim if first presented in a district court action. Accordingly, a third party may attempt to use the USPTO procedures to invalidate our patent claims that would not have been invalidated if first challenged by the third party as a defendant in a district court action.

Depending on decisions by the U.S. Congress, the federal courts, the USPTO, and foreign patent offices, the laws and regulations governing patents could change in unpredictable ways, including with potential retroactive effect, that would weaken our ability to obtain new patents or to enforce our existing patents and patents that we might obtain in the future.

***We may become involved in lawsuits to protect or enforce our patents or other intellectual property, which could be expensive and time consuming, with no certainty of success, and could delay or prevent the development and commercialization of our products and product candidates, or put our patents and other proprietary rights at risk.***

Third parties may infringe or misappropriate our intellectual property, including our existing patents and patents that may issue to us in the future. As a result, we may be required to file infringement claims to stop third-party infringement or unauthorized use. Further, we may not be able to prevent misappropriation of our intellectual property rights, particularly in countries where the laws may not protect those rights as fully as in the United States.

Generic drug manufacturers may develop, seek approval for, and launch generic versions of our products. If we file an infringement action against such a generic drug manufacturer, that company may challenge the scope, validity or enforceability of our patents, requiring us to engage in complex, lengthy and costly litigation or other proceedings.

For example, if we initiated legal proceedings against a third party to enforce a patent covering our product candidates, the defendant could counterclaim that the patent covering our product candidates is invalid and/or unenforceable. In patent litigation in the United States, defendant counterclaims alleging invalidity and/or unenforceability are commonplace, and there are numerous grounds upon which a third party can assert invalidity or unenforceability of a patent.

In addition, within and outside of the United States, there has been a substantial amount of litigation and administrative proceedings, including inter partes review, post grant review, interference or derivation proceedings, and ex parte reexamination proceedings before the USPTO or other comparable proceedings in various foreign jurisdictions, regarding patent and other intellectual property rights in the pharmaceutical industry. These proceedings bring uncertainty to the possibility of challenges to our patents in the future, including challenges by competitors who perceive our patents as blocking entry into the market for their products, and the outcome of such challenges.

Such litigation and administrative proceedings could result in revocation of our patents or amendment of our patents such that they do not cover our product candidates. They may also put our pending patent applications at

## [Table of Contents](#)

risk of not issuing, or issuing with limited and potentially inadequate scope to cover our product candidates. The outcome following legal assertions of invalidity and unenforceability is unpredictable. With respect to the validity question, for example, we cannot be certain that there is no invalidating prior art, of which we and the patent examiner were unaware during prosecution. Additionally, it is also possible that prior art of which we are aware, such as may arise during preclinical studies and clinical trials, but which we do not believe affects the validity or enforceability of a claim, may, nonetheless, ultimately be found by a court of law or an administration panel to affect the validity or enforceability of a claim. If a defendant were to prevail on a legal assertion of invalidity and/or unenforceability, we would lose at least part, and perhaps all, of the patent protection on our product candidates. Such a loss of patent protection could have a negative impact on our business.

Enforcing our intellectual property rights through litigation would be very expensive, particularly for a company of our size, time-consuming, and inherently uncertain. Some of our competitors may be able to sustain the costs of litigation more effectively than we can because of greater financial resources. Patent litigation and other proceedings may also divert technical and management personnel from their normal responsibilities. Uncertainties resulting from the initiation and continuation of patent litigation or other proceedings could impair our ability to compete in the marketplace. The occurrence of any of the foregoing could harm our business, financial condition or results of operations.

Furthermore, because of the substantial amount of discovery required in connection with intellectual property litigation or administrative proceedings, there is a risk that some of our confidential information could be compromised by disclosure. In addition, during the course of litigation or administrative proceedings, there could be public announcements of the results of hearings, motions or other interim proceedings or developments or public access to related documents. If investors perceive these results to be negative, the market price for Ordinary Shares could be significantly harmed.

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

In addition to the protection afforded by patents, we may also rely on trade secret protection or confidentiality agreements to protect proprietary know-how, technology and other proprietary information that may not be patentable or that we elect not to patent, processes for which patents may be difficult to obtain or enforce, and any other elements of our product candidates, and our product development processes (such as manufacturing and formulation technologies) that involve proprietary know-how, information or technology that is not covered by patents. Any disclosure to or misappropriation by third parties of our confidential proprietary information could enable competitors to quickly duplicate or surpass our technological achievements, eroding our competitive position in the market.

Trade secrets, confidential information, and know-how can be difficult to protect. We seek to protect these trade secrets and other proprietary technology, in part, by requiring all of our employees, consultants, advisors, and any other third parties that have access to our proprietary know-how, information or technology to execute confidentiality agreements upon the commencement of their relationships with us. We cannot be certain that we have or will obtain these agreements in all circumstances and we cannot guarantee that we have entered into such agreements with each party that may have or have had access to our trade secrets or proprietary information. If the steps taken to maintain our trade secrets are deemed inadequate, we may have insufficient recourse against third parties for misappropriating any trade secrets.

Despite our efforts, any of these parties may breach the agreements and disclose our proprietary information, including our trade secrets. Adequate remedies may not exist in the event of unauthorized use or disclosure of our trade secrets. In addition, in some situations, these confidentiality agreements may conflict with, or be subject to, the rights of third parties with whom our employees, consultants, or advisors have previous employment or consulting relationships. To the extent that our employees, consultants or contractors use any intellectual property owned by third parties in their work for us, disputes may arise as to the rights in any related or resulting

## [Table of Contents](#)

know-how and inventions. Any misappropriation or unauthorized disclosure of our trade secrets could have an adverse effect on our business, impact our ability to establish or maintain a competitive advantage in our market, or otherwise harm our business, operating results and financial condition.

Furthermore, trade secret protection and confidentiality agreements do not prevent competitors from independently developing substantially equivalent information and techniques and we cannot guarantee that our competitors will not independently develop substantially equivalent information and techniques. The FDA, as part of its Transparency Initiative, is currently considering whether to make additional information publicly available on a routine basis, including information that we may consider to be trade secrets or other proprietary information, and it is not clear at the present time how the FDA's disclosure policies may change in the future, if at all.

There is an increasing trend in the EU towards greater transparency and, while the manufacturing or quality information contained in an EU marketing authorization application ("MAA") is currently generally protected as confidential information, the EMA and national regulatory authorities may disclose much of the nonclinical and clinical information in MAAs, including the full clinical study reports, in response to freedom of information requests after the marketing authorization has been granted. Similarly, as of January 31, 2022 under the EU

Clinical Trials Regulation (EU) No 536/2014, the EU clinical trials information system allows the public to access MAA data submitted to the EMA or national regulatory authorities (excluding any commercially confidential information). There may be a risk that information that we consider to be trade secrets or other proprietary information becomes publicly available, including to our competitors, under such transparency requirements in the EU.

***Third-party claims alleging intellectual property infringement may adversely affect our business, and we may be subject to lawsuits claiming that we infringe, misappropriate or otherwise violate the intellectual property rights of third parties, which could be expensive and time consuming, delay or prevent the development and commercialization of our products and product candidates, or subject future sales to royalty payments, which could damage our business.***

Our commercial success depends in part on our avoiding infringement of the patents and proprietary rights of third parties, for example, the intellectual property rights of competitors. Our research, development and commercialization activities may be subject to claims that we infringe or otherwise violate patents owned or controlled by third parties. Numerous U.S. and foreign issued patents and pending patent applications, which are owned by third parties, exist in the fields in which we are developing our product candidates. As the biotechnology and pharmaceutical industries expand and more patents are issued, the risk increases that our activities related to our product candidates may give rise to claims of infringement of the patent rights of others. We cannot assure you that our product candidates will not infringe existing or future patents. We may not be aware of patents that have already issued that a third party might assert are infringed by our product candidates. It is also possible that patents of which we are aware, but which we do not believe are relevant to our product candidates, could nevertheless be found to be infringed by our product candidates. Nevertheless, we are not aware of any issued patents that we believe would prevent us or our licensee(s) from marketing our product candidates, if approved. There may also be patent applications that have been filed but not published that, when issued as patents, could be asserted against us. In addition, patent holding companies that focus solely on extracting royalties and settlements by enforcing patent rights may target us. As the biotechnology and pharmaceutical industries expand and more patents are issued, the risk increases that we may be subject to claims of infringement of the intellectual property rights of third parties.

Third parties making claims against us for infringement or misappropriation of their intellectual property rights may seek and obtain injunctive or other equitable relief, which could effectively block our ability to further develop and commercialize our product candidates. Further, if a patent infringement suit were brought against us, we could be forced to stop or delay research, development, manufacturing or sales of the product or product

candidate that is the subject of the suit. Defense of these claims, regardless of their merit, would cause us to incur substantial expenses and, and would be a substantial diversion of management time and employee resources from our business. In the event of a successful claim of infringement against us by a third party, we may have to (i) pay substantial damages, including treble damages and attorneys' fees if we are found to have willfully infringed the third party's patents; (ii) obtain one or more licenses from the third party; (iii) pay royalties to the third party; and/or (iv) redesign any infringing products. Redesigning any infringing products may be impossible or require substantial time and monetary expenditure. Further, we cannot predict whether any required license would be available at all or whether it would be available on commercially reasonable terms. In the event that we could not obtain a license, we may be unable to further develop and commercialize our product candidates, which could harm our business significantly. Even if we are able to obtain a license, the license would likely obligate us to pay license fees or royalties or both, and the rights granted to us might be nonexclusive, which could result in our competitors gaining access to the same intellectual property. Ultimately, we could be prevented from commercializing a product, or be forced to cease some aspect of our business operations, if, as a result of actual or threatened patent infringement claims, we are unable to enter into licenses on acceptable terms. Furthermore, even in the absence of litigation, we may need or may choose to obtain licenses from third parties to advance our research or allow commercialization of our product candidates. We may fail to obtain any of these licenses at a reasonable cost or on reasonable terms, if at all. In that event, we would be unable to further develop and commercialize our product candidates, which could harm our business significantly.

Defending ourselves in litigation is very expensive, particularly for a company of our size, and time-consuming. Some of our competitors may be able to sustain the costs of litigation or administrative proceedings more effectively than we can because of greater financial resources. Patent litigation and other proceedings may also absorb significant management time. Uncertainties resulting from the initiation and continuation of patent litigation or other proceedings could impair our ability to compete in the marketplace. The occurrence of any of the foregoing could harm our business, financial condition or results of operations.

***We may be subject to claims that our employees, consultants or independent contractors have wrongfully used or disclosed confidential information or alleged trade secrets of third parties or competitors or are in breach of non-competition or non-solicitation agreements with our competitors.***

We employ individuals who were previously employed at other biotechnology or pharmaceutical companies. We may be subject to claims that we or our employees, consultants or independent contractors have inadvertently or otherwise improperly used or disclosed confidential information or trade secrets of these third parties or our employees' former employers. Further, we may be subject to ownership disputes in the future arising, for example, from conflicting obligations of consultants or others who are involved in developing our product candidates. We may also be subject to claims that former employees, consultants, independent contractors, collaborators or other third parties have an ownership interest in our patents or other intellectual property. Litigation may be necessary to defend against these and other claims challenging our right to and use of confidential and proprietary information. If we fail in defending any such claims, in addition to paying monetary damages, we may lose our rights therein. Such an outcome could have a negative impact on our business. Even if we are successful in defending against these claims, litigation could result in substantial cost and be a distraction to our management and employees. Any litigation or the threat thereof may adversely affect our ability to hire employees. A loss of key personnel or their work product could hamper or prevent our ability to commercialize product candidates, which could have an adverse effect on our business, results of operations and financial condition. 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 substantially greater financial resources. Uncertainties resulting from the initiation and continuation of litigation proceedings could adversely affect our ability to compete in the marketplace.

***We may not be able to build name recognition in our markets of interest if our trademarks and trade names are not adequately protected and our business may be adversely affected.***

Our future trademark applications in the United States and other foreign jurisdictions may not be allowed or may be subsequently opposed. Once filed and registered, our trademarks or trade names may be challenged, infringed, circumvented or declared generic or determined to be infringing on other marks. As a means to enforce our trademark rights and prevent infringement, we may be required to file trademark claims against third parties or initiate trademark opposition proceedings. This can be expensive and time-consuming, particularly for a company of our size. We may not be able to protect our rights to these trademarks and trade names, which we need to build name recognition among potential partners or customers in our markets of interest. At times, third parties may adopt trade names or trademarks similar to ours, thereby impeding our ability to build brand identity and possibly leading to market confusion. In addition, there could be potential trade name or trademark infringement claims brought by owners of other registered trademarks or trademarks that incorporate variations of our registered or unregistered trademarks or trade names. Over the long term, if we are unable to establish name recognition based on our trademarks and trade names, then we may not be able to compete effectively and our business may be adversely affected. Our efforts to enforce or protect our proprietary rights related to trademarks, trade secrets, domain names, copyrights or other intellectual property may be ineffective and could result in substantial costs and diversion of resources. Any of the foregoing could have a material adverse effect on our business, financial condition, results of operations or prospects.

***Disputes over intellectual property subject to the Menarini License may materially impact our ability to commercialize obicetrapib.***

The licensing of intellectual property in the Menarini License is of critical importance to our business and involves complex legal, business and scientific issues and is complicated by the rapid pace of scientific discovery in our industry. Disputes may arise regarding intellectual property subject to the Menarini License, including:

- the scope of rights granted under the Menarini License and other interpretation-related issues;
- the extent to which Menarini's technology and processes infringe our intellectual property that is not subject to the Menarini License;
- claims that our technology infringes third-party intellectual property;
- the sublicensing of patent and other rights;
- our diligence obligations and what activities satisfy those diligence obligations; and
- the ownership of inventions and know-how resulting from the joint creation or use of intellectual property.

If disputes over intellectual property we have licensed to Menarini prevent or impair our ability to maintain the Menarini License on acceptable terms, we may be unable to successfully develop and commercialize obicetrapib.

#### **Risks Related to Government Regulation of the Company**

***Current and future legislation affecting the healthcare industry, including healthcare reform, may impact our business generally and may increase limitations on reimbursement, rebates and other payments, which could adversely affect third-party coverage of our products, our operations and/or how much or under what circumstances healthcare providers will prescribe or administer obicetrapib, if approved.***

The United States and some foreign jurisdictions are considering or have enacted a number of legislative and regulatory proposals to change the healthcare system in ways that could affect our ability to sell obicetrapib profitably. 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 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.



## [Table of Contents](#)

For example, in March 2010, President Obama signed into law the Patient Protection and Affordable Care Act and the Health Care and Education Affordability Reconciliation Act of 2010 (collectively, the “ACA”), a law intended, among other things, to broaden access to health insurance, improve quality of care, and reduce or constrain the growth of healthcare spending.

Provisions of the ACA relevant to the pharmaceutical industry include the following:

- an annual, nondeductible fee on any entity that manufactures or imports certain branded prescription drugs and biologic agents, apportioned among these entities according to their market share in certain government healthcare programs, not including orphan drug sales;
- 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;
- a new Medicare Part D coverage gap discount program, in which manufacturers must agree to offer 50% point-of-sale discounts on negotiated prices of applicable brand drugs to eligible beneficiaries during their coverage gap period, as a condition for the manufacturer’s 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;
- 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 certain 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 Public Health Service pharmaceutical pricing program;
- new requirements to report annually certain financial arrangements with physicians and teaching hospitals; as defined in the ACA and its implementing regulations, including reporting any payment or “transfer of value” provided to physicians and teaching hospitals and any ownership and investment interests held by physicians and their immediate family members during the preceding calendar year;
- expansion of healthcare fraud and abuse laws, including the federal civil False Claims Act and the federal Anti-Kickback Statute, new government investigative powers and enhanced penalties for noncompliance; and
- a new Patient-Centered Outcomes Research Institute to oversee, identify priorities in and conduct comparative clinical effectiveness research, along with funding for such research.

Since its enactment, there have been numerous judicial, administrative, executive, and legislative challenges to certain aspects of the ACA. On June 17, 2021, the U.S. Supreme Court dismissed the most recent judicial challenge to the ACA brought by several states without specifically ruling on the constitutionality of the ACA. Prior to the Supreme Court’s decision, President Biden issued an Executive Order to initiate a special enrollment period from February 15, 2021 through August 15, 2021 for purposes of obtaining health insurance coverage through the ACA marketplace. The Executive Order also instructed 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 unclear how other healthcare reform measures of the Biden administrations or other efforts, if any, to challenge repeal or replace the ACA, will impact our business.

In addition, other legislative changes have been proposed and adopted since the ACA was enacted. For example, in August 2011, President Obama signed into law the Budget Control Act of 2011, which, among other things,

## [Table of Contents](#)

created the Joint Select Committee on Deficit Reduction to recommend to Congress proposals in spending reductions. The Joint Select Committee did not achieve a targeted deficit reduction of an amount greater than \$1.2 trillion for the years 2013 through 2021, triggering the legislation's automatic reduction to several government programs. This includes aggregate reductions to Medicare payments to healthcare providers of up to 2.0% per fiscal year. These reductions went into effect on April 1, 2013 and, due to subsequent legislative amendments to the statute, will remain in effect through 2030, with the exception of a temporary suspension from May 1, 2020 through March 31, 2022 due to the COVID-19 pandemic. Following the suspension, a 1% payment reduction occurred beginning April 1, 2022 through June 30, 2022, and the 2% payment reduction resumed on July 1, 2022. In January 2013, President Obama signed into law the American Taxpayer Relief Act of 2012, which, among other things, reduced Medicare payments to several categories of healthcare providers and increased the statute of limitations period for the government to recover overpayments to providers from three to five years. On May 30, 2018, the Right to Try Act was signed into law. The law, among other things, provides a federal framework for certain patients to access certain investigational new drug products that have completed a Phase 1 clinical trial and that are undergoing investigation for FDA approval. Under certain circumstances, eligible patients can seek treatment without enrolling in clinical trials and without obtaining FDA permission under the FDA expanded access program. There is no obligation for a pharmaceutical manufacturer to make its drug products available to eligible patients as a result of the Right to Try Act.

Additionally, there have been several recent U.S. Congressional inquiries and proposed bills designed to, among other things, bring more transparency to drug pricing, review the relationship between pricing and manufacturer patient programs, reduce the cost of drugs under Medicare, and reform government program reimbursement methodologies for drugs. Further, the U.S. House of Representatives recently formed an Affordable Drug Pricing Task Force to advance legislation intended to control pharmaceutical drug costs and investigate pharmaceutical drug pricing, and the U.S. Senate has requested information from certain pharmaceutical companies in connection with an investigation into pharmaceutical drug pricing practices. If healthcare policies or reforms intended to curb healthcare costs are adopted, or if we experience negative publicity with respect to the pricing of obicetrapib, if approved, or any future product or the pricing of pharmaceutical drugs generally, the prices that we charge for any approved products may be limited, our commercial opportunity may be limited and/or our revenues from sales of our products may be negatively impacted.

If we obtain regulatory approval and commercialization of obicetrapib or any of our future product candidates, these laws may result in additional reductions in healthcare funding, which could have an adverse effect on our customers and accordingly, our financial operations. Legislative and regulatory proposals have been made to expand post-approval requirements and restrict sales and promotional activities for pharmaceutical products. We cannot be sure whether additional legislative changes will be enacted, or whether the FDA regulations, guidance or interpretations will be changed, or what the impact of such changes on the marketing approvals of obicetrapib or our future product candidates may be.

Although we cannot predict the full effect on our business of the implementation of existing legislation or the enactment of additional legislation pursuant to healthcare and other legislative reform, we believe that legislation or regulations that would reduce reimbursement for, or restrict coverage of, obicetrapib, if approved, or any of our future products could adversely affect how much or under what circumstances healthcare providers will prescribe or administer our products. This could adversely affect our business by reducing our ability to generate revenues, raise capital, obtain licenses and market our products. In addition, we believe the increasing emphasis on managed care in the United States has and will continue to put pressure on the price and usage of pharmaceutical products, which may adversely impact product sales.

Although we cannot predict the full effect on our business of the implementation of existing legislation or the enactment of additional legislation pursuant to healthcare and other legislative reform, we believe that legislation or regulations that would reduce reimbursement for, or restrict coverage of, obicetrapib, if approved, or any of our future products could adversely affect how much or under what circumstances healthcare providers will prescribe or administer our products. This could adversely affect our business by reducing our ability to generate

## Table of Contents

revenues, raise capital, obtain licenses and market our products. In addition, we believe the increasing emphasis on managed care in the United States has and will continue to put pressure on the price and usage of pharmaceutical products, which may adversely impact product sales.

***Our relationships with healthcare professionals, independent contractors, clinical investigators, CROs, consultants and vendors in connection with our current and future business activities may be subject to federal, state and foreign healthcare fraud and abuse laws, false claims laws, transparency laws, government price reporting, and health information privacy and security laws. If we are unable to comply, or have not fully complied, with such laws, we could face penalties.***

We may currently be or may become subject to various federal, state and foreign healthcare laws, including those intended to prevent healthcare fraud and abuse.

The federal Anti-Kickback Statute prohibits, among other things, persons or entities from knowingly and willfully soliciting, offering, receiving or paying any remuneration (including any kickback, bribe or rebate), directly or indirectly, overtly or covertly, in cash or in kind, to induce or reward either the referral of an individual for, or the purchase, lease, order or recommendation of, any good, facility, item or service, for which payment may be made, in whole or in part, under a federal healthcare program such as Medicare and Medicaid. Remuneration has been broadly defined to include anything of value, including, but not limited to, cash, improper discounts, and free or reduced price items and services.

Much like the federal 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 the EU. The provision of benefits or advantages to physicians is governed by the national anti-bribery laws of EU Member States. Infringement of these laws could result in substantial fines and imprisonment. Payments made to physicians in certain EU 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 EU Member States. These requirements are provided in the national laws, industry codes or professional codes of conduct, applicable in the EU Member States. Failure to comply with these requirements could result in reputational risk, public reprimands, administrative penalties, fines or imprisonment.

Federal false claims laws, including the federal False Claims Act (the "FCA") and civil monetary penalties law impose penalties against individuals or entities for, among other things, knowingly presenting, or causing to be presented, to the federal government, claims for payment or approval that are false or fraudulent or making a false record or statement to avoid, decrease or conceal an obligation to pay money to the federal government. The FCA has been used to, among other things, prosecute persons and entities submitting claims for payment that are inaccurate or fraudulent, that are for services not provided as claimed, or for services that are not medically necessary. The FCA includes a whistleblower provision that allows individuals to bring actions on behalf of the federal government and share a portion of the recovery of successful claims.

Many states have similar fraud and abuse statutes and regulations that may be broader in scope and may apply regardless of payor, in addition to items and services reimbursed under Medicaid and other state programs. State and federal authorities have aggressively targeted medical technology companies for, among other things, alleged violations of these anti-fraud statutes, based on improper research or consulting contracts with doctors, certain marketing arrangements that rely on volume-based pricing, off-label marketing schemes, and other improper promotional practices.

The federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") among other things, imposes criminal liability for knowingly and willfully executing, or attempting to execute, a scheme to defraud any healthcare benefit program or knowingly and willfully falsifying, concealing or covering up a material fact or making any materially false statement in connection with the delivery of or payment for healthcare benefits, items or services.

## [Table of Contents](#)

Our operations will also be subject to the federal transparency requirements under the ACA, which require certain manufacturers of drugs, devices, biologicals and medical supplies for which payment is available under Medicare, Medicaid, or the Children's Health Insurance Program, with specific exceptions, to annually report to the Centers for Medicare & Medicaid Services ("CMS") an agency within the U.S. Department of Health and Human Services ("HHS") information related to payments and other transfers of value provided to physicians, teaching hospitals, certain ownership and investment interests held by physicians and their immediate family members and certain non-physician providers (physician assistants, nurse practitioners, clinical nurse specialists, certified registered nurse anesthetists and anesthesiologist assistants, and certified-nurse midwives). We may also be subject to state laws that require drug manufacturers to report information related to payments and other transfers of value to physicians and other healthcare providers or marketing expenditures, and/or state laws that require pharmaceutical companies to comply with the pharmaceutical industry's voluntary compliance guidelines and the relevant compliance guidelines promulgated by the federal government.

We may also be subject to federal price reporting laws, which require manufacturers to calculate and report complex pricing metrics to government programs, where such reported prices may be used in the calculation of reimbursement and/or discounts on approved products, and similar laws in other jurisdictions.

***We are subject to stringent privacy laws, information security policies and contractual obligations governing the use, processing, and cross-border transfer of personal information and our data privacy and security practices.***

We receive, generate and store sensitive information, including employee and patient data, and are subject to a variety of federal, state, local and foreign laws and regulations that apply to the collection, use, retention, protection, disclosure, transfer and other processing of data in the jurisdictions in which we operate, including comprehensive regulatory systems in the United States and the EU. Legal requirements relating to data processing continue to evolve and may result in ever-increasing public scrutiny and escalating levels of enforcement, sanctions and increased costs of compliance. An actual or perceived failure to comply with laws and regulations governing personal information could result in government investigations and enforcement actions against us, fines, claims for damages by affected third parties, damage to our reputation and loss of goodwill, any of which could have a material adverse effect on our business, financial condition, results of operations or prospects.

EU data protection laws including the General Data Protection Regulation 2016/679 ("GDPR") impose strict requirements relating to the processing of personal data, including special protections for "special categories of personal data" which includes, without limitation, health and genetic information of data subjects residing in the EU. The GDPR also generally prohibits the transfer of personal information from the EU to the United States and most other foreign jurisdictions unless the parties to the transfer have implemented specific safeguards to protect the transferred personal information. There is uncertainty regarding how to ensure that transfers of personal information from the EU to the United States comply with the GDPR. As such, any transfers by us, or our vendors, of personal information from the EU may not comply with EU 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 EU data protection laws. Loss of our ability to transfer personal information from the EU may also require us to increase our data processing capabilities in those relevant jurisdictions at significant expense.

Similar privacy and data security requirements are either in place or have been proposed in the United States. There are numerous data protection laws that may be applicable to our activities, and a range of enforcement agencies at both the state and federal levels that can review companies for privacy and data security concerns based on general consumer protection laws. The Federal Trade Commission and state Attorneys General are aggressive in reviewing privacy and data security protections for consumers. New laws also are being considered or have been implemented at both the state and federal levels.

## Table of Contents

Further, regulations promulgated pursuant to HIPAA imposes privacy, security and breach notification obligations on health plans, healthcare clearinghouses and certain healthcare providers, known as covered entities, as well as their business associates that perform certain services that involve creating, receiving, maintaining or transmitting individually identifiable health information for or on behalf of such covered entities, and their covered subcontractors. HIPAA establishes privacy and security standards that limit the use and disclosure of protected health information (“PHI”) and requires the implementation of administrative, physical and technological safeguards to protect the privacy of PHI and ensure the confidentiality, integrity and availability of electronic PHI. Most healthcare providers, including research institutions from which we obtain patient health information, are subject to HIPAA. We do not believe that we are currently acting as a covered entity or business associate under HIPAA and thus are not directly subject to its requirements. However, any person may be prosecuted under HIPAA’s criminal provisions either directly or under aiding-and-abetting or conspiracy principles. Consequently, depending on the facts and circumstances, we could face substantial criminal penalties if we knowingly receive individually identifiable health information from a HIPAA-covered healthcare provider or research institution that has not satisfied HIPAA’s requirements for disclosure of individually identifiable health information.

Complying with the GDPR and other U.S. and foreign data protection laws and regulations may cause us to incur substantial operational costs or require us to change our business practices in a manner adverse to our business. Moreover, complying with these various laws could require us to take on more onerous obligations in our contracts, restrict our ability to collect, use and disclose data, or in some cases, impact our ability to operate in certain jurisdictions. 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. Failure to comply with U.S. and international data protection laws and regulations could result in government enforcement actions (which could include civil or criminal penalties), other administrative actions or litigation. For example, the GDPR sets out substantial fines for breaches of the data protection rules, increased powers for regulators, enhanced rights for individuals, and new rules on judicial remedies and collective redress. 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.

### ***Our marketing efforts may be subject to a variety of regulations.***

We may choose to conduct marketing activities, directly and indirectly, via text (SMS) messages, email, and/or through other online and offline marketing channels. Numerous foreign, federal, and state regulations may govern such marketing activities, including the Telemarketing Sales Rule, the Telephone Consumer Protection Act (“TCPA”), state and federal Do-Not-Call regulations and other state telemarketing laws, federal and state privacy laws, the CAN-SPAM Act, and the Federal Trade Commission Act and its accompanying regulations and guidelines, among others. These laws not only allow action to be brought by regulatory agencies, but some of these laws, like the TCPA, allow private individuals to bring litigation against companies for breach of these laws. If we conduct marketing activities regulated by these laws, then we may depend on third-party partners to comply with these laws. Any lawsuit brought by private individuals, or action by a regulatory agency, for an actual or alleged violation of applicable law or regulation by us or our third-party partners may have an adverse effect on our business, results of operations, and financial condition.

### ***We could be adversely affected by violations of the FCPA and other worldwide anti-bribery laws, export and import controls, sanctions, embargoes, and anti-money laundering laws and regulations.***

Various of our activities may be subject to anti-bribery, export control and import laws and regulations, including the U.S. Foreign Corrupt Practices Act (“FCPA”) the U.S. Export Administration Regulations, U.S. Customs regulations, various economic and trade sanctions regulations administered by the U.S. Treasury Department’s Office of Foreign Assets Controls, the U.S. domestic bribery statute contained in 18 U.S.C. § 201, the U.S.

## [Table of Contents](#)

Travel Act, the USA PATRIOT Act, and other state and national anti-bribery and anti-money laundering laws in the jurisdiction in which we conduct activities. Anti-corruption laws are interpreted broadly and prohibit companies and their employees, agents, contractors, and other collaborators from authorizing, promising, offering, or providing, directly or indirectly, improper payments or anything else of value to recipients in the public or private sector. These laws are complex and far-reaching in nature, and, as a result, we cannot assure you that our internal control policies and procedures will protect us from reckless or negligent acts committed by our intermediaries, or that we would not be required in the future to alter one or more of our practices to be in compliance with these laws or any changes in these laws or the interpretation thereof. We have direct or indirect interactions with officials and employees of government agencies or government-affiliated hospitals, universities and other organizations. Furthermore, because we engage, and expect to continue to engage, third parties in connection with our clinical trials and other development and commercialization activities, we can be held liable for the corrupt or other illegal activities of our personnel, agents or collaborators, even if we do not explicitly authorize or have prior knowledge of such activities. Other U.S. companies in the biopharmaceutical field have faced criminal penalties under the FCPA for allowing their agents to deviate from appropriate practices in doing business with individuals in the public or private sector.

Any violations of these laws, or allegations of such violations, could disrupt our operations, involve significant management distraction, involve significant costs and expenses, including legal fees, and could result in a material adverse effect on our business, prospects, financial condition, or results of operations or our reputation. We could also suffer severe penalties, including substantial criminal and civil penalties, imprisonment, disgorgement, reputational harm and other remedial measures.

***It may be difficult for us to profitably sell obicetrapib or any future product candidate in the United States, if approved, if coverage and reimbursement for these products is limited by government authorities and/or third-party payor policies.***

Market acceptance and sales of obicetrapib and our other product candidates, if approved, will depend on the coverage and reimbursement policies of government authorities and third-party payors, in addition to any healthcare reform measures that may affect reimbursement. Government authorities and third-party payors, such as private health insurers and health maintenance organizations, decide which medications they will cover and establish reimbursement and co-payment levels. Such authorities and other third-party payors are increasingly challenging the prices charged for healthcare products, examining the cost effectiveness of drugs in addition to their safety and efficacy, and limiting or attempting to limit both coverage and the level of reimbursement for prescription drugs. We cannot be sure that coverage will be available for obicetrapib or our other product candidates, if approved, or, if coverage is available, the level of reimbursement.

There is significant uncertainty related to the insurance coverage and reimbursement of newly approved products. In the United States, the principal decisions about reimbursement for new medicines are typically made by CMS, an agency within the U.S. Department of HHS, as CMS decides whether and to what extent a new medicine will be covered and reimbursed under Medicare. Private payors often follow CMS. It is difficult to predict what CMS as well as other payors will decide with respect to reimbursement.

Reimbursement may impact the demand for, and/or the price of, any product for which we obtain marketing approval. Assuming we obtain coverage for a given product by a third-party payor, the resulting reimbursement payment rates may not be adequate or may require co-payments that patients find unacceptably high. Patients who are prescribed medications for the treatment of their conditions, and their prescribing physicians, generally rely on third-party payors to reimburse all or part of the costs associated with their prescription drugs. Patients are unlikely to use our products unless coverage is provided and reimbursement is adequate to cover all or a significant portion of the cost of our products. Therefore, coverage and adequate reimbursement is critical to new product acceptance. Coverage decisions may depend upon clinical and economic standards that disfavor new drug products when more established or lower cost therapeutic alternatives are already available or subsequently become available. There may be significant delays in obtaining coverage and reimbursement for newly approved

## Table of Contents

drugs, and coverage may be more limited than the purposes for which the drug is approved by the FDA, the EMA or other comparable regulatory authorities. Moreover, eligibility for coverage and reimbursement does not imply that a drug will be paid for in all cases or at a rate that covers our costs, including research, development, manufacture, sale and distribution.

Reimbursement by a third-party payor may depend upon a number of factors including the third-party payor's determination that use of a product 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.

Obtaining coverage and reimbursement approval for a product from a government or other third-party payor is a time-consuming and costly process that could require us to provide supporting scientific, clinical and cost effectiveness data for the use of our products to the payor. Further, no uniform policy requirement for coverage and reimbursement for drug products exists among third-party payors in the United States. Therefore, coverage and reimbursement for drug products can differ significantly from payor to payor. As a result, the coverage determination process may require us to provide scientific and clinical support for the use of our products to each payor separately, with no assurance that coverage and adequate reimbursement will be applied consistently or obtained in the first instance. We may not be able to provide data sufficient to gain acceptance with respect to coverage and/or sufficient reimbursement levels.

We cannot be sure that coverage or adequate reimbursement will be available for obicetrapib or any of our future product candidates, if approved. Also, we cannot be sure that reimbursement amounts will not reduce the demand for, or the price of, our future products, which would in turn negatively affect revenues from any future sales. If reimbursement is not available, or is available only to limited levels that are not commercially attractive to us or our collaborators, we may not be able to commercialize obicetrapib or our other product candidates, or achieve profitability, even if approved.

### ***Marketing and reimbursement regulations may materially affect our ability to market and receive coverage for our products in foreign jurisdictions.***

We intend to seek approval to market our current and future product candidates in the United States, the EU and selected 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 certain EU Member States, the pricing of drugs is subject to governmental control and other market regulations which could put pressure on the pricing and usage of our product candidates. 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 candidates will depend significantly on the availability of adequate coverage and reimbursement from third-party payors for our product candidates and may be affected by existing and future healthcare reform measures.

In the EU, the requirements governing drug pricing and reimbursement vary widely between Member States. Some Member States provide that products may be marketed only after a reimbursement price has been agreed. Some Member States may require the completion of additional studies that compare the cost effectiveness of a particular product candidate to currently available therapies (so called health technology assessments) in order to obtain reimbursement or pricing approval. Moreover, at the national level, Member States may restrict the range of products for which their national health insurance systems provide reimbursement and to control the prices of

medicinal products for human use. Member States may approve a specific price for a product or 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 prescription volumes and issue guidance to physicians to limit prescriptions. Recently, many Member States have increased the amount of discounts required on pharmaceuticals and these efforts could continue as Member States attempt to manage healthcare expenditures, especially in light of the severe fiscal and debt crises experienced by many countries in the EU. The downward pressure on health care costs in general, particularly prescription products, has become significant. As a result, increasingly high barriers are being erected to the entry of new products in the marketplace. Political, economic and regulatory developments in the EU may further complicate pricing negotiations, and pricing negotiations may continue after reimbursement has been obtained. Reference pricing used by various Member States and parallel trade (arbitrage between low-priced and high-priced Member States) can further reduce prices. Acceptance of any medicinal product for reimbursement may come with cost, use and often volume restrictions, which again can vary by country. In addition, results based rules of reimbursement may apply. 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 any of our products, if approved in those countries. Historically, products launched in the EU 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 and the potential profitability of any of our product candidates in those countries would be negatively affected.

***We are subject to changing law and regulations regarding regulatory matters, corporate governance and public disclosure that have increased both our costs and the risk of noncompliance.***

We are subject to rules and regulations by various governing bodies, including, for example, the SEC, which are charged with the protection of investors and the oversight of companies whose securities are publicly traded, and to new and evolving regulatory measures under applicable law. Our efforts to comply with new and changing laws and regulations have resulted in increased general and administrative expenses. Moreover, because these laws, regulations and standards are subject to varying interpretations, their application in practice may evolve over time as new guidance becomes available. This evolution may result in continuing uncertainty regarding compliance matters and additional costs necessitated by ongoing revisions to our disclosure and governance practices. If we fail to address and comply with these regulations and any subsequent changes, we may be subject to penalty and our business may be harmed.

***Legislative or regulatory healthcare reforms in the United States or abroad may make it more difficult and costly for us to obtain regulatory clearance or approval of obicetrapib or any of our future product candidates now or in the future and to produce, market and distribute our products after clearance or approval is obtained.***

From time to time, legislation is drafted and introduced in Congress or by governments in foreign jurisdictions that could significantly change the statutory provisions governing the regulatory clearance or approval, manufacture, and marketing of regulated products or the reimbursement thereof. In addition, FDA, EMA or other comparable regulatory authority regulations and guidance are often revised or reinterpreted by the FDA, the EMA or other comparable regulatory authorities in ways that may significantly affect our business and our products. Any new regulations or revisions or reinterpretations of existing regulations may impose additional costs or lengthen review times of obicetrapib or any of our other product candidates now or in the future. We cannot determine what effect changes in regulations, statutes, legal interpretation or policies, when and if promulgated, enacted or adopted may have on our business in the future. Such changes could, among other things, require:

- changes to manufacturing methods;



## Table of Contents

- change in protocol design;
- additional treatment arm (control);
- recall, replacement, or discontinuance of one or more of our products; and
- additional recordkeeping.

Each of these would likely entail substantial time and cost and could harm our business and our financial results. In addition, delays in receipt of or failure to receive regulatory clearances or approvals for obicetrapib or any future products would harm our business, financial condition and results of operations.

### **Risk Related to Our Financial Position**

***We have no operating or financial history and its results of operations may differ significantly from the unaudited pro forma financial data included herein.***

We were recently incorporated and have no operating history and no revenues. New Amsterdam Pharma's unaudited pro forma condensed combined statement of profit or loss for the year ended December 31, 2021, included elsewhere in the registration statement of which this prospectus forms a part, combines FLAC's historical audited results of operations for the year ended December 31, 2021 with NewAmsterdam Pharma's historical audited results of operations for the year ended December 31, 2021, and gives pro forma effect to the Business Combination as if it had been consummated as of January 1, 2021. New Amsterdam Pharma's unaudited pro forma condensed combined statement of profit or loss for the six-months ended June 30, 2022, included elsewhere in the registration statement of which this prospectus forms a part, combines FLAC's historical unaudited statements of operations for the six months ended June 30, 2022 with NewAmsterdam Pharma's historical unaudited results of operations for the six months ended June 30, 2022, and gives pro forma effect to the Business Combination as if it had been consummated as at January 1, 2021. New Amsterdam Pharma's unaudited pro forma condensed combined statement of financial position as at June 30, 2022, combines FLAC's historical unaudited condensed balance sheets as at June 30, 2022 and NewAmsterdam Pharma's consolidated statements of financial position at June 30, 2022 and gives pro forma effect to the Business Combination as if it had been consummated on such date.

The unaudited pro forma condensed combined financial statements are presented for illustrative purposes only, are based on certain assumptions, address a hypothetical situation and reflect limited historical financial data. Therefore, the unaudited pro forma condensed combined financial statements are not necessarily indicative of the results of operations and financial position that would have been achieved had the Business Combination been consummated on the dates indicated above, or our future consolidated results of operations or financial position. Accordingly, our business, assets, cash flows, results of operations and financial condition may differ significantly from those indicated by the unaudited pro forma condensed combined financial information included in this prospectus.

***Our ability to use our tax losses to offset future taxable income may be subject to certain limitations.***

Our ability to utilize tax losses and tax loss carryforwards is conditioned upon attaining profitability and generating taxable income. We have incurred significant tax losses since inception and it is anticipated that we will continue to incur significant losses. As of December 31, 2021, we reported unused tax losses of \$173.5 million. Additionally, our ability to utilize tax losses and tax loss carryforwards to offset future taxable income may be subject to certain limitations. In this respect, pursuant to Article 20a of the Dutch Corporate Income Tax Act 1969, the tax loss carryforwards of NewAmsterdam Pharma and its Dutch subsidiary NewAmsterdam Pharma B.V. (formerly Dezima Pharma B.V.) can no longer be offset against future taxable profits if the ultimate ownership in the taxpayer has changed by an amount equal to or greater than 30%, unless certain counter evidence rules are met. We believe and have taken the position that the tax losses of NewAmsterdam Pharma B.V. available for carry forward have not been forfeited as a result of the change of ownership back in 2020,

## [Table of Contents](#)

when NewAmsterdam Pharma acquired all shares in the capital of NewAmsterdam Pharma B.V., and that the tax losses of NewAmsterdam Pharma and NewAmsterdam Pharma B.V. will not be forfeited as a result of the Business Combination. On May 25, 2022, we filed a ruling request with the Dutch Tax Authorities to confirm that the change of ownership described above did not result in the loss of the tax losses of NewAmsterdam Pharma B.V. available for carry forward at that time. However, as of the date of this prospectus, the Dutch Tax Authorities have not yet decided on our request. We currently expect, but can in no way guarantee or enforce, that the Dutch Tax Authority will grant our request. Pursuant to the Dutch corporate income tax return filed for the fiscal year ended December 31, 2020, the tax loss carryforward of NewAmsterdam Pharma amounts to \$373,842 and the tax loss carryforward of NewAmsterdam Pharma B.V. amounts to \$151,292,396. As of January 1, 2021, NewAmsterdam Pharma and NewAmsterdam Pharma B.V. are included in a so-called fiscal unity for Dutch corporate income tax purposes (the “Fiscal Unity”). Any tax loss carryforwards incurred at the level of NewAmsterdam Pharma and NewAmsterdam Pharma B.V. prior to January 1, 2021 can only be set-off against future taxable profits of the relevant entity itself (and not against the total taxable profits of the Fiscal Unity). The Company intends to file a request to extend the Fiscal Unity to the Company as per November 23, 2022, being the Final Closing Date (the “New Fiscal Unity”). Any tax loss carry forwards incurred by the Fiscal Unity during the period from January 1, 2021 until November 23, 2022 can only be set-off against future taxable profits of NewAmsterdam Pharma and NewAmsterdam Pharma B.V. (and not against the total taxable profits of the New Fiscal Unity). The amount of tax losses of the Fiscal Unity for the fiscal year ended December 31, 2021 is not yet clear, since the Dutch corporate income tax return for the fiscal year ended December 31, 2021 has yet to be filed. As a result of the foregoing, the exact amount of tax loss carryforwards in the Netherlands is not yet known. Furthermore, as at January 1, 2022, tax losses can be carried back one year and carried forward indefinitely in the Netherlands. However, both the carry back and carry forward tax loss relief will be limited to 50% of the taxable profit to the extent it exceeds EUR 1 million, calculated per financial year. As a result of transitional law, tax losses incurred in the financial years that started on or after January 1, 2013 (our oldest tax loss year at the date of this prospectus) and that are still available for carry forward as of January 1, 2022 also fall under the new scheme that entered into effect on January 1, 2022 and will therefore be indefinite.

### ***We are a holding company with no operations and rely on our operating subsidiaries to provide us with funds necessary to meet our financial obligations.***

We are a holding company that does not conduct any business operations of our own other than providing certain services to our subsidiaries. As a result, we are largely dependent upon cash dividends and distributions and other transfers, including for dividends or payments in respect of any indebtedness we may incur, from our subsidiaries to meet our obligations. Any agreements governing the indebtedness of our subsidiaries may impose restrictions on our subsidiaries’ ability to pay dividends or other distributions to us. Each of our subsidiaries is a distinct legal entity, and under certain circumstances legal and contractual restrictions may limit our ability to obtain cash from such subsidiaries. The deterioration of the earnings from, or other available assets of, our subsidiaries for any reason could also limit or impair their ability to pay dividends or other distributions to us.

### ***Our PFIC status could result in adverse U.S. federal income tax consequences to U.S. Holders.***

We believe the Company and its non-U.S. subsidiaries, including NewAmsterdam Pharma, will be treated as passive foreign investment companies (each, a “PFIC”) for U.S. federal income tax purposes for the taxable year during which the Business Combination was completed and may be treated as PFICs for future taxable years. A non-U.S. corporation is classified as a PFIC for any tax year if at least 75% of its gross income is “passive income” or at least 50% of the value of its assets, determined on the basis of quarterly averages, is attributable to assets that produce or are held for the production of “passive income.”

Passive income generally includes dividends, interest, royalties, rents (other than certain rents and royalties derived in the active conduct of a trade or business), annuities and gains from assets that produce passive income.

Cash is a passive asset for PFIC purposes, even if held as working capital. For this purpose, a non-U.S.

## [Table of Contents](#)

corporation is generally treated as owning a proportionate share of the assets and earning a proportionate share of the income of any other corporation in which it owns, directly or indirectly, at least 25% (by value) of the stock. Accordingly, we will be treated as owning the cash and other cash-equivalent items of FLAC.

Based on the composition of the income and assets of the Company and its subsidiaries, it is expected that NewAmsterdam Pharma, the Company and other non-U.S. subsidiaries will be PFICs for the 2022 taxable year and may be PFICs for future taxable years. The determination of whether the Company or any of its non-U.S. subsidiaries is a PFIC is made annually and thus subject to change, and it generally cannot be made until the end of the taxable year.

A U.S. Holder (as defined in this prospectus in the section entitled “*Taxation—United States Federal Income Tax Considerations*”) generally will be subject to additional U.S. federal income taxes and interest charges on the gain from a sale of Ordinary Shares or Public Warrants and on receipt of an “excess distribution” with respect to Ordinary Shares or any of its non-U.S. subsidiaries. A U.S. Holder of stock of a PFIC generally may mitigate these adverse U.S. federal income tax consequences, however, by making a “qualified electing fund” election or a “mark-to-market” election. If the Company determines that it and/or any of its subsidiaries is a PFIC for any taxable year, it intends to provide a U.S. Holder such information as the IRS may require, including a PFIC Annual Information Statement, in order to enable the U.S. Holder to make and maintain a “qualified electing fund” election with respect to the Company and/or such non-U.S. subsidiaries, but there can be no assurance that the Company will be able to timely provide such required information. U.S. Holders generally will not be able to make a qualified electing fund election solely with respect to the Warrants.

### **Risks Related to Ownership of Our Securities**

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

In connection with the Business Combination, the Company was converted into a public limited liability company (*naamloze vennootschap*) under Dutch law. Our corporate affairs are governed by the Articles of Association, the rules of the 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 other jurisdictions, which could adversely affect the rights of our shareholders.

In the performance of their duties, our directors are required by Dutch law to consider the interests of the Company, 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 the Articles of Association, see “*Description of Our Securities.*”

***The market price and trading volume of the Ordinary Shares and Public Warrants may be volatile and could decline significantly.***

The stock markets, including Nasdaq on which we have listed the Ordinary Shares and Public Warrants under the symbols “NAMS” and “NAMSW,” respectively, have from time to time experienced significant price and volume fluctuations. There may not be an active trading market for Ordinary Shares, which may make it difficult to sell such shares. Even if an active, liquid and orderly trading market develops and is sustained for the Ordinary Shares and Public Warrants following the Business Combination, the market price of the Ordinary Shares and

## [Table of Contents](#)

Public Warrants may be volatile and could decline significantly. In addition, the trading volume in the Ordinary Shares and Public Warrants may fluctuate and cause significant price variations to occur. If the market price of the Ordinary Shares and Public Warrants decline significantly, you may be unable to resell your shares or warrants at or above the market price of the Ordinary Shares and Public Warrants as of the date immediately following the consummation of the Business Combination. We cannot assure you that the market price of the Ordinary Shares and Public Warrants will not fluctuate widely or decline significantly in the future in response to a number of factors, including, among others, the following:

- the realization of any of the risk factors presented in this prospectus;
- additions and departures of key personnel;
- failure to comply with the requirements of Nasdaq;
- failure to comply with the Sarbanes-Oxley Act or other laws or regulations;
- future issuances, sales, resales or repurchases or anticipated issuances, sales, resales or repurchases, of Ordinary Shares including due to the expiration of contractual lock-up agreements;
- publication of research reports about the Company;
- failure to meet expectations of investors or securities analysts;
- the performance and market valuations of other similar companies;
- new laws, regulations, subsidies, or credits or new interpretations of existing laws applicable to the Company;
- commencement of, or involvement in, litigation involving the Company;
- broad disruptions in the financial markets, including sudden disruptions in the credit markets;
- speculation in the press or investment community;
- actual, potential or perceived control, accounting or reporting problems;
- actual or anticipated differences in the Company's estimates, or in the estimates of analysts, for the Company's revenues, results of operations, liquidity or financial condition;
- changes in accounting principles, policies and guidelines; and
- other events or factors, including those resulting from infectious diseases, health epidemics and pandemics (including the ongoing COVID-19 pandemic), natural disasters, war, acts of terrorism or responses to these events.

In the past, securities class-action litigation has often been instituted against companies following periods of volatility in the market price of their shares. This type of litigation could result in substantial costs and divert our management's attention and resources, which could have a material adverse effect on us.

***There can be no assurance that the Ordinary Shares or the Public Warrants will be able to comply with the continued listing standards of Nasdaq.***

In connection with the consummation of the Business Combination, we listed our Ordinary Shares and Public Warrants on Nasdaq under the symbols "NAMS" and "NAMS.W," respectively. If, after listing, we fail to satisfy the continued listing requirements of Nasdaq such as the minimum closing bid price requirement, Nasdaq may take steps to delist our securities. Such a delisting would likely have a negative effect on the price of the securities and would impair your ability to sell or purchase the securities when you wish to do so. In such a delisting, we and our shareholders could face significant material adverse consequences including:

- a limited availability of market quotations for our securities;

## Table of Contents

- reduced liquidity for our securities;
- a determination that our stock is a “penny stock” which will require brokers trading in our stock to adhere to more stringent rules, possibly resulting in a reduced level of trading activity in the secondary trading market for shares of our stock;
- a limited amount of analyst coverage; and
- a decreased ability to issue additional securities or obtain additional financing in the future.

In the event of a delisting, we can provide no assurance that any action taken by it to restore compliance with listing requirements would allow its securities to become listed again, stabilize the market price or improve the liquidity of its securities, prevent its securities from dropping below the Nasdaq minimum bid price requirement or prevent future non-compliance with Nasdaq’s listing requirements. Additionally, if our securities are not listed on, or become delisted from, Nasdaq for any reason, and are quoted on the OTC Bulletin Board, an inter-dealer automated quotation system for equity securities that is not a national securities exchange, the liquidity and price of our securities may be more limited than if they were quoted or listed on Nasdaq or another national securities exchange. You may be unable to sell your securities unless a market can be established or sustained.

### ***The exercise of registration rights may adversely affect the market price of our Ordinary Shares.***

Pursuant to the Investor Rights Agreement, we are filing this prospectus to, among other things, register the resale of 48,865,642 of our Ordinary Shares and 167,000 Private Placement Warrants held by the former holders of all issued and outstanding Class B ordinary shares, par value \$0.0001 per share, of FLAC (the “FLAC Class B Ordinary Shares”), including the Sponsor and the former holders of all other issued and outstanding FLAC Class B Ordinary Shares (together, the “FLAC Initial Shareholders”) and certain former NewAmsterdam Pharma shareholders, and their permitted transferees. The registration and availability of such a significant number of securities for trading in the public market, subject to applicable lock-up restrictions, may have an adverse effect on the market price of the Ordinary Shares. Sales of a substantial number of shares of Ordinary Shares pursuant to this resale registration statement in the public market could occur at any time the registration statement remains effective and applicable lock-up restrictions expire. In addition, certain registration rights holders can request underwritten offerings to sell their securities. These sales, or the perception in the market that the holders of a large number of shares intend to sell shares, could reduce the market price of the Ordinary Shares. An aggregate of 72,325,642 Ordinary Shares, or approximately 89% of the Ordinary Shares outstanding as of the date hereof, have registration rights pursuant to the Investor Rights Agreement and the Subscription Agreement.

### ***If securities or industry analysts do not publish or cease publishing research or reports about the Company, our business, or the market in which we operate, or if they change their recommendations regarding the Ordinary Shares adversely, then the price and trading volume of the Ordinary Shares could decline.***

The trading market for the Ordinary Shares will be influenced by the research and reports that industry or financial analysts publish about our business. We do not control these analysts, or the content and opinions included in their reports. As a new public company, we may be slow to attract research coverage and the analysts who publish information about the Ordinary Shares will have had relatively little experience with the Company, which could affect their ability to accurately forecast our results and make it more likely that we fail to meet their estimates. In the event we obtain industry or financial analyst coverage, if any of the analysts who cover us issues an inaccurate or unfavorable opinion regarding the Company, the price of the Ordinary Shares would likely decline. If one or more of these analysts cease coverage of the Company or fail to publish reports on it regularly, our visibility in the financial markets could decrease, which in turn could cause its share price or trading volume to decline.

## Table of Contents

***We do not intend to pay dividends for the foreseeable future. Accordingly, you may not receive any return on investment unless you sell your Ordinary Shares for a price greater than the price you paid for it.***

We have never declared or paid any cash dividends on its shares. We currently intend to retain all available funds and any future earnings for use in the operation of our business and do not anticipate paying any dividends on the Ordinary Shares in the foreseeable future. Consequently, you may be unable to realize a gain on your investment except by selling such shares after price appreciation, which may never occur.

The Board of Directors may only pay dividends and other distributions from the Company's reserves to the extent the Company's shareholders' equity (*eigen vermogen*) exceeds the sum of the paid-in and called-up share capital plus the reserves it must maintain under Dutch law or the Articles of Association and (if it concerns a distribution of profits) after adoption of its statutory annual accounts by its 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 the Company's reserves will be at the discretion of its board and will depend upon a number of factors, including its results of operations, financial condition, future prospects, contractual restrictions, restrictions imposed by applicable law and other factors the Board of Directors deems relevant.

Under the Articles of Association, the Board of Directors may decide that all or part of the profits shown in the Company's adopted statutory annual accounts will be added to its reserves. After reservation of any such profits, any remaining profits will be at the disposal of the general meeting at the proposal of the Board of Directors for distribution on Ordinary Shares, subject to applicable restrictions of Dutch law. The Board of Directors is permitted, subject to certain requirements and applicable restrictions of Dutch law, to declare interim dividends without the approval of the Company's general meeting. Dividends and other distributions will be made payable no later than a date determined by the Company. Claims to dividends and other distributions not made within five years from the date that such dividends or distributions became payable will lapse and any such amounts will be considered to have been forfeited to us (*verjaring*).

***We are eligible to be treated as an "emerging growth company," and we cannot be certain if the reduced disclosure requirements applicable to emerging growth companies will make the Ordinary Shares less attractive to investors, which could have a material and adverse effect on us, including growth prospects, because we may rely on these reduced disclosure requirements.***

We qualify as an emerging growth company within the meaning of the Securities Act, and if we takes advantage of certain exemptions from disclosure requirements available to emerging growth companies, it could make our securities less attractive to investors and may make it more difficult to compare our performance with other public companies.

We are eligible to be treated as an emerging growth company, as defined in Section 2(a) of the Securities Act, as modified by the Jumpstart Our Business Startups Act of 2012 ("JOBS Act"). Under the JOBS Act, emerging growth companies can delay adopting new or revised financial accounting standards until such time as those standards apply to private companies. We intend to take advantage of this extended transition period under the JOBS Act for adopting new or revised financial accounting standards.

We will remain an "emerging growth company" until the earliest to occur of (i) the last day of the fiscal year (a) following the fifth anniversary of the effective date of the registration statement on Form F-4, filed by the Company, as most recently amended on October 13, 2022 (the "Proxy Statement/Prospectus"), (b) in which we have total annual gross revenue of at least \$1.235 billion or (c) in which we are deemed to be a large accelerated filer, which means the market value of the Ordinary Shares that is held by non-affiliates exceeds \$700 million as of the last business day of our prior second fiscal quarter, and (ii) the date on which we have issued more than \$1.0 billion in non-convertible debt during the prior three-year period.

For as long as we continue to be an emerging growth company, it may also take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not emerging growth

## [Table of Contents](#)

companies, including presenting only limited selected financial data, not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act, and to the extent we no longer qualified as a “foreign private issuer,” reduced disclosure obligations regarding executive compensation in its periodic reports and proxy statements, and exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and shareholder approval of any golden parachute payments not previously approved. As a result, our shareholders may not have access to certain information that they may deem important.

We cannot predict if investors will find Ordinary Shares less attractive because we may rely on these exemptions. If some investors find the Ordinary Shares less attractive as a result, there may be a less active trading market for Ordinary Shares and the price of Ordinary Shares may be more volatile. Further, there is no guarantee that the exemptions available to us under the JOBS Act will result in significant savings. To the extent that we choose not to use exemptions from various reporting requirements under the JOBS Act, it will incur additional compliance costs, which may impact our financial condition.

### ***Our management team has limited experience managing a public company.***

Most members of our management team have limited or no experience managing a publicly traded company, interacting with public company investors, and complying with the increasingly complex laws, rules and regulations that govern public companies. As a public company, we are subject to significant obligations relating to reporting, procedures and internal controls, in both the United States and the Netherlands, and our management team may not successfully or efficiently manage such obligations. These obligations and scrutiny will require significant attention from our management and could divert their attention away from the day-to-day management of our business, which could adversely affect our business, financial condition and results of operations. In connection with the Business Combination, the Company’s legal form was converted from a private company with limited liability to a public limited liability company in the Netherlands. Such conversion imposes additional burdens on our management team.

### ***Investors may have difficulty enforcing civil liabilities against the Company or the members of the Board of Directors.***

We are organized and existing under the laws of the Netherlands and, as such, Dutch private international law governs 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 or 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 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 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, the Hague Convention on Choice of Court Agreements has 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 that foreign judgment if (i) the jurisdiction of the foreign court was based on a ground of

## Table of Contents

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. However, even if such a foreign judgment is given binding effect, a claim based on that foreign judgment may 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 Articles of Association provide that the federal district courts of the United States of America will be the exclusive forum for resolving any complaint asserting a cause of action arising under the Securities Act and the Exchange Act, which could limit the ability of our securityholders to choose a favorable judicial forum for disputes with us or our directors, officers or employees.***

The Articles of Association provide that, unless we consent 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 Securities Act or the Exchange Act, to the fullest extent permitted by applicable law, shall be the U.S. federal district courts. This choice of forum provision may increase a securityholder's cost and limit the securityholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with us or our directors, officers or other employees, which may discourage lawsuits against us or our directors, officers and other employees. Our shareholders will not be deemed to have waived our compliance with the U.S. federal securities laws and the rules and regulations thereunder as a result of the exclusive forum provision. Any person or entity purchasing or otherwise acquiring any of the Ordinary Shares or other securities, whether by transfer, sale, operation of law or otherwise, will be deemed to have notice of and have irrevocably agreed and consented to this provision. There is uncertainty as to whether a court would enforce such provision. The Securities Act provides that state courts and federal courts will have concurrent jurisdiction over claims under the Securities Act, and the enforceability of similar choice of forum provisions in other companies' charter documents has been challenged in legal proceedings. It is possible that a court could find this type of provisions to be inapplicable or unenforceable, and if a court were to find this provision in the Articles of Association to be inapplicable or unenforceable in an action, we may incur additional costs associated with resolving the dispute in other jurisdictions, which could have adverse effect on our business and financial performance.

***Each of the Sponsor and NewAmsterdam Pharma's former shareholders own a significant portion of Ordinary Shares and have representation on the Board of Directors. Sponsor and NewAmsterdam Pharma's former shareholders may have interests that differ from those of other shareholders.***

Immediately following the completion of the Business Combination, approximately 11.6% of Ordinary Shares were owned by the FLAC Initial Shareholders and affiliates of the Sponsor and approximately 23.2% of Ordinary Shares were owned by the PIPE Investors (excluding the FLAC Initial Shareholders and affiliates of the Sponsor). These levels of ownership interests assume that (i) none of the Warrants have been exercised, (ii) none of the 1,886,137 Earnout Shares have been issued, and (iii) no options to purchase Ordinary Shares (the "Options") or awards that may be issued under the LTIP or have been issued under the Rollover Plan have been exercised. In addition, two of our non-executive director nominees were designated by FLAC. As a result, the Sponsor or its affiliates and our shareholders may be able to significantly influence the outcome of matters submitted for director action, subject to obligation of the Board of Directors to act in the interest of all of our stakeholders, and for shareholder action, including the designation and appointment of the Board of Directors and approval of



## [Table of Contents](#)

significant corporate transactions, including business combinations, consolidations and mergers. The influence of the Sponsor or its affiliates and our current shareholders over our management could have the effect of delaying or preventing a change in control or otherwise discouraging a potential acquirer from attempting to obtain control of the Company, which could cause the market price of Ordinary Shares to decline or prevent our shareholders from realizing a premium over the market price for Ordinary Shares. Additionally, the Sponsor, which is in the business of making investments in companies and which may from time to time acquire and hold interests in businesses that compete directly or indirectly with us or that supply us with goods and services. The Sponsor may also pursue acquisition opportunities that may be complementary to (or competitive with) our business, and as a result those acquisition opportunities may not be available to us. Investors in Ordinary Shares should consider that the interests of the Sponsor or its affiliates and our current shareholders may differ from their interests in material respects.

***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 or prevent fraud. As a result, shareholders could lose confidence in our financial and other public reporting, which is likely to negatively affect our business and the market price of the Ordinary Shares and Public Warrants.***

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 are required, pursuant to Section 404 of the Sarbanes-Oxley Act, to furnish a report by our management on, among other things, the effectiveness of our internal control over financial reporting, beginning with our annual report filed with the SEC for the first fiscal year ending December 31, 2023. 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. We are in the very early stages of the costly and challenging process of planning the activities necessary to perform the evaluation needed to comply with Section 404. Effective internal control over financial reporting is necessary for us to provide reliable financial reports and prevent fraud. Any failure to implement required new or improved controls, or difficulties encountered in our implementation could cause us to fail to meet our reporting obligations. In addition, any testing conducted by us, or any testing conducted by our independent registered public accounting firm, may reveal deficiencies in our internal control over financial reporting that are deemed to be material weaknesses or that may require prospective or retroactive changes to our financial statements or identify other areas for further attention or improvement. Inferior internal controls could also cause investors to lose confidence in our reported financial information, which is likely to negatively affect our business and the market price of the Ordinary Shares and Public Warrants.

In connection with the preparation of NewAmsterdam Pharma's financial statements at and for the years ended December 31, 2021 and 2020, its management identified material weaknesses in the design of its 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 its business and IT processes. Specifically, the material weaknesses that was identified, individually or in the aggregate, included the following:

- a lack of consistent and documented risk assessment procedures and control activities related to financial reporting, among which a sufficient level of management review and approval, manual processes, roles and responsibilities, and adequate application and controls over information technology; and
- failure to maintain a sufficient complement of personnel commensurate with its accounting and reporting requirements as it continues to grow as a company, and ability to: (i) design and maintain formal accounting policies, procedures and controls over the fair presentation of financial statements;

(ii) analyze, record and disclose complex accounting matters timely and accurately; and (iii) design and maintain controls over the preparation and review of journal entries and financial statements, including maintaining appropriate segregation of duties.

We were formed shortly before the completion of the Business Combination and NewAmsterdam Pharma was 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. 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 weakness described above, including by engaging consultants to assist management in developing internal control procedures and anticipate hiring additional qualified accounting and financial reporting personnel, and further evolving our accounting processes and policies. 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. The remediation measures we engage in may be time consuming and costly and there is no assurance that these initiatives will ultimately have the intended effects.

We will be required to disclose changes made in our internal controls and procedures on an annual basis and our management will be required to assess the effectiveness of these controls annually. However, for as long as we are an “emerging growth company” under the JOBS Act, our independent registered public accounting firm will not be required to attest to the effectiveness of our internal control over financial reporting pursuant to Section 404(b) of the Sarbanes-Oxley Act. An independent assessment of the effectiveness of our internal controls could detect problems that our management’s assessment might not. Undetected material weaknesses in our internal controls could lead to financial statement restatements and require us to incur the expense of remediation.

***We may redeem your unexpired warrants prior to their exercise at a time that is disadvantageous to you, thereby making your warrants worthless.***

We have the ability to redeem all outstanding Warrants at any time after they become exercisable and prior to their expiration, at a price of \$0.01 per warrant, if, among other things, the Reference Value equals or exceeds \$18.00 per share (as adjusted for share sub-divisions, share capitalizations, reorganizations, recapitalizations and the like). Please see “*Description of Our Securities—Share Capital—Warrants—Redemptions of Warrants for cash when the price per Ordinary Share equals or exceeds \$18.00.*” If and when the Warrants become redeemable by us, we may exercise our redemption right even if we are unable to register or qualify the underlying securities for sale under all applicable state securities laws. Redemption of the outstanding Warrants as described above could force you to (i) exercise your Warrants and pay the exercise price therefor at a time when it may be disadvantageous for you to do so, (ii) sell your Warrants at the then-current market price when you might otherwise wish to hold your Warrants or (iii) accept the nominal redemption price which, at the time the outstanding Warrants are called for redemption, is likely to be substantially less than the market value of your Warrants. None of the Private Placement Warrants will be redeemable by us so long as they are held by the Sponsor or their permitted transferees.

In addition, we have the ability to redeem the outstanding Warrants at any time after they become exercisable and prior to their expiration, at a price of \$0.10 per warrant if, among other things, the Reference Value equals or exceeds \$10.00 per share (as adjusted for share sub-divisions, share dividends, rights issuances, subdivisions, reorganizations, recapitalizations and the like) and the former holders of the Private Placement Warrants have also been called for redemption, subject to certain limitations as set forth in the Warrant Assignment, Assumption and Amendment Agreement, dated November 22, 2022, between us, Continental and FLAC (the “Warrant Assumption Agreement”). In such a case, the holders will be able to exercise their Warrants prior to redemption for a number of Ordinary Shares determined based on the redemption date and the fair market value of the Ordinary Shares. Please see “*Description of Our Securities—Share Capital—Warrants—Redemptions of Warrants for cash when the price per Ordinary Share equals or exceeds \$10.00.*” The value received upon

## Table of Contents

exercise of the Warrants (1) may be less than the value the holders would have received if they had exercised their Warrants at a later time where the underlying share price is higher and (2) may not compensate the holders for the value of the Warrants, including because the number of ordinary shares received is capped at 0.361 shares of the Ordinary Shares per warrant (subject to adjustment) irrespective of the remaining life of the warrants.

***Warrants will become exercisable for Ordinary Shares, which would increase the number of shares eligible for future resale in the public market and result in dilution to shareholders.***

Outstanding Warrants to purchase an aggregate of 4,767,000 Ordinary Shares will become exercisable in accordance with the terms of the Warrant Assumption Agreement. The Warrants will become exercisable at any time commencing 30 days after the completion of the Business Combination. The exercise price of the Warrants will be \$11.50 per share. To the extent such warrants are exercised, additional Ordinary Shares will be issued, which will result in dilution to the holders of Ordinary Shares and increase the number of shares eligible for resale in the public market. Sales of substantial numbers of such shares in the public market or the fact that such warrants may be exercised could adversely affect the market price of Ordinary Shares. However, there is no guarantee that the Warrants will ever be in the money prior to their expiration, and as such, the Warrants may expire worthless.

***The terms of the Public Warrants may be amended in a manner adverse to a holder if holders of at least 65% of the then outstanding Public Warrants approve of such amendment.***

The Warrant Assumption Agreement provides that (i) the terms of the Warrants may be amended without the consent of any holder for the purpose of (a) curing any ambiguity or correct any mistake, including to conform the provisions of the Warrant Assumption Agreement to the description of the terms of such warrants and the Warrant Assumption Agreement set forth in this prospectus, or defective provision, (b) amending the definition of “Ordinary Cash Dividend” as contemplated by and in accordance with the Warrant Assumption Agreement or (c) adding or changing any provisions with respect to matters or questions arising under the Warrant Assumption Agreement as the parties to the Warrant Assumption Agreement may deem necessary or desirable and that the parties deem to not adversely affect the rights of the registered holders of such warrants under the Warrant Assumption Agreement and (ii) all other modifications or amendments require the vote or written consent of at least 65% of the then outstanding Public Warrants; provided that any amendment that solely affects the terms of the Private Placement Warrants or any provision of the Warrant Assumption Agreement solely with respect to the Private Placement Warrants will require at least 50% of the then outstanding Private Placement Warrants.

Accordingly, we may amend the terms of the Public Warrants in a manner adverse to a holder if holders of at least 65% of the then outstanding Public Warrants approve of such amendment. Although the ability to amend the terms of the Public Warrants with the consent of at least 65% of the then outstanding Public Warrants is unlimited, examples of such amendments could be amendments to, among other things, increase the exercise price of the warrants, shorten the exercise period or decrease the number of ordinary shares purchasable upon exercise of a warrant.

***The Warrant Assumption Agreement designates the courts of the State of New York or the United States District Court for the Southern District of New York as the sole and exclusive forum for certain types of actions and proceedings that may be initiated by holders of Warrants, which could limit the ability of Warrant holders to obtain a favorable judicial forum for disputes with us.***

The Warrant Assumption Agreement provides that, subject to applicable law, (i) any action, proceeding or claim against us arising out of or relating in any way to the Warrant Assumption Agreement, including under the Securities Act, will be brought and enforced in the courts of the State of New York or the United States District Court for the Southern District of New York, and (ii) that we will irrevocably submit to such jurisdiction, which jurisdiction will be the exclusive forum for any such action, proceeding or claim.

## Table of Contents

Notwithstanding the foregoing, these provisions of the Warrant Assumption Agreement do not apply to suits brought to enforce any liability or duty created by the Exchange Act or any other claim for which the federal district courts of the United States of America are the sole and exclusive forum. Any person or entity purchasing or otherwise acquiring any interest in any of the Warrants will be deemed to have notice of and to have consented to the forum provisions in the Warrant Assumption Agreement. If any action, the subject matter of which is within the scope of the forum provisions of the Warrant Assumption Agreement, is filed in a court other than a court of the State of New York or the United States District Court for the Southern District of New York (a “foreign action”) in the name of any holder of Warrants, such holder will be deemed to have consented to: (x) the personal jurisdiction of the state and federal courts located in the State of New York in connection with any action brought in any such court to enforce the forum provisions (an “enforcement action”), and (y) having service of process made upon such warrant holder in any such enforcement action by service upon such warrant holder’s counsel in the foreign action as agent for such Warrant holder.

This choice-of-forum provision may limit a Warrant holder’s ability to bring a claim in a judicial forum that it finds favorable for disputes, which may discourage such lawsuits. Alternatively, if a court were to find this provision of the Warrant Assumption Agreement inapplicable or unenforceable with respect to one or more of the specified types of actions or proceedings, we may incur additional costs associated with resolving such matters in other jurisdictions, which could materially and adversely affect its business, financial condition and results of operations and result in a diversion of the time and resources of management and the Board of Directors.

### ***Future issuances of equity securities may adversely affect us, including the market price of Ordinary Shares, and may be dilutive to existing shareholders.***

In the future, we may issue equity ranking senior to Ordinary Shares. Such securities will generally have priority upon liquidation and may be governed by an instrument containing covenants restricting its operating flexibility. Additionally, any convertible or exchangeable securities that we issue in the future may have rights, preferences and privileges more favorable than those of Ordinary Shares. Because our decision to issue equity in the future will depend on market conditions and other factors beyond our control, it cannot predict or estimate the amount, timing, nature or success of our future capital raising efforts. As a result, future capital raising efforts may reduce the market price of Ordinary Shares and be dilutive to existing shareholders.

### ***Our shareholders may not have any preemptive rights in respect of future issuances of Ordinary Shares, and, as a result, may experience substantial dilution upon future issuances of Ordinary Shares or grants of rights to subscribe for such shares.***

In the event of an issuance of Ordinary Shares or a grant of rights to subscribe for Ordinary 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 Ordinary 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. The Board of Directors will be authorized for a period of five years from the completion of the Holdco Reorganization to issue shares or grant rights to subscribe for shares up to the Company’s 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 the Company.

### ***We are not obligated to, and do not, comply with all best practice provisions of the Dutch Corporate Governance Code.***

We are subject to the Dutch Corporate Governance Code (the “DCGC”). The DCGC contains principles and best practice provisions on corporate governance that regulate relations between the board 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

## [Table of Contents](#)

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 “*Description of Our Securities*.” 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.

***Provisions of the Articles of Association or Dutch corporate law might deter acquisition bids for the Company that might be considered favorable and prevent, delay or frustrate any attempt to replace or dismiss directors.***

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

In addition, certain provisions of the 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 the Board of Directors. These include:

- a provision that the Company’s directors can only be appointed on the basis of a binding nomination prepared by the 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 the Company’s directors can 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 the 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 the Board of Directors or the Company’s former Chief Executive Officer to manage the Company’s affairs if all of its’s directors are dismissed and to appoint others to be charged with our affairs, including the preparation of a binding nomination for our 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 the Articles of Association, may only be resolved upon by the Company’s general meeting if proposed by the Board of Directors.

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

Furthermore, in accordance with the DCGC, shareholders who have the right to put an item on the agenda for the Company’s general meeting or to request the convening of a general meeting will not exercise such rights until after they have consulted the Board of Directors. If exercising such rights may result in a change in our strategy (for example, through the dismissal of one or more directors), the Board of Directors must be given the opportunity to invoke a reasonable period of up to 180 days to respond to the shareholders’ intentions. If invoked, the Board of Directors must use such response period for further deliberation and constructive consultation, in any event with the shareholder(s) concerned and exploring alternatives. At the end of the response time, the Board of Directors will report on this consultation and the exploration of alternatives to the Company’s general meeting. The response period may be invoked only once for any given general meeting and will not apply (i) in respect of a matter for which a response period has been previously invoked or (ii) if a shareholder holds at least 75% of our issued share capital as a consequence of a successful public bid.

Moreover, the Board of Directors can invoke a cooling-off period of up to 250 days when shareholders, using their right to have items added to the agenda for a general meeting or their right to request a general meeting, propose an agenda item for the Company’s general meeting to dismiss, suspend or appoint one or more directors (or to amend any provision in the Articles of Association dealing with those matters) or when a public offer for the Company is made or announced without our support, provided, in each case, that the Board of Directors

## Table of Contents

believes that such proposal or offer materially conflicts with the interests of the Company and its business. During a cooling-off period, the Company's general meeting cannot dismiss, suspend or appoint directors (or amend the provisions in the Articles of Association dealing with those matters) except at the proposal of the Board of Directors. During a cooling-off period, the Board of Directors must gather all relevant information necessary for a careful decision-making process and at least consult with shareholders representing 3% or more of our issued share capital at the time the cooling-off period was invoked, as well as with our Dutch works council (if we or, under certain circumstances, any of its subsidiaries would have one). Formal statements expressed by these stakeholders during such consultations must be published on our website to the extent these stakeholders have approved that publication. Within one week following the last day of the cooling-off period, the 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. Shareholders representing at least 3% of our issued share capital may request the Enterprise Chamber (*Ondernemingskamer*) of the Amsterdam Court of Appeal (the "Enterprise Chamber"), for early termination of the cooling-off period. The Enterprise Chamber must rule in favor of the request if the shareholders can demonstrate that:

- the Board of Directors, in light of the circumstances at hand when the cooling-off period was invoked, could not reasonably have concluded that the relevant proposal or hostile offer constituted a material conflict with the interests of us and our business;
- the Board of Directors cannot reasonably believe that a continuation of the cooling-off period would contribute to careful policy-making; or
- other defensive measures, having the same purpose, nature and scope as the cooling-off period, have been activated during the cooling-off period and have not since been terminated or suspended within a reasonable period at the relevant shareholders' request (i.e., no "stacking" of defensive measures).

***As a "foreign private issuer," we are exempt from a number of rules under the U.S. securities laws and are permitted to file less information with the SEC than a U.S. domestic public company, which may limit the information available to holders of the Ordinary Shares and Warrants.***

We are a "foreign private issuer," as such term is defined in Rule 405 under the Securities Act. Because we qualify as a "foreign private issuer" under the Exchange Act, we are exempt from certain provisions of the Exchange Act that are applicable to U.S. domestic public companies, including (1) the sections of the Exchange Act regulating the solicitation of proxies, consents or authorizations in respect of a security registered under the Exchange Act, (2) the sections of the Exchange Act requiring insiders to file public reports of their share ownership and trading activities and liability for insiders who profit from trades made in a short period of time and (3) the rules under the Exchange Act requiring the filing with the SEC of quarterly reports on Form 10-Q containing unaudited financial and other specified information, although we are subject to Dutch laws and regulations with regard to certain of these matters and intend to furnish comparable quarterly information on Form 6-K. In addition, foreign private issuers are not required to file their annual report on Form 20-F until 120 days after the end of each fiscal year, while U.S. domestic issuers that are accelerated filers are required to file their annual report on Form 10-K within 75 days after the end of each fiscal year and U.S. domestic issuers that are large accelerated filers are required to file their annual report on Form 10-K within 60 days after the end of each fiscal year. As long as we are eligible for the foreign private issuer exemption, we will not be required to obtain shareholder approval for certain dilutive events, such as the establishment or material amendment of certain equity-based compensation plans, we will not be required to provide detailed executive compensation disclosure in our periodic reports, and we will be exempt from the requirements of holding a nonbinding advisory vote on executive compensation and shareholder approval of any golden parachute payments not previously approved.

Also, as a "foreign private issuer," we are permitted to follow home country practice in lieu of certain corporate governance rules of the Nasdaq, including those that require listed companies to have a majority of independent

## [Table of Contents](#)

directors and independent director oversight of executive compensation, nomination of directors and corporate governance matters. As long as we rely on the foreign private issuer exemption, a majority of the Board of Directors will not be required to be independent directors and our compensation committee will not be required to be composed entirely of independent directors. Accordingly, holders of Ordinary Shares may not have the same protections afforded to shareholders of listed companies that are subject to all of the applicable corporate governance requirements.

### ***We may lose foreign private issuer status in the future, which could result in significant additional costs and expenses.***

As discussed above, we are a “foreign private issuer,” and therefore are not required to comply with all of the periodic disclosure and current reporting requirements of the Exchange Act. The determination of foreign private issuer status is made annually on the last business day of an issuer’s most recently completed second fiscal quarter, and, accordingly, the next determination will be made with respect to the Company on June 30, 2023. In the future, we would lose our foreign private issuer status if more than 50% of our outstanding voting securities are owned by U.S. residents and any of the following three circumstances applies: (i) the majority of our executive officers or directors 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. If we lose our foreign private issuer status, we will be required to file with the SEC periodic reports and registration statements on U.S. domestic issuer forms, which are more detailed and extensive than the forms available to a foreign private issuer. We would have to begin preparing our financial statements in accordance with U.S. GAAP. We would also have to mandatorily comply with U.S. federal proxy requirements, and our officers, directors and principal shareholders will become subject to the short-swing profit disclosure and recovery provisions of Section 16 of the Exchange Act. In addition, we would lose our ability to rely upon exemptions from certain corporate governance requirements under the listing rules of Nasdaq. As a U.S. listed public company that is not a foreign private issuer, we would incur significant additional legal, accounting and other expenses that we will not incur as a foreign private issuer.

### ***As we are a “foreign private issuer” and follow certain home country corporate governance practices, our shareholders may not have the same protections afforded to shareholders of companies that are subject to all Nasdaq corporate governance requirements.***

As a “foreign private issuer,” we have the option to follow certain home country corporate governance practices rather than those of Nasdaq, provided that we disclose the requirements we are not following and describes the home country practices we are following. As a result, in accordance with the listing requirements of Nasdaq we rely on home country governance requirements and certain exemptions thereunder rather than relying on the corporate governance requirements of Nasdaq. In accordance with Dutch law and generally accepted business practices, the Articles of Association do not provide quorum requirements generally applicable to general meetings. To this extent, our practice varies from the requirement of Nasdaq Listing Rule 5620(c), which requires an issuer to provide in its bylaws for a generally applicable quorum, and that such quorum may not be less than one-third of the outstanding voting shares. Although we must provide shareholders with an agenda and other relevant documents for our general meetings, Dutch law does not have a regulatory regime for the solicitation of proxies and the solicitation of proxies is not a generally accepted business practice in the Netherlands, thus our practice will vary from the requirement of Nasdaq Listing Rule 5620(b). As permitted by the listing requirements of Nasdaq, we have also opted out of the requirements of Nasdaq Listing Rule 5605(b)(2), which requires that independent directors have regularly scheduled meetings at which only independent directors are present. In addition, we have opted out of shareholder approval requirements, as included in the Nasdaq Listing Rules, for the issuance of securities in connection with certain events such as the acquisition of shares or assets of another company (if, due to the potential issuance of ordinary shares, the ordinary shares would have upon issuance voting power equal to or in excess of 20% of the voting power outstanding before the issuance of stock), the establishment of or amendments to equity-based compensation plans for employees, a change of control of our company and certain private placements. To this extent, our

---

## [Table of Contents](#)

practice varies from the requirements of Nasdaq Rule 5635, which generally requires an issuer to obtain shareholder approval for the issuance of securities in connection with such events. Accordingly, you may not have the same protections afforded to shareholders of companies that are subject to these Nasdaq requirements.

***Dutch and European insolvency laws are substantially different from U.S. insolvency laws and may offer our shareholders less protection than they would have under U.S. insolvency laws.***

As a Dutch public limited liability company, we are subject to Dutch insolvency laws in the event any insolvency proceedings are initiated against us including, among other things, Regulation (EU) 2015/848 of the European Parliament and of the Council of May 20, 2015 on insolvency proceedings. Should courts in another EU Member State determine that our centre of main interests (COMI) is situated in that member state, the courts in that member state will in principle have jurisdiction over the insolvency proceedings initiated against us and the insolvency laws of that member state will in principle apply to us, in accordance with and subject to such EU regulations. Insolvency laws in the Netherlands or the relevant other European member state, if any, may offer our shareholders less protection than they would have under U.S. insolvency laws and make it more difficult for our shareholders to recover the amount they could expect to recover in a liquidation under U.S. insolvency laws.



## USE OF PROCEEDS

All of the Ordinary Shares and Private Placement Warrants offered by the Selling Securityholders pursuant to this prospectus will be sold by the Selling Securityholders for their respective accounts. We will not receive any proceeds from the sale of Ordinary Shares or Private Placement Warrants by the Selling Securityholders pursuant to this prospectus.

We expect to receive up to an aggregate of approximately 57.0 million from the exercise of Warrants and Rollover Options offered pursuant to this prospectus, assuming the exercise in full of all such Warrants and Rollover Options for cash. We expect to use the net proceeds from the exercise of the Warrants and Options for general corporate purposes. Our management will have broad discretion over the use of proceeds from the exercise of the Warrants and Rollover Options.

There is no assurance that the holders of the Warrants or Rollover Options will elect to exercise any or all of the Warrants or Rollover Options. To the extent that the Public Warrants are exercised on a “cashless basis,” the amount of cash we would receive from the exercise of the Public Warrants will decrease.

We will pay certain expenses associated with the registration of the securities covered by this prospectus, as described in the section titled “*Plan of Distribution*.”

## DIVIDEND POLICY AND MARKET PRICE OF OUR SECURITIES

We have never declared or paid any cash dividends on our Ordinary Shares. We currently intend to retain all available funds and any future earnings for use in the operation of our business and do not anticipate paying any dividends on the Ordinary Shares in the foreseeable future. The Board of Directors 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 it must maintain under Dutch law or the Articles of Association and (if it concerns a distribution of profits) after adoption of our statutory annual accounts by the 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 the 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 the Board of Directors deems relevant.

Under the Articles of Association, the Board of Directors may decide that all or part of the 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 the Board of Directors for distribution on Ordinary Shares, subject to applicable restrictions of Dutch law. The Board of Directors is permitted, subject to certain requirements and applicable restrictions of Dutch law, to declare interim dividends without the approval of the General Meeting. Dividends and other distributions will be made payable no later than a date determined by the Company. 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*).

Our Ordinary Shares and Public Warrants began trading on Nasdaq under the symbols "NAMS" and "NAMSW", respectively, on November 23, 2022. On December 16, 2022, the closing price for our Ordinary Shares on Nasdaq was \$10.50. On December 16, 2022, the closing price for our Public Warrants on Nasdaq was \$0.90.

As of November 22, 2022, the date we closed the Business Combination, there were approximately 52 shareholders of record of our Ordinary Shares and one holder of record of our Public Warrants. The actual number of shareholders is greater than this number of record holders and includes shareholders who are beneficial owners but whose shares are held in street name by brokers and other nominees. This number of holders of record also does not include shareholders whose shares may be held in trust or by other entities.

## CAPITALIZATION

The following table sets forth the capitalization of the Company on an unaudited pro forma combined basis as of June 30, 2022, after giving effect to the Business Combination and the PIPE Financing.

The information in this table should be read in conjunction with the financial statements and notes thereto and other financial information included in this prospectus and any prospectus supplement and the information under “*Management’s Discussion and Analysis of Financial Condition and Results of Operations.*” Our historical results do not necessarily indicate our expected results for any future periods.

As of June 30, 2022	Actual (€) in thousands	Pro Forma Combined (€) in thousands <sup>(1)</sup>
Cash and cash equivalents	89,478	369,521
Total liabilities	33,433	37,125
Share capital	163,556	589,995
Retained earnings	19,837	(45,206)
Other reserves	1,029	1,029
Total equity	184,422	545,818
Total equity and liabilities	217,855	582,943

- (1) The pro forma financial information was translated from USD to EUR using the historical closing exchange rate, as at June 30, 2022, of \$1.0469 per EUR. Applying the exchange rate as of the Closing (1.0306 per EUR), the gross proceeds from the Business Combination would be approximately EUR 89.7 million in proceeds from the trust account and EUR 227.6 million from the PIPE Financing. The pro forma information is presented for informational purposes only and is not necessarily indicative of what our financial position and results would have been had these transactions actually occurred at such date nor is it indicative of our future financial position or performance.

## UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL INFORMATION

### **Introduction**

The following unaudited pro forma condensed combined financial information is provided to aid you in your analysis of the financial aspects of the Business Combination. The following unaudited pro forma condensed combined financial information presents the historical financial information of FLAC and NewAmsterdam Pharma adjusted to give effect to the Business Combination. The following unaudited pro forma condensed combined financial information has been prepared in accordance with Article 11 of Regulation S-X as amended by the final rule, Release No. 33-10786 “Amendments to Financial Disclosures about Acquired and Disposed Businesses.”

The unaudited pro forma condensed combined statement of financial position as at June 30, 2022, gives pro forma effect to the Business Combination as if it had been consummated as of that date. The unaudited pro forma condensed combined statements of profit or loss for the year ended December 31, 2021 and the six months ended June 30, 2022, give pro forma effect to the Business Combination as if it had occurred as of January 1, 2021.

The unaudited pro forma condensed combined financial information has been presented for illustrative purposes only and is not necessarily indicative of the financial position and results of operations that would have been achieved had the Business Combination and related transactions occurred on the dates indicated. Further, the unaudited pro forma condensed combined financial information may not be useful in predicting the future financial condition and results of operations of the post-combination company. The actual financial position and results of operations may differ significantly from the pro forma amounts reflected herein due to a variety of factors. The unaudited pro forma adjustments represent management’s estimates based on information available as of the date of the unaudited pro forma condensed combined financial information and is subject to change as additional information becomes available and analyses are performed. This pro forma financial information should be read in conjunction with the financial statements of FLAC and NewAmsterdam Pharma found elsewhere in this prospectus and sections titled “*Management’s Discussion and Analysis of Financial Condition and Results of Operations*,” “*Selected Consolidated Historical and Other Financial Information*.”

The unaudited pro forma condensed combined statement of profit or loss for the year ended December 31, 2021 has been prepared using the following:

- the consolidated statement of operations for the year ended December 31, 2021 derived from the audited statement of operations for the year ended December 31, 2021 and for the period from October 7, 2020 (inception) through December 31, 2020 of FLAC and the related notes thereto included elsewhere in the registration statement of which this prospectus forms a part. The consolidated financial statements of FLAC have been prepared under U.S. GAAP with the U.S. dollar as its reporting currency; and
- the consolidated statement of profit or loss and other comprehensive loss for the year ended December 31, 2021 derived from the audited consolidated financial statements as at December 31, 2021 and 2020 and for the two years in the period ended December 31, 2021 and the related notes thereto included elsewhere in the registration statement of which this prospectus forms a part. The consolidated financial statements of NewAmsterdam Pharma have been prepared in accordance with IFRS with Euros as its presentation currency.

The unaudited pro forma condensed combined statement of financial position as at June 30, 2022 and the unaudited pro forma condensed combined statement of profit or loss for the six months ended June 30, 2022 have been prepared using the following:

- the unaudited condensed balance sheet as at June 30, 2022 and the unaudited condensed statement of operations for the six months ended June 30, 2022 derived from the condensed balance sheet as at June 30, 2022 and December 31, 2021 and the unaudited statement of operations for the six months

## Table of Contents

ended June 30, 2022 and 2021 of FLAC and the related notes thereto included in the Quarterly Report on Form 10-Q filed by FLAC with the SEC on August 11, 2022. The consolidated financial statements of FLAC have been prepared under U.S. GAAP with the U.S. dollar as its reporting currency; and

- the unaudited condensed consolidated statement of financial position of NewAmsterdam Pharma as at June 30, 2022 and the unaudited condensed consolidated statement of profit or loss and other comprehensive loss for the six months ended June 30, 2022 derived from the unaudited condensed consolidated financial statements as at and for the six months ended June 30, 2022 and 2021 and the related notes thereto included elsewhere in the registration statement of which this prospectus forms a part. The unaudited condensed consolidated financial statements of NewAmsterdam Pharma have been prepared in accordance with IAS 34—Interim Financial Reporting with Euros as its presentation currency.

The unaudited pro forma condensed combined financial information gives effect to adjustments required to convert FLAC historical financial information to IFRS and its reporting currency to Euros.

### ***Description of the Transaction***

As further described elsewhere in this prospectus, subject to the terms and conditions of the Business Combination Agreement, upon consummation of the Business Combination, among other things:

- The shareholders of NewAmsterdam Pharma contributed all outstanding shares in the capital of NewAmsterdam Pharma to Holdco in exchange for the issuance of ordinary shares in the share capital of Holdco;
- Immediately after giving effect to the Exchange, the legal form of Holdco was converted from a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) to a public limited liability company (*naamloze vennootschap*);
- After giving effect to the Exchange, Merger Sub was merged with and into FLAC, with FLAC surviving the merger as a wholly owned subsidiary of Holdco;
- In connection with the Merger, each issued and outstanding ordinary share of FLAC was canceled and extinguished in exchange for a claim for a Ordinary Share, and such claim was then contributed into Holdco against the issuance of a corresponding Ordinary Share;
- Immediately following the Merger, each outstanding warrant to purchase a Class A ordinary share, par value \$0.0001 per share, of FLAC became a warrant to purchase one Ordinary Share, on the same contractual terms which resulted in the issuance of 4,767,000 Warrants;
- Each NewAmsterdam Pharma Option that was outstanding and unexercised remained outstanding, and to the extent unvested, such option will continue to vest in accordance with its applicable terms, and at the time of the Exchange, such NewAmsterdam Pharma Options became options to purchase, and will when exercised be settled in Ordinary Shares;
- Promptly following the Merger, the Surviving Company changed its jurisdiction of incorporation by deregistering as a Cayman Islands exempted company and continuing and domesticating as a corporation incorporated under the laws of the State of Delaware (the “Domestication”);
- In addition to the transactions described above, 8,656,330 Ordinary Shares were issued to Amgen and MTPC pursuant to their profit rights granted upon the acquisition of Dezima as described under the section titled “*Management’s Discussion and Analysis of Financial Condition and Results of Operations—Contractual Obligations and Commitments—2020 SPA and Profit Right Agreement*”; and
- Following the Merger, upon the achievement of a certain clinical development milestone, Holdco will issue to the Participating Shareholders, Amgen, MTPC and the Participating Optionholders, the Earnout Shares, which in the case of the Participating Optionholders will take the form of awards of

## Table of Contents

restricted stock units under the LTIP. The development milestone consists of achievement and public announcement of Positive Phase 3 Data (as defined in the Business Combination Agreement) for each of NewAmsterdam Pharma's BROADWAY clinical trial and BROOKLYN clinical trial at any time during the period beginning on the day prior to the Closing Date and ending on the date that is five years after the Final Closing Date (as defined below) (the "Earnout Period"). As a result, no Earnout Shares will be issuable if the applicable milestone is not achieved within the Earnout Period.

On July 25, 2022, concurrently with the execution of the Business Combination Agreement, FLAC and Holdco also entered into subscription agreements with certain investors, pursuant to which the PIPE Investors agreed to subscribe for and purchase from Holdco, and Holdco agreed to issue and sell to such PIPE Investors, an aggregate of 23,460,000 Ordinary Shares at \$10.00 per share for gross proceeds of \$234.6 million. Such Ordinary Shares were issued in connection with the closing of the Business Combination.

As of June 30, 2022, 14,301,000 Class A ordinary shares, par value \$0.0001 per share, of FLAC ("FLAC Class A Ordinary Shares") were outstanding. The FLAC Class A Ordinary Shares include (i) 13,800,000 FLAC Class A Ordinary Shares issued in FLAC's initial public offering (the "FLAC Public Shares") and (ii) 501,000 issued to the Sponsor as part of a private placement which closed concurrently with FLAC's initial public offering ("FLAC Private Placement Shares") which do not hold redemption rights. As of June 30, 2022, 3,450,000 FLAC Class B Ordinary Shares were outstanding and held by the FLAC Initial Shareholders. Redemption rights were provided to FLAC Public Shares shareholders in connection with the Business Combination. Holders of FLAC Public Shares exercised redemption rights with respect to a total of 4,565,862 shares. Based upon the balance of Investments held in Trust Account at June 30, 2022 such shares had a redemption value of €9.56 (\$10.01, converted at a rate of \$1.0469 per EUR) per share for a total redemption amount of €43.6 million (\$45.7 million, converted at a rate of \$1.0469 per EUR).

### ***Anticipated Accounting for the Business Combination***

The Business Combination will be accounted for as a capital reorganization in accordance with IFRS. Under this method of accounting, FLAC will be treated as the "acquired" company for accounting purposes. As FLAC does not meet the definition of a business under IFRS 3 – Business Combinations ("IFRS 3"), the net assets of FLAC will be stated at historical cost, with no goodwill or other intangible assets recorded. As a result of the Business Combination and related transactions, the existing shareholders of NewAmsterdam Pharma will continue to retain control through their majority ownership of Holdco.

NewAmsterdam Pharma has been determined to be the accounting acquirer based on an evaluation of the following facts and circumstances:

- Former NewAmsterdam Pharma's shareholders have the largest voting interest in Holdco;
- Former members of NewAmsterdam Pharma's senior management makes up a majority of the senior management of Holdco;
- The business of NewAmsterdam Pharma comprises the ongoing operations of Holdco; and
- NewAmsterdam Pharma is the larger entity, in terms of substantive operations and employee base.

As FLAC does not meet the definition of a business in accordance with IFRS 3, the Business Combination is accounted for within the scope of IFRS 2 – Share-based Payment ("IFRS 2"). Any excess of the fair value of Ordinary Shares issued to FLAC Shareholders over the fair value of FLAC's identifiable net assets acquired represents compensation for the service of a stock exchange listing for its shares provided by FLAC and is expensed as incurred.

## [Table of Contents](#)

### ***Basis of Pro Forma Presentation***

The adjustments presented on the pro forma condensed combined financial statements have been identified and presented to provide an understanding of NewAmsterdam Pharma upon consummation of the Business Combination for illustrative purposes.

The following unaudited pro forma condensed combined financial information has been prepared in accordance with Article 11 of Regulation S-X as amended by the final rule, Release No. 33-10786 “Amendments to Financial Disclosures about Acquired and Disposed Businesses.” Release No. 33-10786 replaces the existing pro forma adjustment criteria with simplified requirements to depict the accounting for the transaction (“Transaction Accounting Adjustments”) and present the reasonably estimable synergies and other transaction effects that have occurred or are reasonably expected to occur (“Management’s Adjustments”). We have elected not to present Management’s Adjustments and will only be presenting Transaction Accounting Adjustments in the following unaudited pro forma condensed combined financial information.

The unaudited pro forma condensed combined financial information is for illustrative purposes only. The financial results may have been different had the companies always been combined. You should not rely on the unaudited pro forma condensed combined financial information as being indicative of the historical results that would have been achieved had the companies always been combined or the future results that NewAmsterdam Pharma will experience. FLAC and NewAmsterdam Pharma have not had any historical relationship prior to the Business Combination. Accordingly, no pro forma adjustments were required to eliminate activities between the companies. The unaudited pro forma condensed combined financial information gives effect to those transactions contemplated in the Business Combination Agreement and those transactions which occur as a direct result of the consummation of the Business Combination. No effect has been given to events which occurred subsequent to the end of the period presented herein which do not occur as a direct result of the consummation of the Business Combination, including:

- Receipt of the non-refundable, non-creditable, upfront amount of €115 million from A. Menarini International Licensing S.A.
- On November 21, 2022, Holdco granted (i) options to purchase an aggregate of 3,412,264 Ordinary Shares to certain of its directors and (ii) options to purchase an aggregate of 2,244,383 Ordinary Shares to certain of its executive officers (excluding awards granted to executive officers who also serve as directors). Such options each have an expiration date of ten years from the date of grant and an exercise price of \$10.00.

For more information regarding significant events which occurred following the end of the period presented refer to “*Note 15—Events After the Reporting Period*” in the NewAmsterdam Pharma unaudited condensed consolidated financial statements as at June 30, 2021 and for the six months ended June 30, 2022 and 2021 included elsewhere in the registration statement of which this prospectus forms a part and the section titled “*Management and Executive Compensation*” in this prospectus.

The following table summarizes the pro forma weighted average number of Ordinary Shares outstanding for each of the year ended December 31, 2021 and the six months ended June 30, 2022 based upon the actual redemption of 4,565,862 FLAC Class A Ordinary Shares:

	<b>Year ended December 31, 2021</b>	
	<b>(Shares)</b>	<b>Ownership %</b>
Former NewAmsterdam Pharma Shareholders <sup>(1)</sup>	44,914,642	55%
Former FLAC Class A Ordinary Shares <sup>(2)</sup>	9,735,138	12%
Former FLAC Class B Ordinary Shares	3,450,000	4%
PIPE Investors <sup>(3)</sup>	23,460,000	29%
<b>Basic and diluted<sup>(4)</sup> pro forma weighted average number of shares outstanding</b>	<b>81,559,780</b>	<b>100%</b>

## Table of Contents

- (1) Includes an aggregate of 8,656,330 shares issued to Amgen and MTPC pursuant to 2020 Profit Rights as described in this prospectus under the section titled “*Management’s Discussion and Analysis of Financial Condition and Results of Operations—Contractual Obligations and Commitments—2020 SPA and Profit Right Agreement.*”
- (2) As at December 31, 2022, FLAC had 14,301,000 FLAC Class A Ordinary Shares outstanding. The above includes 501,000 FLAC Private Placement Shares held by the Sponsor and 1,000,000 FLAC Class A Ordinary Shares held by affiliates of the Sponsor and is adjusted for the 4,565,862 FLAC Class A Ordinary Shares which were redeemed.
- (3) Includes 4,500,000 Ordinary Shares subscribed for by affiliates of the Sponsor in the PIPE Financing.
- (4) Excludes 1,886,137 Earnout Shares, 4,185,358 Options and 4,600,000 and 167,000 Public Warrants and Private Placement Warrants, respectively, as their impact is anti-dilutive.

	Six months ended June 30, 2022	
	(Shares)	Ownership%
Former NewAmsterdam Pharma Shareholders <sup>(1)</sup>	44,914,642	55%
Former FLAC Class A Ordinary Shares <sup>(2)</sup>	9,735,138	12%
Former FLAC Class B Ordinary Shares	3,450,000	4%
PIPE Investors <sup>(3)</sup>	23,460,000	29%
<b>Basic pro forma weighted average number of shares outstanding</b>	<b>81,559,780</b>	<b>100%</b>
Options <sup>(4)</sup>	3,666,279	
<b>Diluted<sup>(5)</sup> pro forma weighted average number of shares outstanding</b>	<b>85,226,059</b>	

- (1) Includes an aggregate of 8,656,330 shares issued to Amgen and MTPC pursuant to 2020 Profit Rights as described in this prospectus under the section titled “*Management Discussion and Analysis of Financial Condition and Results of Operations—Contractual Obligations and Commitments—2020 SPA and Profit Right Agreement.*”
- (2) As at June 30, 2022, FLAC had 14,301,000 FLAC Class A Ordinary Shares outstanding. The above includes 501,000 FLAC Private Placement Shares held by the Sponsor and 1,000,000 FLAC Class A Ordinary Shares held by affiliates of the Sponsor and is adjusted for the 4,565,862 FLAC Class A Ordinary Shares which were redeemed.
- (3) Includes 4,500,000 Ordinary Shares subscribed for by affiliates of the Sponsor in the PIPE Financing.
- (4) Calculated based upon the exercise of 4,185,358 Options at an exercise price of \$1.22 and an average market closing price of \$9.82 for the period from January 1, 2022 to June 30, 2022.
- (5) Excludes 1,886,137 Earnout Shares and 4,600,000 and 167,000 Public Warrants and Private Placement Warrants, respectively.



**PRO FORMA CONDENSED COMBINED STATEMENT OF FINANCIAL POSITION AS AT  
JUNE 30, 2022  
(UNAUDITED)**

(in EUR thousands unless otherwise denoted)

	NewAmsterdam Pharma Historical IFRS <u>EUR</u>	FLAC Historical U.S. GAAP <u>USD</u>	<u>EUR(1)</u>	IFRS Policy and Presentation Alignment	FN	Transaction Accounting Adjustments	FN	Pro Forma Combined
<b>ASSETS</b>								
<b>Non-Current Assets</b>								
Property, plant and equipment	175	—	—	—		—		175
Loan receivable	728	—	—	—		(728)	(4)	—
Investments held in Trust Account	—	138,133	131,945	—		(131,945)	(4)	—
Intangible assets	—	—	—	—		81,611	(8)	81,611
Total non-current assets	<u>903</u>	<u>138,133</u>	<u>131,945</u>	<u>—</u>		<u>(51,062)</u>		<u>81,786</u>
<b>Current Assets</b>								
Trade receivables	115,000	—	—	—		—		115,000
Prepayments and other receivables	12,474	—	—	143	(2)	4,019	(10)	16,636
Cash and cash equivalents	89,478	615	588	—		279,455	(4)	369,521
Prepaid expenses	—	150	143	(143)	(2)	—		—
Total current assets	<u>216,952</u>	<u>765</u>	<u>731</u>	<u>—</u>		<u>283,474</u>		<u>501,157</u>
<b>Total Assets</b>	<b><u>217,855</u></b>	<b><u>138,898</u></b>	<b><u>132,676</u></b>	<b><u>—</u></b>		<b><u>232,412</u></b>		<b><u>582,943</u></b>

[Table of Contents](#)

	NewAmsterdam Pharma Historical IFRS	FLAC Historical U.S. GAAP		IFRS Policy and Presentation Alignment	FN	Transaction Accounting Adjustments	FN	Pro Forma Combined
		USD	EUR(1)					
<b>EQUITY AND LIABILITIES</b>								
<b>Commitments and Contingencies</b>								
Class A ordinary share subject to possible redemption, \$0.0001 par value; 13,800,000 shares issued and outstanding at redemption value of \$10.00 per share	—	138,033	131,849	(131,849)	(3)	—		—
<b>Equity</b>								
Share capital	163,556	—	— *	—		426,439	(5)	589,995
Other Reserves	1,029	—	—	—		—		1,029
Preference shares, \$0.0001 par value; 1,000,000 shares authorized; none issued or outstanding at December 31, 2021 and 2020	—	—	—	—		—		—
Class A ordinary shares, \$0.0001 par value; 479,000,000 shares authorized; 501,000 shares issued and outstanding (excluding 13,800,000 shares subject to possible redemption)	—	— *	—	—		—		—
Class B ordinary shares, \$0.0001 par value; 20,000,000 shares authorized; 3,450,000 shares issued and outstanding	—	— *	—	—		—		—
Additional paid-in capital	—	—	—	—		—		—
Retained earnings	19,837	(6,181)	(5,904)	—		(59,139)	(6)	(45,206)
Total equity	184,422	(6,181)	(5,904)	—		367,300		545,818

[Table of Contents](#)

	NewAmsterdam Pharma Historical IFRS	FLAC Historical U.S. GAAP		IFRS Policy and Presentation Alignment	FN	Transaction Accounting Adjustments	FN	Pro Forma Combined
		USD	EUR(1)					
<b>Non-current liabilities</b>								
Deferred revenue	7,440	—	—	—		—		7,440
Lease liability	90	—	—	—		—		90
Deferred underwriting commissions	—	4,830	4,614	—		(4,614)	(4)	—
Derivative warrant liabilities	—	381	365	—		—	(11)	365
Derivative earnout liability	—	—	—	—		6,506	(9)	6,506
Loans and borrowings	—	—	—	131,849	(3)	(131,849)	(7)	—
Total non-current liabilities	7,530	5,211	4,979	131,849		(129,957)		14,401
<b>Current liabilities</b>								
Accounts payable	—	51	48	(48)	(2)	—		—
Accrued expenses	—	1,784	1,704	(1,704)	(2)	(4,931)	(4)	(4,931)
Loans and borrowings	—	—	—	—		—		—
Lease liability	61	—	—	—		—		61
Trade and other payables	11,782	—	—	1,752	(2)	—		13,534
Deferred revenue	14,060	—	—	—		—		14,060
Total current liabilities	25,903	1,835	1,752	—		(4,931)		22,724
<b>Total liabilities</b>	<b>33,433</b>	<b>7,046</b>	<b>6,731</b>	<b>131,849</b>		<b>(134,888)</b>		<b>37,125</b>
<b>Total equity and liabilities</b>	<b>217,855</b>	<b>138,898</b>	<b>132,676</b>	<b>—</b>		<b>232,412</b>		<b>582,943</b>

\* The financial statements of FLAC are presented in whole dollars whereas the historical financial information of FLAC in the above unaudited condensed combined statement of financial position is presented initially in thousands of dollars. FLAC Class A Ordinary Shares and FLAC Class B Ordinary Shares at June 30, 2022 are \$50 and \$345, respectively, as seen in FLAC's balance sheet as of June 30, 2022 which is found elsewhere within the Proxy Statement/Prospectus. As a result of rounding these amounts are shown as zero. These amounts would be reclassified into share capital as part of adjustment (2) below and eliminated in adjustment (5) below.

**Pro Forma Adjustments to the Unaudited Condensed Combined Statement of Financial Position**

The adjustments included in the unaudited condensed combined statement of financial position as at June 30, 2022 are as follows:

*IFRS Policy and Presentation Alignment*

- (1) The historical financial information of FLAC was prepared in accordance with U.S. GAAP and presented in USD. The historical financial information was translated from USD to EUR using the historical closing exchange rate, as of June 30, 2022, of \$1.0469 per EUR.
- (2) Reflects adjustments to align FLAC historical financial statements with the presentation of NewAmsterdam Pharma financial statements.

## Table of Contents

- (3) Reflects the U.S. GAAP to IFRS conversion adjustment related to the reclassification of FLAC's historical commitments and contingencies (FLAC Class A Ordinary Shares subject to possible redemption) into non-current liabilities (Loans and borrowings). Under U.S. GAAP shares of FLAC Class A Ordinary Shares are classified as temporary equity because they are redeemable at the sole discretion of the shareholder. As FLAC shareholders have the right to require FLAC to redeem the FLAC Class A Ordinary Shares and FLAC has an irrevocable obligation to deliver cash or another financial instrument for such redemption, this is reclassified from temporary equity under U.S. GAAP to other liabilities under IFRS.

### *Transaction Accounting Adjustments*

- (4) Reflects adjustments to cash for the following items:
- Reflects proceeds of €88.3 million from the trust account which is calculated as €131.9 million (\$138.1 million, converted at a rate of \$1.0469 per EUR) of cash held in trust as at June 30, 2022, less redemption payments for 4,565,862 shares at a price of €9.56 (\$10.01, converted at a rate of \$1.0469 per EUR) per share, totaling €43.6 million (\$45.7 million, converted at a rate of \$1.0469 per EUR);
  - The issuance of 23,460,000 Ordinary Shares to PIPE Investors in exchange for €224.1 million (\$234.6 million, converted at a rate of \$1.0469 per EUR);
  - Proceeds from the repayment of a loan made by NewAmsterdam Pharma to an executive which is classified on the NewAmsterdam Pharma balance sheet as a loan receivable. This loan was repaid on July 19, 2022;
  - Payment of the deferred underwriting commission incurred in connection with the initial public offering of FLAC;
  - Payment of estimated transaction costs incurred in connection with the Business Combination and PIPE Financing, of which €4.9 million was included in accrued expenses at June 30, 2022; and
  - Payment of expected premium for directors' and officers' ("D&O") insurance which must be obtained according to the terms of the Business Combination Agreement. The offsetting entry is seen in Prepaids and other receivables.

	In EUR thousands
Proceeds from cash held in trust account after payments to redeeming shareholders	88,290
Proceeds from PIPE	224,090
Proceeds from repayment of outstanding loan to NewAmsterdam Pharma executive	728
Payment of deferred underwriting commission	(4,614)
Payment of estimated transaction costs incurred in connection with the Business Combination and PIPE Financing	(24,039)
Payment of expected premium for D&O insurance	(5,000)
<b>Total Cash Adjustment</b>	<b><u>279,455</u></b>

- (5) Reflects adjustments to share capital for the following items:
- The issuance of 23,460,000 Ordinary Shares to PIPE Investors in exchange for €224.1 million (\$234.6 million, converted at a rate of \$1.0469 per EUR);
  - The fair value of 13.2 million Ordinary Shares issued in exchange for 9.7 million shares of FLAC Class A Ordinary Shares and 3.5 million shares of FLAC Class B Ordinary Shares. The fair value of such shares is calculated in the table in adjustment 6b below;
  - As described in "Note 11—Asset Acquisition of NewAmsterdam Pharma B.V." in the audited consolidated financial statements of NewAmsterdam Pharma Holding B.V. included elsewhere in the

## [Table of Contents](#)

registration statement of which this prospectus forms a part and in the section titled “*Management Discussion and Analysis of Financial Condition and Results of Operations—Contractual Obligations and Commitments—2020 SPA and Profit Right Agreement.*”

NewAmsterdam Pharma entered into a share purchase agreement with Amgen to acquire the assets and liabilities of Dezima which was determined to be an asset acquisition under IFRS. As part of the asset acquisition, NewAmsterdam Pharma entered into a contingent earnout, or profit right, with Amgen and a similar arrangement with MTPC. Per the contingent earnout, in the event the company raises more than €100 million in an initial public offering, Amgen and MTPC are entitled to an aggregate number of shares equivalent to 17.6% of the pre-public offering valuation. In total 44.9 million Ordinary Shares were issued upon the closing of the transactions contemplated by the Business Combination Agreement in exchange for all of the outstanding equity of NewAmsterdam Pharma, of which 8.7 million were issued directly to Amgen and MTPC. The fair value is based upon a share price of €9.43 (\$9.87, converted at a rate of \$1.0469 per EUR), the closing share price on the date of the closing of the Business Combination; and

- d. The portion of expected transaction costs incurred in connection with the Business Combination which is capitalized within share capital related to the issuance of new shares. Estimated transaction costs related to the Business Combination total €24.0 million, of which €3.6 million qualifies for capitalization within share capital and the remainder is expensed. Through June 30, 2022 €4.9 million of transaction costs have been incurred, including €1.0 million which was capitalized within prepayments and other receivables and reclassified into share capital as described in Adjustment 10 below. Approximately €19.1 million of additional transaction costs are incurred through the closing of the Business Combination, of which €16.5 million are expensed. Costs which qualify for capitalization, which include legal and advisor fees directly related to the equity issuance, are allocated among all Ordinary Shares issued with the portion related to those shares issued to FLAC shareholders and in connection with the PIPE being capitalized.

The table below sets forth the amounts for each item described above and the total share capital adjustment amount:

	In EUR thousands
Issuance of 23.5 million Ordinary Shares to PIPE Investors	224,090
Issuance of 13.2 million Ordinary Shares to FLAC shareholders	124,307
Issuance of 8.7 million Ordinary Shares in connection with Amgen and MTPC profit rights	81,610
Portion of transaction costs incurred in connection with the Business Combination which is capitalized within share capital	(3,568)
<b>Total Share Capital Adjustment</b>	<b>426,439</b>

In addition to the transactions listed above, the following transactions are considered:

- e. 36.2 million shares of Holdco were issued in exchange for all of the outstanding shares in NewAmsterdam Pharma, excluding the 8.7 million which were issued directly to Amgen and MTPC pursuant to each of their respective profit rights. The entry to record the elimination of NewAmsterdam Pharma historical share capital and the establishment of Ordinary Share capital offset resulting in a net impact of zero.
- f. Each NewAmsterdam Pharma Option that is outstanding and unexercised remained outstanding, and to the extent invested, such options continue to vest in accordance with its applicable terms, and at the time of the Exchange, such NewAmsterdam Pharma Options became options to purchase, and will when exercised be settled in Ordinary Shares. The NewAmsterdam Pharma Options have equal terms and value before and after the Exchange and any entry to record the Exchange as it relates to the options has a net impact of zero.

## Table of Contents

- (6) Reflects adjustments to retained earnings for the following items:
- The elimination of historical FLAC retained earnings;
  - The recording of an expense in accordance with IFRS 2 for the excess of the value of the Ordinary Shares issued to FLAC stockholders over the fair value of FLAC's identifiable net assets acquired, representing a listing cost.

The share-based compensation related to the listing cost is calculated as:

	In EUR thousands, unless otherwise denoted
Fair Value of shares issued to FLAC shareholders <sup>1</sup>	124,307
Less: FLAC net assets <sup>2</sup>	82,290
<b>Share-based compensation for listing cost</b>	<b>42,017</b>

- Calculated as €9.43 (\$9.87, converted at a rate of \$1.0469 per EUR), the closing share price on the date of the closing of the Business Combination multiplied by the 13.2 million Ordinary Shares issued to FLAC shareholders.
  - Net assets of FLAC are calculated as assets minus liabilities based upon the audited financial statements of FLAC as at June 30, 2022 and adjusted to give effect to payments from the trust account to redeeming shareholders. The net asset value is converted from USD to EUR at a rate of \$1.0469 per EUR.
- The portion of expected transaction costs incurred after June 30, 2022 in connection with the Business Combination which is expensed. Estimated transaction costs related to the Business Combination total €24.0 million, of which, €4.9 million has been incurred through June 30, 2022. Of the remaining estimated transaction costs €16.5 million are expensed. Costs which do not qualify for capitalization and are expensed as incurred include marketing fees and legal and advisor fees not directly related to the equity issuance. Costs which qualify for capitalization, are allocated among all Ordinary Shares issued with the portion related to those shares issued to former NewAmsterdam Pharma shareholders being expensed. The remaining portion of qualifying costs are capitalized within share capital as seen in adjustment (5) above; and
  - The recording of the fair value of the Earnout Shares which are allocated to Participating Shareholders (including Amgen and MTPC for this purpose) but excludes the Participating Optionholders. As per the terms of the Business Combination Agreement upon the achievement the certain clinical development milestone during the Earnout Period, Holdco will issue to the Participating Shareholders (including Amgen and MTPC for this purpose) and Participating Optionholders in total an additional 1,886,137 Ordinary Shares. The Earnout Shares allocated to Participating Optionholders will take the form of restricted stock units under the LTIP. The Participating Optionholders will vest in their restricted stock units so long as they provide continued service through the achievement of the clinical development milestone. For the avoidance of doubt, if the clinical development milestone is not achieved during the Earnout Period, but a Participating Optionholder has completed their service requirement, they will not be considered vested in the restricted stock units. There is no immediate financial impact with respect to the Participating Optionholders awards due to the uncertainty of achieving the clinical development milestone. No such service condition exists for the Shareholders awards. The Earnout Shares allocated to the Shareholders are accounted for under IAS 32 – Financial Instruments as a deemed dividend and recorded at fair value as a liability on the balance sheet as seen in adjustment (9) below.

## Table of Contents

The table below sets forth the amounts for each item described and the total accumulated loss adjustment amount:

	In EUR thousands
Elimination of historical FLAC accumulated loss	5,904
Expense arising under IFRS 2 for the excess of the fair value of shares issued to FLAC stockholders over and above the fair value of FLAC's identifiable net assets	(42,017)
Portion of transaction costs incurred after June 30, 2022 which is expensed	(16,520)
Fair value of the earnout shares allocated to shareholders	(6,506)
<b>Total Retained Earnings Adjustment</b>	<b>(59,139)</b>

- (7) Reflects adjustment to loans and borrowings to give effect to the exchange or redemption of all 13.8 million FLAC Class A Ordinary Shares subject to possible redemption. The impact to share capital is included in entry 5b above.
- (8) Reflects the recognition of an intangible asset in connection with an aggregate of 8,656,330 Ordinary Shares to be issued to Amgen and MTPC pursuant to each of their respective profit rights described in footnote 5c above. As described in "Note 11—Asset Acquisition of NewAmsterdam Pharma B.V." in the NewAmsterdam Pharma Holding B.V. consolidated financial statements included elsewhere in the registration statement of which this prospectus forms a part, NewAmsterdam Pharma has made an accounting policy election to record asset acquisitions under the cost accumulation model. The value per Ordinary Share is €9.43 (\$9.87, converted at a rate of \$1.0469 per EUR), the closing share price on the date of the closing of the Business Combination.
- (9) Upon the achievement a certain clinical development milestone during the Earnout Period, Holdco will issue 1,886,137 Earnout Shares to the Participating Shareholders (including Amgen and MTPC for this purpose) and Participating Optionholders. 1,725,358 Earnout Shares and 160,778 Earnout Shares are allocated to Participating Shareholders and Participating Optionholders, respectively. The Earnout Shares allocated to Participating Optionholders will take the form of restricted stock units under the LTIP. The Participating Optionholders will vest in their restricted stock units so long as they provide continued service through the achievement of the clinical development milestone. For the avoidance of doubt, if the clinical development milestone is not achieved during the Earnout Period, but a Participating Optionholder has completed their service requirement, they will not be considered vested in the restricted stock units. There is no immediate financial impact with respect to the Participating Optionholders awards due to the uncertainty of achieving the clinical development milestone. No such service condition exists for the Participating Shareholders awards. The Earnout Shares allocated to the Participating Shareholders are accounted for under IAS 32 – Financial Instruments as a deemed dividend and recorded at fair value as a liability on the balance sheet as they fail the fixed-for-fixed criteria based on the terms and conditions of the Business Combination Agreement.
- (10) Reflects adjustments to prepayments and other receivables for the following items:
- Payment of expected premium for directors' and officers' ("D&O") insurance which must be obtained according to the terms of the Business Combination Agreement. The offsetting entry is seen in Prepaids and other receivables.
  - Reclassification of transaction costs incurred as of the balance sheet date which qualify for capitalization. Qualifying costs were capitalized within prepayments and other receivables and are

reclassified into share capital at the closing of the transactions contemplated by the Business Combination Agreement.

	In EUR thousands
Payment of D&O insurance premium	5,000
Reclassification of previously capitalized transaction costs into equity	(981)
<b>Total Prepayments and other receivables Adjustment</b>	<b>4,019</b>

- (11) As a result of the closing of the transactions contemplated by the Business Combination Agreement all outstanding FLAC Warrants ceased to represent a right to acquire FLAC Class A Ordinary Shares and became a right to acquire Ordinary Shares on the same contractual terms. The entry to record the deemed cancellation of FLAC Warrants and deemed issuance of Warrants results in a net impact of zero as the warrants were replaced with equal terms. The fair value of the Warrants included in the pro forma condensed combined statement of financial position is derived from the fair value of the FLAC Warrants recorded in FLAC's unaudited condensed balance sheet as at June 30, 2022. At transaction close, NewAmsterdam Pharma recorded the replacement warrants at fair value as of the closing date, with subsequent changes in fair value being recorded in the statement of profit or loss and other comprehensive loss.

The unaudited pro forma condensed combined financial information does not reflect the income tax effects of the pro forma adjustments based on the statutory rate in effect for the historical periods presented given the combined entity has incurred significant losses since inception and does not expect to generate taxable income for the foreseeable future, including in fiscal year 2022.



**PRO FORMA CONDENSED COMBINED STATEMENT OF PROFIT OR LOSS  
FOR THE YEAR ENDED DECEMBER 31, 2021  
(UNAUDITED)  
(in EUR thousands unless otherwise denoted)**

	NewAmsterdam Pharma Historical IFRS	FLAC Historical (1) U.S. GAAP		IFRS Policy and Presentation Alignment	FN	Transaction Accounting Adjustments	FN	Pro Forma Combined
		USD	EUR(2)					
Research and development expenses	(25,032)	—	—	—		—		(25,032)
General and administrative expenses	(4,803)	(1,366)	(1,155)	—		(67,488)	(4)	(73,446)
<b>Total operating expenses</b>	<b>(29,835)</b>	<b>(1,366)</b>	<b>(1,155)</b>	<b>—</b>		<b>(67,488)</b>		<b>(98,478)</b>
Finance income	9	—	—	—		—		9
Finance expense	(216)	—	—	—		—		(216)
Interest income from investments held in Trust Account	—	16	14	—		(14)	(3)	—
Change in fair value of derivative warrant liabilities	—	4,529	3,828	—		—		3,828
Break-up fee from terminated agreement	—	1,000	845	—		—		845
Net foreign exchange gain	1,443	—	—	—		—		1,443
<b>Loss before tax</b>	<b>(28,599)</b>	<b>4,179</b>	<b>3,532</b>	<b>—</b>		<b>(67,502)</b>		<b>(92,569)</b>
Income tax expense	—	—	—	—		—		—
<b>Loss for the period</b>	<b>(28,599)</b>	<b>4,179</b>	<b>3,532</b>	<b>—</b>		<b>(67,502)</b>		<b>(92,569)</b>
<b>Attributable to:</b>								
Equity holders of the Company	<b>(28,599)</b>	<b>4,179</b>	<b>3,532</b>	<b>—</b>		<b>(67,502)</b>		<b>(92,569)</b>
<b>Earnings / (loss) per share, basic and diluted:</b>								
Class A ordinary shares		0.24						
Class B ordinary shares		0.24						
Ordinary shares	(2.53)							(1.13)

**Pro Forma Adjustments to the Unaudited Condensed Combined Statement of Profit or Loss**

The adjustments included in the unaudited condensed combined statement of profit or loss for the year ended December 31, 2021 are as follows:

*IFRS Policy and Presentation Alignment*

- (1) Certain presentation differences exist in the line items included within the historical NewAmsterdam Pharma statement of profit or loss when compared to the historical FLAC statement of operations. The

## Table of Contents

following presentation differences exist between the historical FLAC statement of operations and the FLAC historical information included within the pro forma condensed combined statement of profit or loss.

- Administrative expenses – related party have been combined with general and administrative expenses to be presented as one figure;
  - Loss from operations is shown as total operating expenses;
  - Loss before tax is calculated above, but is not included within the historical FLAC statement of operations. The amount is equal to FLAC's historical net income as there is no income tax presented within the historical FLAC statement of operations; and
  - Net income is shown as loss for the period.
- (2) The historical financial information of FLAC was prepared in accordance with U.S. GAAP and presented in USD. The historical financial information was translated from USD to EUR using the average exchange rate over the period from January 1, 2021 through December 31, 2021, of \$1.1830 per EUR.

### *Transaction Accounting Adjustments*

- (3) Reflects the removal of interest income from investments held in the Trust Account.
- (4) Reflects adjustments to general and administrative expenses for the following items:
- a. The portion of expected transaction costs incurred after December 31, 2021 in connection with the Business Combination which are expensed. Costs which qualify for capitalization are allocated among all Ordinary Shares issued with the portion related to those shares issued to former NewAmsterdam Pharma shareholders being expensed. Under this allocation method 55% of qualifying costs are expensed, as seen in adjustment 5d and 13b, in the unaudited condensed combined statement of financial position included above. This expense is not expected to have a continuing impact on the combined results.
  - b. Adjustment in accordance with IFRS 2 for the excess of the value of Ordinary Shares issued in exchange for the outstanding equity of FLAC over the net identifiable assets acquired. See adjustment 6c to the pro forma condensed combined statement of financial position above for details regarding the calculation of the share-based compensation expense for the listing cost. This expense is not expected to have a continuing impact on the combined results.
  - c. Expense related expected annual premium for additional D&O insurance which must be obtained according to the terms of the Business Combination Agreement.

The table below set forth the amounts for each item described and the total general and administrative expense adjustment amount:

	In EUR thousands
Portion of transaction costs incurred after December 31, 2021 which is expensed	(20,471)
Expense arising under IFRS 2 for the excess of the fair value of shares issued to FLAC stockholders over and above the fair value of FLAC's identifiable net assets	(42,017)
Additional expense for expected D&O insurance costs	(5,000)
<b>Total General and Administrative Expense Adjustment</b>	<b><u>(67,488)</u></b>

The unaudited pro forma condensed combined financial information does not reflect the income tax effects of the pro forma adjustments based on the statutory rate in effect for the historical periods presented given the combined entity has incurred significant losses since inception and does not expect to generate taxable income for the foreseeable future, including in fiscal year 2022.

**PRO FORMA CONDENSED COMBINED STATEMENT OF PROFIT OR LOSS  
FOR THE SIX MONTHS ENDED JUNE 30, 2022  
(UNAUDITED)  
(in EUR thousands unless otherwise denoted)**

	NewAmsterdam Pharma Historical IFRS	FLAC Historical (1) U.S. GAAP		IFRS Policy and Presentation Alignment	FN	Transaction Accounting Adjustments	FN	Pro Forma Combined
		USD	EUR(2)					
Revenue	93,500	—	—	—		—		93,500
Research and development expenses	(30,588)	—	—	—		—		(30,588)
General and administrative expenses	(9,294)	(2,335)	(2,137)	—		1,451	(4)	(9,980)
<b>Total operating expenses</b>	<b>(39,882)</b>	<b>(2,335)</b>	<b>(2,137)</b>	<b>—</b>		<b>1,451</b>		<b>(40,568)</b>
Finance income	10	—	—	—		—		10
Finance expense	(185)	—	—	—		—		(185)
Interest income from investments held in Trust Account	—	116	106	—		(106)	(3)	—
Change in fair value of derivative warrant liabilities	—	2,431	2,225	—		—		2,225
Break-up fee from terminated agreement	—	—	—	—		—		—
Net foreign exchange gain	1,070	—	—	—		—		1,070
<b>Profit before tax</b>	<b>54,513</b>	<b>212</b>	<b>194</b>	<b>—</b>		<b>1,345</b>		<b>56,052</b>
Income tax expense	—	—	—	—		—		—
<b>Profit for the period</b>	<b>54,513</b>	<b>212</b>	<b>194</b>	<b>—</b>		<b>1,345</b>		<b>56,052</b>
<b>Attributable to:</b>								
Equity holders of the Company	<b>54,513</b>	<b>212</b>	<b>194</b>	<b>—</b>		<b>1,345</b>		<b>56,052</b>
<b>Earnings / (loss) per share:</b>								
Class A ordinary shares – basic and diluted		0.01						
Class B ordinary shares – basic and diluted		0.01						
Ordinary shares – Basic	3.20							0.69
Ordinary shares – Diluted	2.87							0.66

The adjustments included in the unaudited condensed combined statement of profit or loss for the six months ended June 30, 2022 are as follows:

*IFRS Policy and Presentation Alignment*

- (1) Certain presentation differences exist in the line items included within the historical NewAmsterdam Pharma statement of profit or loss when compared to the historical FLAC statement of operations. The following presentation differences exist between the historical FLAC statement of operations and the FLAC historical information included within the pro forma condensed combined statement of profit or loss.
- Administrative expenses – related party have been combined with general and administrative expenses to be presented as one figure;

## Table of Contents

- Loss from operations is shown as total operating expenses;
  - Loss before tax is calculated above, but is not included within the historical FLAC statement of operations. The amount is equal to FLAC's historical net income as there is no income tax presented within the historical FLAC statement of operations; and
  - Net income is shown as loss for the period.
- (2) The historical financial information of FLAC was prepared in accordance with U.S. GAAP and presented in USD. The historical financial information was translated from USD to EUR using the average exchange rate over the period from January 1, 2022 through June 30, 2022, of \$1.0929 per EUR.

### *Transaction Accounting Adjustments*

- (3) Reflects the removal of interest income from investments held in the Trust Account.
- (4) Reflects adjustments to general and administrative expenses for the following items:
- a. Expense related expected annual premium for additional D&O insurance which must be obtained according to the terms of the Business Combination Agreement.
  - b. Elimination of transaction costs expensed in the current period which are recognized in the transaction accounting adjustments within the pro forma income statement for the year ended December 31, 2021.

The table below set forth the amounts for each item described and the total general and administrative expense adjustment amount:

	In EUR thousands
Additional expense for expected D&O insurance costs	(2,500)
Elimination of transaction costs incurred in the current period	3,951
<b>Total General and Administrative Expense Adjustment</b>	<b><u>1,451</u></b>

The unaudited pro forma condensed combined financial information does not reflect the income tax effects of the pro forma adjustments based on the statutory rate in effect for the historical periods presented given the combined entity has incurred significant losses since inception and does not expect to generate taxable income for the foreseeable future, including in fiscal year 2022.

### **Net Loss Per Share**

Represents the net loss per share calculated using the historical weighted average shares outstanding, and the issuance of additional shares in connection with the Business Combination, assuming the shares were outstanding since January 1, 2021. As the Business Combination and related equity transactions are being reflected as if they had occurred at the beginning of the periods presented, the calculation of weighted average shares outstanding for basic and diluted net income (loss) per share assumes that the shares issued relating to the Business Combination have been outstanding for the entirety of the period presented.

	<b>Year ended December 31, 2021</b>
Net loss attributable to equity holders of the company (in EUR thousands)	(92,569)
Basic and diluted pro forma weighted average number of shares outstanding <sup>1</sup>	81,559,780
Net loss per share attributable to equity holders of the company, basic and diluted	(1.13)

<sup>1</sup> Excludes 1,886,137 Earnout Shares, 4,185,358 Options and 4,600,000 and 167,000 Public Warrants and Private Placement Warrants, respectively.

[Table of Contents](#)

	<b>Six months ended June 30, 2022</b>
Earnings attributable to equity holders of the company (in EUR thousands)	56,052
Basic pro forma weighted average number of shares outstanding	81,559,780
Diluted pro forma weighted average number of shares outstanding <sup>1</sup>	85,226,059
Earnings per share attributable to equity holders of the company, basic	0.69
Earnings per share attributable to equity holders of the company, diluted	0.66

<sup>1</sup> Excludes 1,886,137 Earnout Shares and 4,600,000 and 167,000 Public Warrants and Private Placement Warrants, respectively.

## BUSINESS

### Overview

We are a clinical-stage biopharmaceutical company developing oral, non-statin medicines for patients at high risk of cardiovascular disease (“CVD”) with residual elevation of low-density lipoprotein cholesterol (“LDL-C” or “LDL”), for whom existing therapies are not sufficiently effective or well-tolerated. There exists a significant unmet need for a potent, cost-effective and convenient LDL-lowering therapy as an adjunct to statins, a class of lipid-lowering medications that are the current standard of care for high-risk CVD patients with high cholesterol. Our lead product candidate, obicetrapib, is a next-generation, oral, low-dose cholesteryl ester transfer protein (“CETP”) inhibitor, that is currently in four ongoing Phase 3 and Phase 2b clinical trials as both a monotherapy and a combination therapy with ezetimibe for lowering LDL-C and preventing major adverse cardiovascular events (“MACE”).

CVD is a leading cause of death worldwide and the top cause of death in the United States. ASCVD is primarily caused by atherosclerosis, which involves the build-up of fatty material within the inner walls of the arteries. Atherosclerosis is the primary cause of heart attacks, strokes and peripheral vascular disease. One of the most important risk factors for ASCVD is hypercholesterolemia, which refers to elevated LDL-C levels within the body, commonly known as high cholesterol.

A significant proportion of patients with high cholesterol do not achieve acceptable LDL-C levels using statins alone. We estimate that there are more than 30 million patients in the United Kingdom, Germany, France, Spain and Italy (collectively, “EU5”) and in the United States who are not achieving LDL-lowering goals on the current standard of care. Existing non-statin treatment options have been largely unable to address the needs of patients with high cholesterol due to modest efficacy, prohibitive pricing, or an inconvenient and painful injectable administration route. It is estimated that over 75% of ASCVD outpatients prefer oral drugs to injectable therapies.

Our product candidate, obicetrapib, is a next-generation, oral, low-dose CETP inhibitor that we are developing to potentially overcome the limitations of current LDL-lowering treatments. We believe that obicetrapib has the potential to be a once-daily oral CETP inhibitor for lowering LDL-C, if approved. In our Phase 2b ROSE trial, obicetrapib demonstrated a 51% lowering of LDL-C from baseline at a 10 mg dose level on top of high-intensity statins. In all three of our Phase 2 trials, TULIP, ROSE and OCEAN, evaluating obicetrapib as a monotherapy or a combination therapy, we observed statistically significant LDL-lowering activity combined with generally moderate side effects and no drug-related, treatment-emergent serious adverse events (“AEs”). Obicetrapib has demonstrated strong tolerability in more than 600 patients with low or elevated lipid levels (“dyslipidemia”) in our clinical trials to date. Obicetrapib is also expected to be relatively low in cost to manufacture compared to most other branded LDL-lowering therapies on the market with high efficacy. We believe that the estimated low cost of goods for obicetrapib will enable favorable pricing and position it to significantly improve patient access to a high efficacy LDL-lowering therapy compared to existing non-statin treatments. Furthermore, we believe that obicetrapib’s oral delivery, demonstrated activity in low doses, chemical properties and tolerability make it well-suited for combination approaches. We are developing a fixed dose combination of obicetrapib 10 mg and ezetimibe 10 mg, which we believe will demonstrate even greater potency.

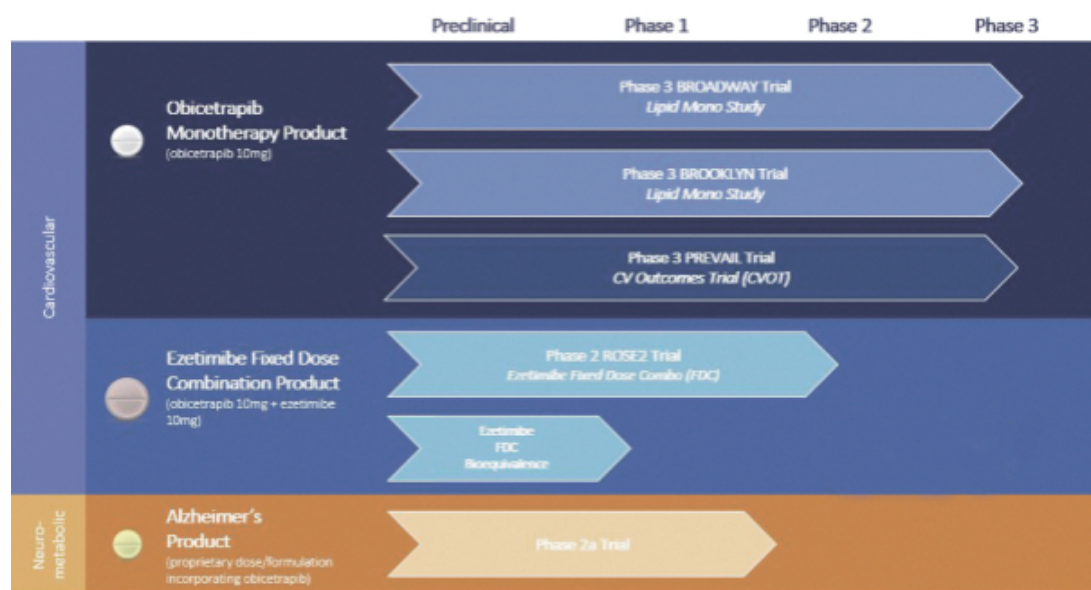
Lowering of LDL-C, and particularly ApoB-containing lipoproteins, has been associated with MACE benefit in trials of LDL-lowering drugs, including the REVEAL study with the CETP inhibitor, anacetrapib. We are performing a CVOT to reconfirm this relationship.

Our goal is to develop and commercialize a LDL-lowering monotherapy and combination therapy, which offers the cost and convenience advantages of a once-daily oral pill, and fulfills the significant unmet need for an effective and convenient LDL-lowering therapy. If we obtain marketing approval, we intend to commercialize obicetrapib for patients suffering from CVD independently and with strategic partners in certain jurisdictions.

## Table of Contents

We have partnered with Menarini, to provide them with the exclusive rights to commercialize obicetrapib 10 mg either as a sole active ingredient product or in a fixed dose combination with ezetimibe in the majority of European countries, if approved. Subject to receipt of marketing approval, our current plan is to pursue development and commercialization of obicetrapib in the United States ourselves, and to consider additional partners for jurisdictions outside of the United States and the EU, including in Japan, China and the United Kingdom.

The following table summarizes our current clinical programs:



We are conducting two Phase 3 pivotal trials, BROADWAY and BROOKLYN, to evaluate obicetrapib as a monotherapy used as an adjunct to maximally tolerated lipid-lowering therapies to potentially enhance LDL-lowering for high-risk CVD patients. We began enrolling patients in BROADWAY in January 2022 and in BROOKLYN in July 2022. We also commenced our Phase 3 PREVAIL CVOT in March 2022, which is designed to assess the potential of obicetrapib to reduce occurrences of MACE, including cardiovascular death, non-fatal myocardial infarction, non-fatal stroke and non-elective coronary revascularization. We expect to report data from our Phase 3 BROADWAY trial and our Phase 3 BROOKLYN trial in 2024. We expect to report data from our Phase 3 PREVAIL CVOT in 2026 and from our Phase 2b ROSE2 trial in 2023. We also expect to report data from our Phase 2 dose-finding study of obicetrapib as an adjunct to stable statin therapy in patients with dyslipidemia in Japan and our Phase 2a clinical trial evaluating obicetrapib in patients with early Alzheimer's disease in 2023.

We plan to seek approval of obicetrapib in the United States, the EU, Japan, China and the United Kingdom. We are executing multiple Phase 3 trials simultaneously, with clinical plans that incorporate feedback from the FDA, the EMA, PMDA and NMPA, including our Phase 3 BROADWAY trial and PREVAIL CVOT, which both launched in the first quarter of 2022.

We are also investigating obicetrapib as a fixed dose combination with ezetimibe, a non-statin oral LDL-lowering therapy, and plan to seek approval for this fixed dose combination in parallel with obicetrapib monotherapy. In our Phase 2b ROSE2 trial, we are evaluating the efficacy and safety of obicetrapib plus ezetimibe compared to obicetrapib and placebo alone. A fixed dose combination tablet will be evaluated in two bioequivalence studies a pilot bioequivalence study and a potentially pivotal bioequivalence study. In the pilot

bioequivalence study, which we commenced in September 2022, the bioavailability of two fixed dose combination formulations are being compared to the concomitant administration of obicetrapib and ezetimibe. After the pilot bioequivalence study, which we expect to complete in the second half of 2023, one final fixed dose combination formulation will be selected for a potentially pivotal bioequivalence study, to evaluate whether the fixed dose combination is bioequivalent to the concomitant administration of obicetrapib and ezetimibe. In parallel to the potentially pivotal bioequivalence study, a 12-week, phase 3 efficacy and safety study will be conducted with the fixed dose combination. This study will compare the safety and efficacy of the fixed dose combination compared to placebo, obicetrapib and ezetimibe. We expect that both the potentially pivotal bioequivalence study and the phase 3 efficacy and safety study, along with the PREVAIL CVOT study, will be described in the fixed dose combination product label, if approved.

We believe that CETP inhibition may also play a role in other indications by potentially mitigating the risk of developing diseases such as Alzheimer's disease or diabetes. Evidence suggests that cholesterol accumulation in the brain is a precursor to Alzheimer's disease. For example, rodents lack the CETP gene and are resistant to Alzheimer's disease. In early preclinical studies, when the human CETP gene is knocked into a mouse, the cholesterol content of the mouse brain was observed to increase by 25% and when combined with the gene for the amyloid precursor protein, hypothesized to be a driver of Alzheimer's disease, the risk of developing Alzheimer's disease may greatly increase. In a preclinical study, we observed that CETP inhibition promoted cholesterol removal from the brain and improved cognition. We commenced a Phase 2a trial in early 2022 in patients with early Alzheimer's disease and the apolipoprotein E4 ("ApoE4") mutation to evaluate the pharmacodynamic and pharmacokinetic effects, safety and tolerability of obicetrapib. Clinically demonstrated anti-diabetic benefits have been observed with CETP inhibition in Phase 3 CVOTs that, if seen in obicetrapib, would differentiate it from current treatment alternatives, especially statins. We are planning preclinical studies to examine the potential of obicetrapib for patients suffering from diabetes and have included the onset of diabetes as an endpoint in our PREVAIL CVOT, as measured by AEs indicating Type 2 diabetes, initiation of anti-diabetes medication after confirmed diabetes diagnosis or high levels of hemoglobin A1c and fasting plasma glucose.

### **Our Management Team and Investors**

We are led by a world-class team of industry veterans, including some of the world's preeminent cardiometabolic experts. Dr. Michael Davidson, our Chief Executive Officer and a member of our Executive Board, is a leading expert in the field of lipidology and is a seasoned executive who served as founder and Chief Executive Officer of Corvidia Therapeutics, Inc. and founder and Chief Medical Officer of Omthera Pharmaceuticals, Inc. In addition, Dr. Davidson is board-certified in internal medicine, cardiology and clinical lipidology and has extensive experience designing, managing and evaluating clinical research. Dr. John Kastelein, our founder and Chief Scientific Officer and a member of our Executive Board, is Emeritus Professor of Medicine at the Department of Vascular Medicine at the Academic Medical Center of the University of Amsterdam. Dr. Kastelein was a co-founder of uniQure N.V. and Xenon Pharmaceuticals Inc. His clinical research, on the development of novel therapies for CVD and the genetic basis of dyslipidemia is widely published, and he serves as the Chief Executive Officer of the Vascular Research Network, a site maintenance organization comprising dozens of hospitals in the Netherlands that are involved in clinical trials for cardiometabolic disease. Douglas Kling, our Chief Operating Officer, is an expert in the development of drugs to treat dyslipidemia and CVD, and has managed clinical operations at both Corvidia Therapeutics, Inc. and Omthera Pharmaceuticals, Inc.

In addition, we are backed by leading life sciences investors, including Forbion and Morningside Ventures. Prospective investors should not rely on the past investment decisions of our investors, as our investors may have different risk tolerances and may have received their shares in prior offerings at a significant discount to the market price. See "*Certain Relationships and Related Person Transactions—Series A Transactions*" for more information.



## **Cardiovascular Disease and Hyperlipidemia**

### ***Market Overview***

According to the World Health Organization, CVD is a leading cause of death globally and was responsible for approximately 19.05 million deaths, or approximately 32% of all global deaths, in 2020. Hyperlipidemia, more commonly known as high cholesterol, has been observed to nearly double the risk of developing CVD compared to those with normal total cholesterol levels. In the United States alone, approximately 38% of adults have high cholesterol, defined as total blood cholesterol equal to or exceeding 200 mg/dL. One in 311 individuals globally are affected by genetically elevated cholesterol levels from birth, and the average age of diagnosis is approximately 44 years globally, reflecting decades of high cholesterol and resulting damage to the blood vessels.

Hypercholesterolemia underlies significant morbidity and mortality. In the United States and EU5, there are an estimated 231 million adults with hypercholesterolemia, of which we estimate 84 million are currently being treated with prescription medications. Despite the broad availability of a variety of statins capable of significantly reducing LDL-C, many patients are unable to effectively manage their cholesterol and reach their LDL-lowering goals using statins alone and therefore require additional treatment options.

We estimate that there are approximately 30 million patients in the United States and EU5 who are not achieving LDL-lowering goals on current standard of care. While there are several non-statin treatment options available, including ezetimibe, bempedoic acid (Nexletol/Nexlizet) and injectable PCSK9 inhibitors, less than one million patients are currently being treated with these medications due to product limitations relating to relatively low efficacy, side effects or market access hurdles. We believe that a potent, cost-effective, convenient, safe and well-tolerated low-dose oral medication to reduce LDL-C could fulfill this unmet need. Based on internal company estimates derived from primary market research and secondary literature, we believe that such a medication could represent a global peak annual sales potential of three to four billion dollars.

### ***Unmet Medical Need***

Elevation in LDL-C is a primary causal factor for ASCVD, and CVD outcomes in high-risk populations improve as the level of LDL-C achieved on therapy decreases. LDL-C is generally understood to be one of the most modifiable risk factors of ASCVD. Results from the Cholesterol Treatment Trialists' Collaboration have shown that lowering LDL using statin therapy reduces the risk of major vascular events (heart attacks, stroke or coronary revascularization procedures) by approximately 22% for each 40 mg/dL (one mmol/L) reduction in LDL-C achieved. A similar relationship has also been documented in non-statin CVOTs for ezetimibe, two PCSK9 inhibitors, evolocumab and alirocumab, and CETP inhibitor, anacetrapib. These trials have provided evidence that absolute LDL-C reduction and duration of therapy form a consistent model for predicting improved outcomes in patients with established ASCVD.

Despite the broad consensus regarding the causality of LDL-C for ASCVD and the CVD benefits of lipid-lowering therapies, there remains a significant clinical need for improved therapeutic regimens to achieve the goals stated by the American Heart Association ("AHA") and American College of Cardiology ("ACC") and other expert panel guidelines for lowering blood cholesterol. Although multiple classes of LDL-lowering therapies are available, there were 4.5 million deaths attributable to high LDL-C worldwide in 2020, representing a 19% increase in total number of deaths compared with 2010, based on the 2022 AHA Heart Disease and Stroke Statistical Update.

Multiple surveys have demonstrated that approximately seven out of ten patients who have been prescribed statin therapy have not reached their LDL-C goals. In a recent observational registry study in patients with ASCVD enrolled between 2016 and 2018 who primarily used statin monotherapies, only one in three patients achieved the AHA/ACC guideline-recommended LDL-C concentration of lower than 70 mg/dL.

We believe an improved LDL-C lowering therapy, particularly a well-tolerated oral therapy that may be preferred by patients, is necessary to achieve the targets established by expert panels. Patients who are at high risk for future CVD and are unable to achieve their LDL-C goals despite current standard of care are in need for an alternative oral therapy.

### **Our Solution: Enhanced LDL-C Lowering Through CETP Inhibition with Obicetrapib**

We believe CETP inhibition with obicetrapib has the potential, if approved, to provide patients and physicians with a new oral therapy option to robustly reduce LDL-C. Obicetrapib is designed to be a next-generation, oral, low-dose CETP inhibitor with powerful LDL-lowering capability, with the potential to be delivered at a low cost to patients and payors compared with other adjuncts to statin therapy. We are developing obicetrapib as both a monotherapy and a combination therapy with ezetimibe, and have structured our obicetrapib program to overcome the safety, potency, trial design and commercial viability limitations of prior CETP inhibitors. Further, we believe that obicetrapib's oral delivery, demonstrated activity in low doses, chemical properties and potential tolerability make it well-suited for combination approaches.

Obicetrapib has intrinsic properties, such as ionizable features, substantially reduced lipophilicity, good solubility and neutral pH, that we believe give it more favorable properties as a drug candidate compared to prior CETP inhibitors. We have observed a strong tolerability profile for obicetrapib in an aggregate of over 600 patients with dyslipidemia from Phase 1 through Phase 2b clinical trials. We are conducting two Phase 3 pivotal trials, BROADWAY and BROOKLYN, to evaluate obicetrapib as a monotherapy used as an adjunct to maximally tolerated lipid-lowering therapies to potentially enhance LDL-lowering for high-risk CVD patients. We began enrolling patients in BROADWAY in January 2022 and in BROOKLYN in July 2022. We also commenced our Phase 3 PREVAIL CVOT in March 2022, which is designed to assess the potential of obicetrapib to reduce occurrences of MACE, including cardiovascular death, non-fatal myocardial infarction, non-fatal stroke and non-elective coronary revascularization. We are also investigating obicetrapib as a fixed dose combination with ezetimibe in our Phase 2b ROSE2 trial, and plan to seek approval for this fixed dose combination in parallel with obicetrapib monotherapy. We are also conducting a Phase 2 dose-finding study of obicetrapib as an adjunct to stable statin therapy in patients with dyslipidemia in Japan.

We believe obicetrapib has the potential to significantly impact the existing treatment paradigm for patients with high cholesterol contributing to CVD, and that the key differentiating attributes of our product candidate include the following:

- **Enhanced LDL-C reduction capability.** We believe obicetrapib's physical, pharmacokinetic and biopharmaceutical properties position it to potentially demonstrate more favorable potency and enhanced LDL-lowering capability than previous CETP inhibitors. For high-risk patient groups with high cholesterol levels that are not adequately controlled on statins, obicetrapib has been observed in clinical trials to lower LDL-C both as a monotherapy and a combination therapy with an approved cholesterol-lowering medication. In our Phase 2b ROSE clinical trial, we observed a median LDL-C reduction capability of 51% in patients treated with 10 mg obicetrapib on top of high-intensity statins.
- **Promising tolerability profile.** Patients are often non-compliant with existing cholesterol-lowering therapies, particularly statins, due to their side effect profiles, which results in suboptimal treatment outcomes and disease progression. In all three of our Phase 2 clinical trials of obicetrapib, we observed statistically significant LDL-lowering activity combined with generally moderate side effects and no drug-related, treatment-emergent serious AEs. In addition, clinically demonstrated anti-diabetic benefits have been observed with CETP inhibition in Phase 3 CVOTs, that, if seen in obicetrapib, could make it a potentially attractive adjunct for patients who are concerned about the risks of diabetes associated with statin therapy.
- **Convenience.** We believe that obicetrapib's simple once-daily, low-dose oral formulation can improve patient adherence, thereby amplifying its cholesterol-lowering impact. Additionally, unlike injectable PCSK9 inhibitors, obicetrapib can be combined with other treatments.

- Low cost of goods and patient access. We expect that the estimated low cost of goods sold for obicetrapib will enable favorable pricing compared to other drugs on the market. In addition, payor confidence is essential to ensuring access for patients. Based on the LDL-lowering activity of obicetrapib, we believe payors will perceive the LDL-lowering capability of obicetrapib to be on par with PCSK9 inhibitors, which are administered by injection, and to exceed the LDL-lowering capabilities of other existing oral therapies, and will ultimately prefer obicetrapib to existing treatment alternatives.
- Effect on other predictors of disease risk. Like other types of LDL-lowering therapies, i.e. statins and PCSK9 inhibitors, CETP inhibition enhances the removal of apolipoprotein B (“ApoB”), a protein found in lipoprotein particles that contributes to atherosclerosis. However, unlike statins, based on observations from our Phase 2 clinical trials, obicetrapib also decreases the presence of lipoprotein(a) (“Lp(a)”), an important biomarker for CVD risk reduction.

### **Lowering LDL-C Through CETP Inhibition**

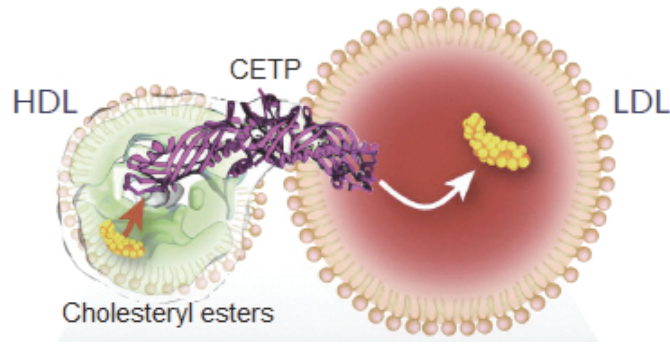
Hyperlipidemia, and in particular hypercholesterolemia or high cholesterol, is a major risk factor for atherosclerosis, which involves the build-up of fatty material within the inner walls of the arteries. This is because LDL-C is a “package” of cholesterol contained within a particle that contains ApoB. ApoB is prone to becoming trapped in the walls of arteries, leading to a build-up of fatty material, which in turn elicits a pro-inflammatory response and causes the arterial walls to stiffen. Left untreated, these deposits of fatty material can suddenly break and form a clot that causes a heart attack or a stroke. Lp(a) functions in the circulation as a “sink” for oxidized phospholipids and is also prone, like ApoB, to become trapped in the arterial wall, attached to proteoglycans of the extracellular matrix. Subsequently, these particles build up and contribute to plaque formation and inflammation. Because of the tendency of LDL-C to build up in the arteries, LDL-C is often referred to as “bad cholesterol” and is a leading risk factor for CVD.

LDL-C and ApoB levels are mainly regulated by the liver through a surface protein known as the LDL receptor. Most current LDL-lowering therapies work by increasing the number of LDL receptors, and thereby increasing the clearance of LDL-C from the blood. Statins are the current standard of care for high-risk CVD patients with high cholesterol. Statins reduce cholesterol in the blood by blocking a key enzyme, HMG-CoA-Reductase, necessary for the synthesis of cholesterol, which reduces the amount of cholesterol made by the liver and upregulates the LDL receptor, resulting in lower blood cholesterol. PCSK9 inhibitors, another LDL-lowering treatment alternative, also increase the presence of LDL receptors by inhibiting proprotein convertase subtilisin/kexin type 9 (“PCSK9”), an enzyme involved in the degradation of LDL receptors. Two other LDL-lowering therapies, ezetimibe and Nexletol/Nexlizet, also work by upregulating LDL receptors.

CETP is a plasma glycoprotein produced in the liver that circulates in the blood primarily bound to a high-density lipoprotein cholesterol (“HDL-C” or “HDL”) particle which can also attach to an LDL particle and form a bridge to transfer cholesterol from HDL to LDL, as shown in the figure below. CETP inhibitors, including obicetrapib, reduce LDL-C and increase HDL-C in a two-step process. In the first step, CETP inhibitors obstruct the transfer of cholesterol from HDL to LDL, immediately reducing the concentration of LDL-C in the body and increasing the concentration of HDL-C. This change in concentrations of lipid particles then produces the second step of causing the liver to produce more LDL receptors. The LDL receptor increase results in more LDL-C particles and ApoB being cleared from the bloodstream to be excreted by the digestive tract. In animal models,

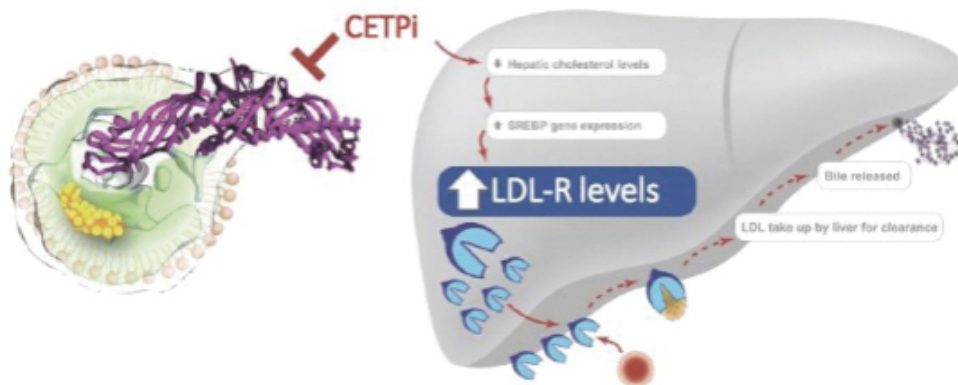
## Table of Contents

CETP inhibition has been shown to block the transfer of cholesterol from HDL to LDL and to upregulate LDL receptors, thereby reducing the development of atherosclerosis and risk of ASCVD.



Although it was previously believed that the HDL-raising effects of CETP inhibition would be its primary contributor to decreased CVD risk, LDL-reduction is now known to be the most significant factor for lowering CVD risk. In a population with CETP loss of function genotypes, a 16% reduction in CVD risk was observed for every 10 mg/dL decrease in LDL-C levels. The relationship between genomic loss of CETP function and lower LDL-C levels and CVD risk is consistent with other mechanisms of genomic LDL-C reduction such as HMG-CoA reductase (statins), NPC1L1 (ezetimibe), ATP-citrate lyase (Nexletol/Nexlizet) and PCSK9 (PCSK9 inhibitors). Multiple genetic studies provide support that specific mutations associated with lifelong lower LDL-C levels reduce the risk of CVD.

CETP inhibition also increases the removal of ApoB. Apolipoproteins are proteins that are involved in packaging different types of large lipid-particle complexes that store cholesterol in the body. As shown in the figure below, the primary effect of CETP inhibition is a reduced rate of transfer of cholesteryl esters from HDL into triglyceride-rich lipoproteins, including LDL, which in turn leads to an increased concentration of cholesteryl esters in HDL and the formation of larger HDL particles. Consequently, cholesteryl esters are depleted in LDL and other ApoB-containing lipoproteins, enhancing their clearance from the body.



### Limitations of Current Non-Statins Therapies

Increased attention by physicians to aggressive LDL-lowering for high-risk CVD patients has led to the increased use of non-statin medicines with LDL-lowering capabilities, including ezetimibe, Nexletol/Nexlizet and PCSK9 inhibitors, either on their own or in conjunction with statins.

However, the needs of high-risk CVD patients with high cholesterol remain largely unaddressed by current non-statin treatment options, which have only modest efficacy, are highly priced, or are inconveniently administered through an injection. In a cross-sectional study of over 20 thousand patients on lipid-lowering medication, current treatments including statins, ezetimibe, PCSK9 inhibitors or a combination of the foregoing resulted in fewer than 3% of patients reaching recommended cholesterol goals of lower than 1.8 mmol/L (70 mg/dL).

- **Ezetimibe.** Non-statin cholesterol-lowering medications, such as ezetimibe, function by preventing the absorption of cholesterol in the intestines by blocking the NPC1L1 protein. Although these drugs are administered at a low dose, which contributes to their safety and tolerability, and are generic and broadly available, they have been shown to only moderately reduce LDL-C. Ezetimibe has been observed to reduce LDL-C by approximately 25% compared to baseline. We believe this relatively modest efficacy supports why relatively few patients and prescribers prefer to utilize these medications.
- **Nexletol/Nexlizet.** The other currently available oral non-statin, Nexletol/Nexlizet, which also inhibits an enzyme involved in cholesterol synthesis, shows only modest improvement in lowering LDL-C. Nexletol/Nexlizet has been observed to reduce LDL-C by approximately 15% compared to baseline. Along with its relatively modest efficacy, Nexletol/Nexlizet's label contains safety warnings that include tendon rupture and gout. Given that Nexletol/Nexlizet's efficacy profile is comparable to generic ezetimibe, payors are reluctant to cover its branded price, thus limiting its access.
- **PCSK9 Inhibitors.** The PCSK9 inhibitors on the market are injectable, monoclonal antibodies and small interfering RNA that have been observed to reduce LDL-C levels by approximately 50% compared to baseline. While PCSK9 inhibitors have demonstrated their effectiveness at reducing LDL-C when used alone and as an adjunct to statin therapy, we believe their injectable route of administration makes them inconvenient for patients, and their access is further limited by their associated high cost and low rates of prescription approval by payors. It is estimated that over 75% of ASCVD outpatients prefer oral drugs to injectable therapies.

### **Limitations of Prior Attempts to Develop CETP Inhibitors**

As described above, CETP inhibitors, including obicetrapib, are designed to work by blocking the transfer of cholesteryl esters from HDL to LDL, thereby directly reducing LDL-C levels in the body. We believe that CETP inhibitors can improve upon existing therapies by providing a combination of potent LDL-C lowering activity and tolerability, the ability to be administered orally and favorable pricing.

Other CETP inhibitors have reached varying stages of clinical development, but none have been approved or successfully resulted in a potent, safe and well-tolerated low-dose oral medication. We believe that the prior CETP inhibitor programs did not select optimal compounds or clinical trial designs because they focused on exploring the prominent increase in HDL-C rather than the potential for lowering LDL-C. Nevertheless, anacetrapib, the latest of the prior CETP inhibitors, provided clinical support that the absolute reduction in LDL-C over time by CETP inhibition confers a predictable benefit in the prevalence of adverse cardiovascular outcomes.

The focus on HDL-C raising by developers of prior CETP inhibitors likely resulted in the selection of chemical compounds that were not optimized for LDL-C lowering, which we believe in turn resulted in only modest reductions to CVD risk. In addition to selecting compounds that were not optimized to achieve LDL-C lowering, we believe misunderstandings about the benefits of HDL-C led to insufficient caution around compound-specific blood pressure toxicity signals, which were observed in clinical trials. For example, one CETP inhibitor, torcetrapib, resulted in off-target toxicity and increased blood pressure and aldosterone, as seen early in Phase 2 clinical trials. While another CETP inhibitor, dalcetrapib, had a favorable tolerability profile compared to torcetrapib, the drug had no LDL-lowering activity and therefore no effect on reducing adverse cardiovascular outcomes.

## [Table of Contents](#)

Prior CETP inhibitor programs also used CVOTs designed to evaluate patients with controlled rather than uncontrolled LDL-C levels. We believe the focus on HDL-C led to enrollment of patients with overly low LDL-C baseline levels, minimizing the potential to observe relative reductions in CVD risk, and that specific trials were too short for the full magnitude of MACE benefits to be observed based on the modest reduction in LDL-C achieved. For example, evacetrapib, which also had a favorable tolerability profile, used a CVOT with a median duration of only two years, which was too short to demonstrate the drug's potential to reduce CVD risk over time, and it too had only a modest observed LDL-lowering capability. Similar CVOTs with other agents that lowered LDL-C by a similar magnitude required at least three years to demonstrate a MACE benefit, including CETP inhibitor anacetrapib.

In a Phase 3 REVEAL CVOT with approximately 30,000 patients with ASCVD receiving intensive atorvastatin therapy, for anacetrapib, its MACE benefits were observed to be predicted by the magnitude of the LDL-C reduction, suggesting that CETP inhibitors behave like statins in reducing MACE. The REVEAL trial began enrollment in August 2011 and completed its long-term follow-up in April 2019. A median four-year follow-up of the REVEAL trial showed that CETP inhibition resulted in a nine percent reduction in MACE (first major coronary event, a composite of coronary death, myocardial infarction or coronary revascularization) compared to placebo. We believe the REVEAL results provide clinical support showing that the absolute reduction in LDL-C over time by CETP inhibition confers a predictable benefit in the prevalence of adverse cardiovascular outcomes, as measured by MACE. However, due to a very low baseline level of LDL-C (61 mg/dl), the trial showed only a modest absolute LDL-C lowering of 11 mg/dl (17%). In addition, anacetrapib's commercial viability was limited by its lipophilicity, which caused it to accumulate in fat tissue over time.

We selected obicetrapib for its LDL-lowering activity and safety profile and designed our CVOT to avoid the shortcomings of prior CETP inhibitor programs and to ultimately fulfill the unmet need of patients with and at risk of CVD. Obicetrapib has intrinsic properties, such as ionizable features, substantially reduced lipophilicity, good solubility and neutral pH, that we believe give it more favorable physical, pharmacokinetic and biopharmaceutical properties as a drug candidate compared to other CETP inhibitors.

In 2022, Merck & Co. ("Merck") announced, through publication in a respected medicinal chemistry journal, the successful design of MK-8262, a CETP inhibitor with a novel molecular structure that could lead to improved LDL lowering potency at a lower dose compared to previous CETP inhibitors. Parameters that were focused on for optimization of MK-8262 were polarity and lipophilicity, oral bioavailability, better IC50 towards lower dosages and consequently better pharmacodynamics on HDL and LDL levels. Based on the published results, the program resulted in a compound that was taken through Phase 1 trials and which displayed a number of favorable characteristics in in-vitro and in-vivo studies. We believe obicetrapib shares important similarities with a number of the features of this compound, which we believe helps to explain the stronger potency at a significantly lower dose we have observed in clinical studies of obicetrapib compared to prior CETP inhibitors. Merck has announced that the compound was not advanced further due to broader strategic reasons and not due to any adverse safety or efficacy findings.

### **Our Strategy**

Our goal is to develop and commercialize potentially transformative oral therapies for patients suffering from cardiometabolic diseases rooted in abnormal cholesterol metabolism for which existing therapies are unsuccessful or not well-tolerated.

The core elements of our strategy to achieve our goal are the following:

- ***Advance the clinical development of obicetrapib as a next-generation oral, low-dose, once-daily LDL-lowering treatment as a monotherapy and a combination therapy with ezetimibe.*** We are conducting two Phase 3 pivotal trials: BROADWAY, which began enrolling patients in January 2022, and BROOKLYN, which began enrolling patients in July 2022, to evaluate obicetrapib as a

monotherapy used as an adjunct to maximally tolerated lipid-lowering therapies to potentially enhance LDL-lowering for high-risk CVD patients. We also commenced our Phase 3 PREVAIL CVOT in March 2022, designed to assess obicetrapib's potential to reduce occurrences of MACE, including cardiovascular death, non-fatal myocardial infarction, non-fatal stroke and non-elective coronary revascularization, and a Phase 2b trial, ROSE2, to investigate obicetrapib as a fixed dose combination with ezetimibe. We are also conducting a Phase 2 dose-finding study of obicetrapib as an adjunct to stable statin therapy in patients with dyslipidemia in Japan. We expect to report data from our Phase 3 BROADWAY trial and our Phase 3 BROOKLYN trial in 2024. We expect to report data from our Phase 3 PREVAIL CVOT in 2026 and from our Phase 2b ROSE2 trial in 2023. We also expect to report data from our Phase 2 dose-finding study of obicetrapib as an adjunct to stable statin therapy in patients with dyslipidemia in Japan in the second half of 2023.

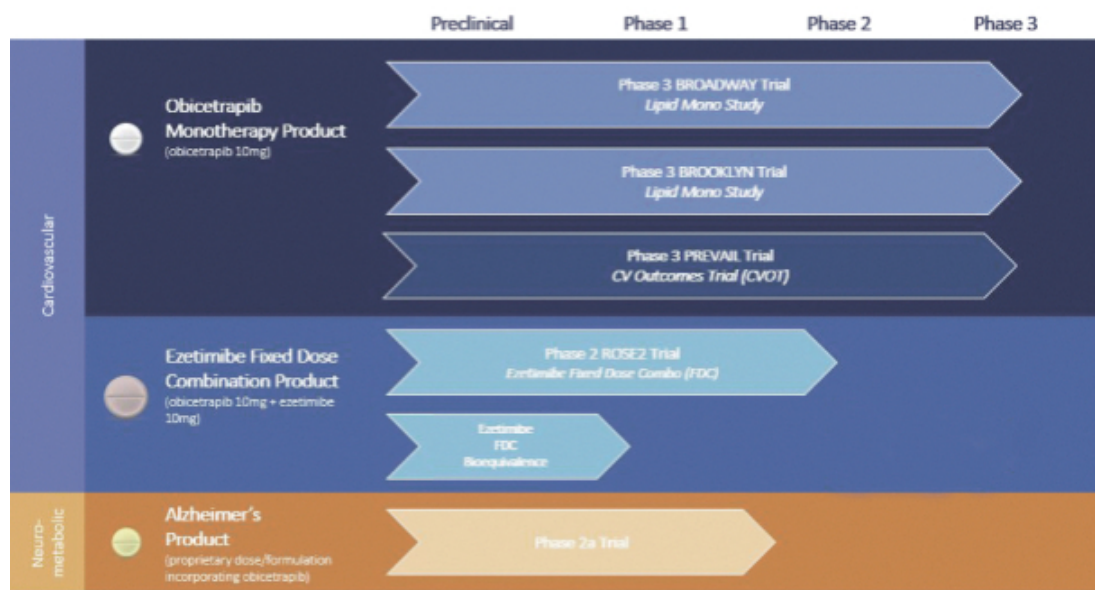
- **Obtain marketing approval from regulatory agencies.** We currently plan to seek approval of obicetrapib in the United States, the EU, Japan, China and the United Kingdom. We are executing multiple Phase 3 trials simultaneously, with clinical plans that incorporate feedback from the FDA, EMA, PMDA and NMPA. We have also initiated a Phase 2 study specifically in Japan and are including sufficient numbers of patients in Japan to support approval in those markets on the same timelines as the U.S. and Europe.
- **Commercialize obicetrapib for the treatment of cardiometabolic disease.** We are focused on selecting optimal partners in targeted geographies at the right time in obicetrapib's development and commercialization process. If we obtain marketing approval, both independently and, in certain jurisdictions through collaborations, we intend to commercialize obicetrapib for patients suffering from cardiometabolic disease. We have partnered with Menarini to exclusively commercialize obicetrapib 10 mg either as a sole active ingredient product or in a fixed dose combination with ezetimibe in the majority of European countries, if approved. Subject to receipt of marketing approval, our current plan is to pursue development and commercialization of obicetrapib in the United States ourselves, and to consider additional partners for jurisdictions outside of the United States and the EU, including in Japan, China and the United Kingdom.
- **Continue advancing the clinical development of obicetrapib for the treatment of Alzheimer's disease.** Evidence observed in our preclinical studies suggests that cholesterol accumulation in the brain may be a precursor to Alzheimer's disease. For example, rodents lack the CETP gene and are resistant to Alzheimer's disease. In early preclinical studies, when the human CETP gene was knocked into a mouse, the cholesterol content of the mouse brain was observed to increase by 25% and when combined with the gene for the amyloid precursor protein, hypothesized to be a driver of Alzheimer's disease, the risk of developing Alzheimer's disease may greatly increase. In a preclinical study, we observed that CETP inhibition promoted cholesterol removal from the brain and improved cognition. We commenced a Phase 2a clinical trial in early 2022 in patients with early Alzheimer's disease and the ApoE4 mutation to evaluate the pharmacodynamic and pharmacokinetic effects, safety and tolerability of obicetrapib. We currently expect to report data from this trial in 2023. Should the data from this trial warrant it, we intend to continue advancing this product candidate through the clinical development pathway.
- **Explore the potential of CETP inhibitors for use in other indications.** We believe that CETP inhibition, by markedly increasing HDL-C and lowering LDL-C, may also have a role to play in other indications by potentially mitigating the risk of developing diseases such as diabetes, which led to an estimated 1,500,000 deaths globally in 2019, in addition to CVD and Alzheimer's disease. Clinically demonstrated anti-diabetic benefits have been observed with CETP inhibition in Phase 3 CVOTs that, if seen in obicetrapib, would differentiate it from current treatment alternatives, especially statins. We are planning preclinical studies examining the potential of obicetrapib for patients suffering from diabetes and have included the onset of diabetes as an endpoint in our CVOT.

**Clinical Development Plan**

We are conducting two Phase 3 pivotal trials – our BROADWAY and BROOKLYN trials – designed to measure obicetrapib’s ability to reduce LDL-C as a monotherapy administered as an adjunct to maximally tolerated lipid-modifying therapy. Following our end of Phase 2 meeting with the FDA in the fourth quarter of 2021, we also commenced our Phase 3 PREVAIL CVOT for obicetrapib as a monotherapy administered as an adjunct to maximally tolerated lipid-modifying therapy in early 2022. In our Phase 2b ROSE2 trial, we are evaluating the effect of a fixed dose combination of obicetrapib 10 mg with ezetimibe 10 mg on top of high-intensity statin therapy on reduction in LDL-C. We commenced a Phase 2 dose-finding study of obicetrapib as an adjunct to stable statin therapy in patients with dyslipidemia in Japan.

Based on the lipid-modifying effects of CETP inhibition we have observed in our clinical trials for obicetrapib to date, we have conducted preclinical assessments of obicetrapib to test its potential to stimulate similar protein-modulating activity in the brain for the potential prevention and treatment of Alzheimer’s disease. Following a Type B meeting in June 2021, the FDA confirmed that our preclinical data are sufficient to support a proposed clinical trial of obicetrapib for this indication, and we commenced a Phase 2a clinical trial in early 2022 in patients with early Alzheimer’s disease to evaluate the pharmacodynamic and pharmacokinetic effects, safety and tolerability of obicetrapib.

We have set forth below our current obicetrapib clinical development pipeline.



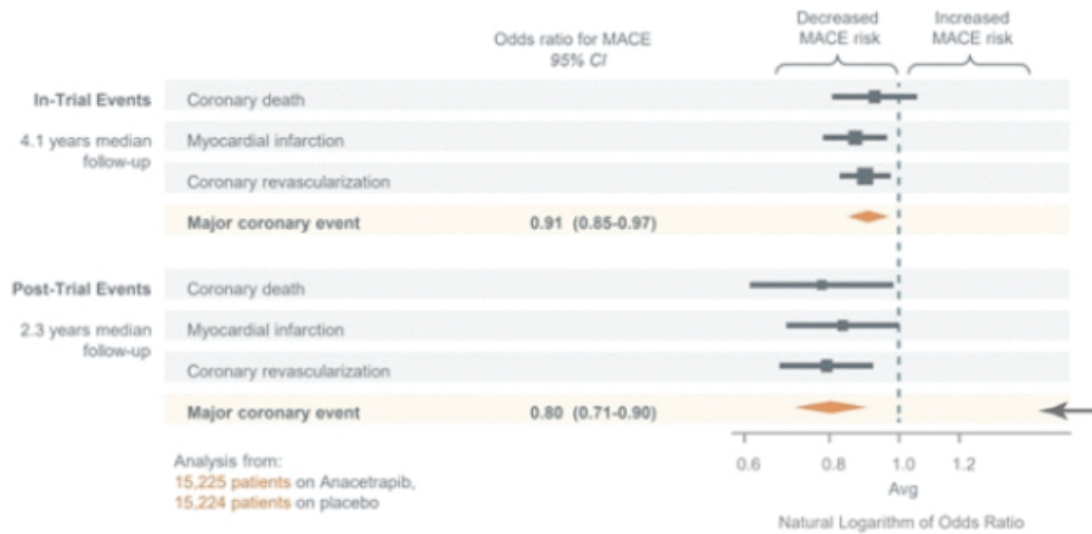
**Obicetrapib for Cardiovascular Disease**

There is broad scientific consensus that elevation in LDL-C is a primary causal factor for ASCVD, and CVD outcomes in high-risk populations improve as the level of LDL-C achieved on therapy decreases. A study published in the Journal of the American Medicine in 2017 found that genetic variants related to lower LDL-C levels were significantly associated with a lower risk of CVD. Specifically, the study concluded that the quantum of reduced genetic risk for CVD associated with CETP mutations was almost identical to the genetic risk of CVD observed in patients with genetically reduced levels of the proteins targeted by statins, PCSK9 inhibitors and ezetimibe. We believe the consistency of benefit across genotypes observed in all target genes is predictive of the clinical efficacy of CETP-induced LDL-lowering on CVD.



**Table of Contents**

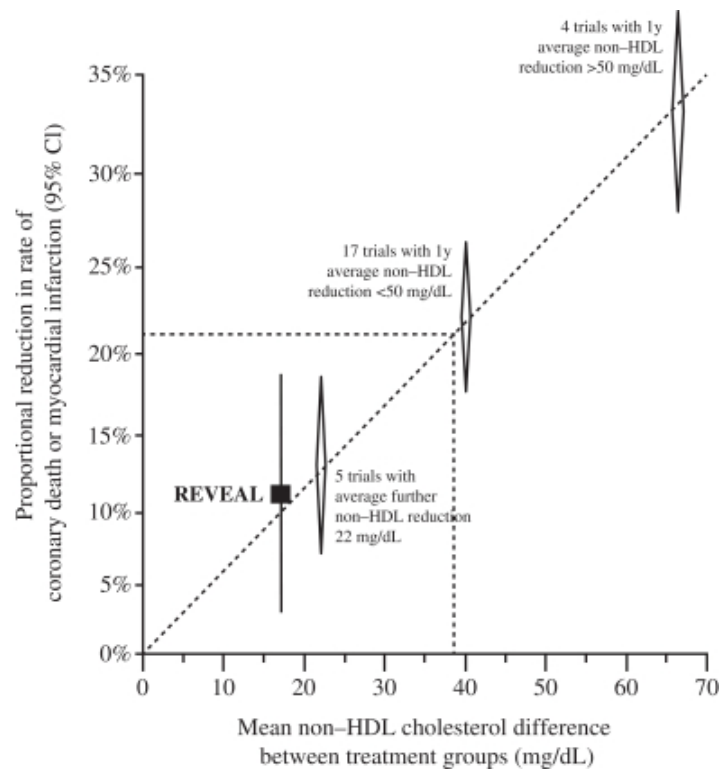
The direct correlation between LDL-C reduction and decrease in atherosclerotic cardiovascular events has been documented for both statin as well as non-statin therapies in CVOTs for ezetimibe, the PCSK9 inhibitors evolocumab and alirocumab, and for the CETP inhibitor anacetrapib. Most notably, a median four-year follow-up of the REVEAL Phase 3 study of anacetrapib showed that CETP inhibition resulted in a nine percent reduction in MACE (first major coronary event, a composite of coronary death, myocardial infarction or coronary revascularization) compared to placebo. However, due to a very low baseline level of LDL-C (61 mg/dl), the trial showed only a modest absolute LDL-C lowering of 11 mg/dl (17%). After approximately six and a half years of total follow-up, the REVEAL clinical trial showed additional MACE reduction of 20%. The table below shows the reduction in MACE and each component of MACE in the in-trial and post-trial periods.



We believe the REVEAL results provide clinical support that the absolute reduction in LDL-C over time by CETP inhibition confers a predictable benefit in the prevalence of adverse cardiovascular outcomes, as measured by MACE. Specifically, the decrease in MACE observed in the REVEAL study of anacetrapib is consistent with the findings of The Cholesterol Treatment Trialists’ (“CTT”) Collaboration, illustrated in the graphic below. The CTT collaboration conducted a meta-analysis of 26 statin clinical trials and showed that there is a consistent, linear decrease in MACE for every absolute unit of non-HDL (which is primarily composed of LDL-C) cholesterol reduction. The MACE reduction observed in REVEAL falls on the meta-regression line –

## Table of Contents

specifically, the CTT metaregression line predicts that an absolute reduction of LDL-C of 11 mg/dl, as seen in REVEAL, would correspond to the 9% reduction in MACE observed in REVEAL.



The graphic above presents a linear prediction of MACE benefit based on a meta-analysis of 26 prior statin clinical trials. Actual results may differ materially.

With these learnings in mind, we are executing a clinical development plan for obicetrapib focused on patients with high baseline LDL-C and that is designed to support a broad CVD label, if successful. To date, we have completed seven Phase 1 trials and three Phase 2 trials of obicetrapib. We are conducting two Phase 3 lipid trials and a third Phase 3 CVOT, and a fourth Phase 2b trial is ongoing.

### Ongoing Clinical Trials for Cardiovascular Disease

#### Phase 3 BROADWAY and BROOKLYN Lipid Trials

We are conducting two Phase 3 pivotal trials designed to measure obicetrapib's LDL-lowering capability and plan to enroll an aggregate of 2,700 patients across both studies who require additional LDL-lowering on top of their maximum tolerated lipid-modifying therapies. Our BROADWAY trial (TA-8995-302), which began enrolling patients in January 2022, is expected to enroll approximately 2,400 patients in the United States, Europe and Asia with heterozygous familial hypercholesterolemia ("HeFH") (individuals genetically predisposed to very high cholesterol) or established ASCVD, and who have baseline LDL-C of at least 70 mg/dL, and an additional risk enhancer in participants with an LDL-C level below 100 mg/dL (including other abnormal biometrics, a recent myocardial infarction or Type 2 diabetes). Our BROOKLYN trial (TA-8995-301), which began enrolling patients in July 2022, is expected to enroll an anticipated 300 HeFH patients in the United States, Canada, Europe and Africa who have baseline LDL-C of at least 70 mg/dL. Obicetrapib will be administered in a

## [Table of Contents](#)

once-daily 10 mg dose as an adjunct to diet (for regulatory purposes in the EU) and maximally tolerated lipid-modifying therapy, for a 52-week treatment period. Such lipid-modifying therapies include statins or, for statin-intolerant patients, ezetimibe, Nexletol/Nexlizet, PCSK9 inhibitors, or fibrates (a class of drugs which increase HDL-C without significantly reducing LDL-C).

The primary endpoint of both trials is percent change from baseline in LDL-C compared to placebo after 12 weeks. Secondary endpoints will also include percent changes from baseline compared to placebo after 12 weeks in Lp(a), ApoB, HDL-C, non-HDL-C (representing total cholesterol minus HDL-C), LDL-C from baseline to placebo after 180 days and 52 weeks, and, for BROADWAY, total cholesterol and triglycerides and MACE from baseline to 30 days after the last dose. We also expect to evaluate the safety and tolerability profile of obicetrapib in a broadly representative population of adult males and females of all ages, including elderly and very elderly participants, assessed by AEs, vital signs, clinical laboratory values and electrocardiogram (“ECG”) measurements as well as to evaluate the effects of obicetrapib on blood pressure.

### *Phase 3 PREVAIL Cardiovascular Outcomes Trial*

We have also initiated our PREVAIL trial (TA-8995-304), our Phase 3 CVOT, to evaluate the effects of 10 mg obicetrapib in participants with ASCVD on MACE (cardiovascular death, myocardial infarction, stroke and non-elective coronary revascularization). We expect to enroll 9,000 participants at sites in the United States, Canada, Europe, Asia, and Australia with established ASCVD and an LDL-C level of at least 70 mg/dL, and an additional risk enhancer in participants with an LDL-C level below 100 mg/dL, whose ASCVD is not adequately controlled despite maximally tolerated lipid-modifying therapies. The planned median study follow-up is expected to be 36 months, and the treatment period will continue until the last participant has been followed for a minimum of 2.5 years after the last patient has been randomized or until the target number of 959 primary endpoint events (i.e., cardiovascular death, non-fatal myocardial infarction, non-fatal stroke, or non-elective coronary revascularization) have occurred, whichever is later.

We have designed our PREVAIL trial based on insights gained from analyzing failures of prior CVOTs for other CETP inhibitors. Our trial design targets higher baseline LDL-C patients, which we believe creates potential for greater observed absolute LDL-C reduction, particularly given the observed median LDL-lowering activity of 51% in our Phase 2b ROSE clinical trial. We are focused on patients with high LDL-C levels and who have at least one other risk enhancer (including recent myocardial infarction, Type 2 diabetes, high triglyceride levels or low HDL-C), compared to prior CVOTs for CETP inhibitors that enrolled patients with low baseline LDL-C. We are planning for longer duration of follow-up to maximize opportunities to observe MACE reduction, with all patients to be followed for a minimum of three years. We believe that the inclusion of a high-risk patient population with established ASCVD and other risk enhancers increases the likelihood that the trial will accrue sufficient primary endpoint events over time and potentially result in a strong relative risk reduction in the treatment arm.

### *Phase 2b ROSE2 Trial*

In our ongoing Phase 2b ROSE2 trial, we are evaluating the effect of a fixed dose combination of obicetrapib 10 mg with ezetimibe 10 mg on top of high-intensity statin therapy on reduction in LDL-C levels. This randomized, double-blind placebo-controlled trial among 114 patients with dyslipidemia is designed to compare a once-daily oral 10 mg dose of obicetrapib alone and a combination therapy with 10 mg of ezetimibe to placebo for 12 weeks. The primary endpoint is percent change in LDL-C levels from baseline. We currently expect to report data from this trial in 2023.

### *Phase 2 Japan Trial*

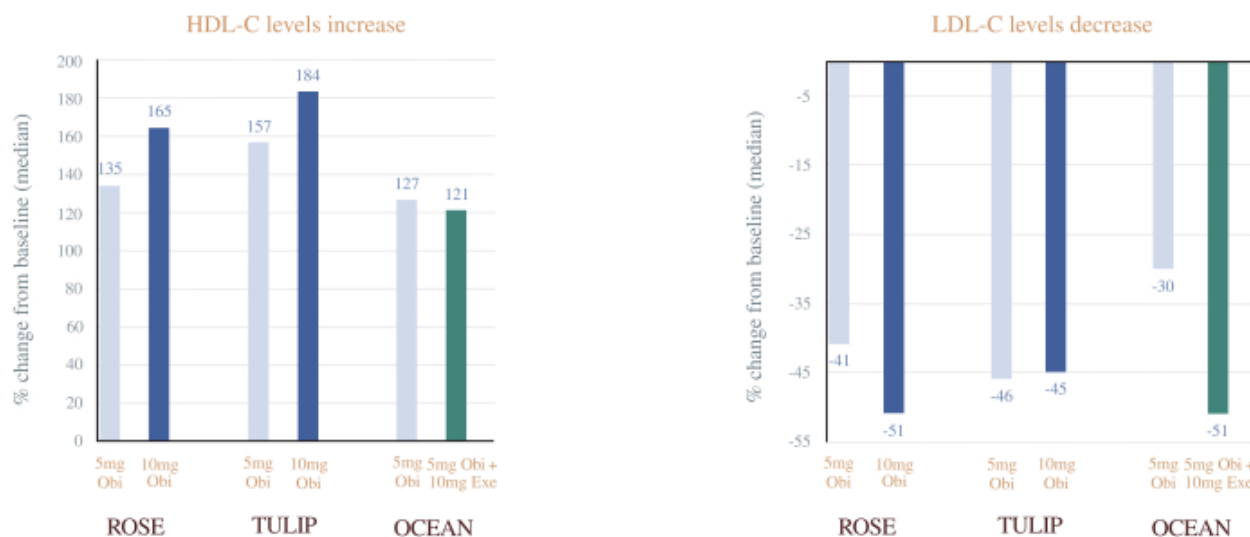
In our ongoing Phase 2 trial in Japan, we are evaluating the effects of three doses of obicetrapib (2.5 mg, 5 mg, and 10 mg) on LDL-C levels including efficacy, safety and tolerability. This is a randomized, double-blind,

**Table of Contents**

placebo controlled trial that is expected to enroll 108 adult Japanese patients with dyslipidemia. The trial is being conducted at hospitals and clinics across Japan. The primary endpoint is the percent change from baseline to end of treatment (day 56) in LDL-C for each obicetrapib group compared to placebo. We currently expect to report data from this trial in the second half of 2023.

**Completed Phase 2 Clinical Trials**

We have completed three Phase 2 trials of obicetrapib for the treatment of cardiometabolic disease. In all three trials obicetrapib was observed to robustly lower LDL-C and increase HDL-C from baseline across various treatment settings. Obicetrapib was also observed to be well-tolerated compared to placebo, in both the 5 mg and 10 mg doses and as a combination therapy with ezetimibe. The majority of treatment-emergent adverse events (“TEAEs”) were mild or moderate in severity and there were no drug-related, treatment-emergent serious AEs. The graphs below summarize the results of the three Phase 2 trials.



In our Phase 2b ROSE trial, we observed that obicetrapib has robust LDL-lowering capability as an adjunct to high-intensity statins at both 5 mg and 10 mg dosages. Based on our ROSE trial, we are using a 10 mg dosage for our Phase 3 trials. In our Phase 2a TULIP trial, we observed that a daily dose of up to 10 mg of obicetrapib alone significantly reduced LDL-C and increased HDL-C. Based on observations from our Phase 2b OCEAN trial, we believe that obicetrapib is at least additive for LDL lowering as a combination therapy with ezetimibe.

The table below summarizes the trial designs of the three Phase 2 trials we have completed.

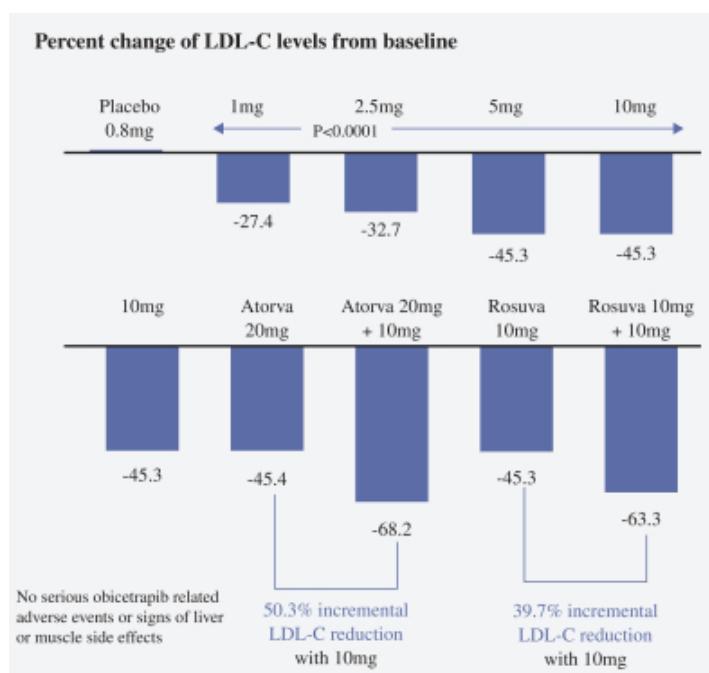
<b>Trial</b>	<b>Design</b>	<b>Patients</b>	<b>Obicetrapib Formulation</b>
<b>TULIP</b> (TA-8995-03)	Randomized, double-blind placebo-controlled trial to evaluate the percent changes in LDL-C and HDL-C levels	364 patients with mild dyslipidemia not on lipid-altering therapy at screening	1, 2.5, 5 or 10 mg alone and as a combination therapy with statins
<b>ROSE</b> (TA-8995-201)	Randomized, double-blind placebo-controlled trial to evaluate LDL-C reduction	114 patients with mild dyslipidemia already receiving high-intensity statin therapy	5 mg or 10 mg

[Table of Contents](#)

<u>Trial</u>	<u>Design</u>	<u>Patients</u>	<u>Obicetrapib Formulation</u>
<b>OCEAN</b> (TA-8995-303)	Randomized, double-blind placebo-controlled trial to evaluate LDL-C reduction	112 patients with mild dyslipidemia	5 mg alone and as a combination therapy with 10 mg ezetimibe



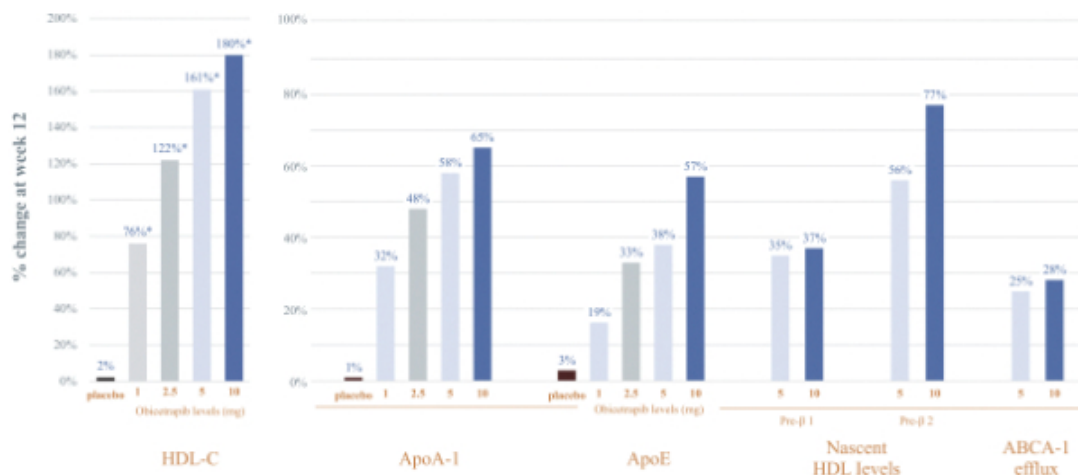
A Phase 2a TULIP trial of obicetrapib, which was completed in 2014, was a randomized, double-blind placebo-controlled trial among 364 patients with mild dyslipidemia and not on lipid-altering therapy at screening and involved once-daily oral dosing of obicetrapib up to 10 mg or a placebo alone and as a combination therapy with statins. The primary endpoints were the percent changes in LDL-C and HDL-C levels from baseline to week 12 of the trial, which were met for both doses. The 5 mg dose of obicetrapib resulted in a mean reduction of LDL-C by 45% and increased HDL-C by 161%, compared to placebo. In patients treated with 10 mg obicetrapib plus statin therapy (20 mg atorvastatin or 10 mg rosuvastatin), LDL-C levels were approximately 50% lower and HDL-C levels were approximately 140% higher, respectively, than those observed in patients receiving statin therapy alone.



Key secondary endpoints included percent changes in ApoB and apolipoprotein A1 (“ApoA1”). In patients treated with 5 mg obicetrapib, ApoB was reduced by 33.8%, while ApoA1 levels increased by 58.3%. A daily dose of 10 mg obicetrapib on top of statin therapy resulted in an ApoB reduction of 30% and an ApoA1 increase

## Table of Contents

of 54.1% than those observed in patients receiving statin therapy alone. Other secondary endpoints included percent change in ApoE, nascent HDL levels and ABCA-1 efflux. A summary of certain of these results follows:



A total of 284 patients experienced at least one TEAE, of which 95 experienced a suspected study drug-related TEAE. For all treatment groups, the most common TEAEs were the common cold and headache (22.9% and 13.2%, respectively). Most TEAEs were mild or moderate in severity with only 13 patients experiencing a severe TEAE, two of which were suspected to be related to the study drug (one subject in the placebo group and one subject in the atorvastatin 20 mg and obicetrapib 10 mg combination). Prevalence, incidence and severity of

TEAEs were similar across all treatment groups. There were eight patients with a treatment-emergent serious adverse event, none of which were study drug related, and no deaths occurred during the study.



Our Phase 2b ROSE trial, which was completed in August 2021, was a randomized, double-blind placebo-controlled trial among 120 patients with mild dyslipidemia who were already receiving high-intensity statin therapy. The trial involved a once-daily oral dose of obicetrapib at either 5 mg or 10 mg dose level for eight weeks. The primary endpoint of this clinical trial was LDL-C reduction from baseline and was met for both doses. Obicetrapib had a rapid effect, with LDL-C levels dropping dramatically in the first four weeks of the study and remaining relatively steady for the remaining four weeks of the study. At the 5 mg dose level,

## Table of Contents

approximately 20% of patients experienced a decrease in median LDL-C levels of over 60%; at the 10 mg dose level, that percentage nearly doubled. A summary of these statistically significant results is as follows:

### Median (min, max) LDL-C levels (mg/dL) at baseline and EoT

Time	Placebo	Obicetrapib 5mg	Obicetrapib 10mg
<b>Baseline Median</b>	90.0 (63, 204) N=40	95.0 (54, 236) N=39	88.0 (39, 207) N=40
<b>EoT Median</b>	86.0 (43, 137) N=39	53.0 (13, 126) N=39	49.5 (23, 83) N=40
<b>% Change from Baseline (median)</b>	-6.5 (-53.9, 31.6) N=39	-41.45 (-71.2, 62.3) N=38*	-50.75 (-76.9, 15.6) N=40
<b>% Change from Baseline LS mean (95% CI) P-value</b>	-4.76 (-11.74, 2.22) 0.1814	-37.98 (-44.80, -31.17) <0.0001	-44.15 (-50.95, -37.35) <0.0001

We also observed median percent reductions in ApoB of 24.4% and 29.8%; decreases in non-HDL-C of 38.9% and 44.4%; increases in HDL-C of 135.4% and 165.0%; and decreases in Lp(a) of 33.8% and 56.5%, in each case at the 5 mg and 10 mg doses, respectively. These statistically significant results are summarized as follows:

### Percent Change from Baseline to 8 Weeks in Lipid Biomarkers

		Placebo (N=40)	5 mg (N=40)	10 mg (N=40)
<b>ApoB</b>	Baseline:			
	n	40	40	40
	Mean (SD)	90.8 (18.2)	91.2 (22.6)	87.5 (22.0)
	Median (min, max)	87.0 (66, 136)	88.0 (53, 171)	82.0 (49, 161)
	Percent Change:			
	Mean (SD)	-4.67 (17.7)	-22.62 (21.9)	-27.19 (15.3)
	Median (min, max)	-2.60 (-50.0, 28.4)	-24.40 (-58.5, 47.4)	-29.75 (-58.4, 13.0)
	LS Mean (SE) <sup>1</sup>	-4.13 (2.6)	-22.40 (2.6)	-28.12 (2.6)
p-value		<0.0001	<0.0001	
<b>Non-HDL-C</b>	Baseline:			
	n	40	40	40
	Mean (SD)	125.4 (32.7)	125.9 (36.4)	121.4 (37.3)
	Median (min, max)	115.0 (87, 227)	118.5 (69, 276)	113.0 (53, 242)
	Percent Change:			
	Mean (SD)	-4.22 (20.4)	-34.28 (25.6)	-39.25 (17.6)
	Median (min, max)	-3.50 (-50.3, 48.4)	-38.90 (-65.6, 66.3)	-44.40 (-70.2, 22.5)
	LS Mean (SE) <sup>1</sup>	-3.83 (3.2)	-34.37 (3.2)	-39.86 (3.2)
p-value		<0.0001	<0.0001	

## Table of Contents

		Placebo (N=40)	5 mg (N=40)	10 mg (N=40)
<b>HDL-C</b>	Baseline:			
	n	40	40	40
	Mean (SD)	48.6 (15.7)	48.5 (13.7)	49.9 (18.7)
	Median (min, max)	44.5 (19, 99)	46.5 (24, 79)	44.0 (25, 138)
	Percent Change:			
	Mean (SD)	-6.62 (12.4)	123.92 (57.7)	156.41 (52.2)
	Median (min, max)	-4.90 (-30.3, 28.6)	135.40 (-26.4, 212.9)	164.95 (55.1, 286.3)
	LS Mean (SE) <sup>1</sup>	-6.98 (6.6)	122.29 (6.6)	157.35 (6.5)
	p-value		<0.0001	<0.0001
<b>Lp(a)</b>	Baseline:			
	n	40	40	40
	Mean (SD)	108.2 (123.3)	117.1 (115.3)	85.8 (106.4)
	Median (min, max)	45.3 (2.9, 410)	89.4 (2.8, 354)	29.9 (2.8, 435)
	Percent Change:			
	Mean (SD)	5.4 (21.2)	-30.0 (31.9)	-43.2 (30.1)
	Median (min, max)	4.00 (-29.6, 45.5)	-33.8 (-84.6, 93.8)	-56.5 (-85.7, 18.3)
	LS Mean (SE) <sup>1</sup>	5.06 (4.4)	-30.9 (4.4)	-42.0 (4.3)
	p-value		<0.0001	<0.0001

<sup>1</sup> Least squares (LS) means and p-values (two-sided) are from a mixed model for repeated measures (MMRM) model with treatment, visit and treatment-by-visit as factors and baseline LDL-C as a covariate. p-values from comparison to placebo. For percent change values, n=39 for placebo and obicetrapib 5 mg groups for all, except n=38 for LDL-C and Lp(a) for obicetrapib 5 mg.

Overall, obicetrapib as an adjunct to high-intensity statin therapy at both doses was observed to be well-tolerated compared to placebo. TEAEs were reported by 15 subjects in the 5 mg group and eight subjects in the 10 mg group, compared with 19 subjects in the placebo group. Some of the TEAEs in the study reported by more than one subject in any treatment group were muscle spasms (none in either of the obicetrapib groups and two subjects in the placebo group), fatigue (two subjects in the 5 mg group, one subject in the 10 mg group, and two subjects in the placebo group), basal cell carcinoma (none in either of the obicetrapib groups and two subjects in the placebo group), nausea (one subject in the 5 mg group and two subjects in the placebo group), Type 2 diabetes mellitus (two subjects in the 5 mg group and none in the 10 mg or placebo groups) and hypertension (two subjects in the 5 mg group and no subjects in either the 10 mg or placebo groups). All other TEAEs were experienced by only one or no subjects in each treatment group. TEAEs that were considered by the investigator to be related to study treatment were reported by three subjects (two subjects in the 5 mg group and one subject in the 10 mg group), compared with four subjects in the placebo group. There were no TEAEs leading to death. One subject in the placebo group had a TEAE leading to discontinuation. The majority of TEAEs were mild and moderate in severity; one subject in the placebo group had a severe TEAE. There were two serious TEAEs, both of which occurred in the placebo group.

Based on our ROSE trial and the enhanced LDL-C reduction capability of a 10 mg dose compared with 5 mg and the safety profile we observed, we selected a 10 mg dose for our Phase 3 lipid trials and CVOT.



Our Phase 2b OCEAN trial, which we completed in June 2021, evaluated the effect of obicetrapib as a combination therapy with ezetimibe on LDL-C levels. This randomized, double-blind placebo-controlled trial among 100 patients with mild dyslipidemia involved once-daily oral 5 mg dose of obicetrapib alone and as a combination therapy with 10 mg of ezetimibe, compared to both placebo and ezetimibe alone, for eight weeks.



## [Table of Contents](#)

The primary endpoint of the trial was percent change in LDL-C compared to baseline, which was met. We observed that obicetrapib 5 mg, ezetimibe 10 mg and their combination each significantly reduced LDL-C from baseline and compared with placebo, with statistically significant reductions compared to baseline measured at 34.4%, 14.8% and 52.0%, respectively, compared to a 1.4% reduction in the placebo group. The results are summarized as follows:

### Median (min, max) LDL-C levels (mg/dL) at baseline and EOT

Time	Placebo	Ezetimibe 10mg	Obicetrapib 5mg	Obi 5 + Eze 10mg
<b>Baseline Median</b>	136.0 (101, 177) (N=24)	127.0 (76, 189) (N=27)	121.0 (82, 153) (N=27)	123.0 (89, 186) (N=27)
<b>EoT Median</b>	138.0 (88, 193) (N=25)	105.0 (66, 142) (N=24)	86.5 (38, 137) (N=26)	63.5 (34, 133) (N=24)
<b>% change from BL median</b>	-2.0 (-24.5, 35.9) (N=27)	-14.90 (-46.8, 46.9) (N=25)	-30.10 (-56.7, 19.1) (N=25)	-51.40 (-69.6, 8.1) (N=24)
<b>% change from BL LSMean (95%CI) p-value</b>	1.40 (-6.03, 8.84) <b>0.7116</b>	-12.86 (-20.29, -5.42) <b>0.0007</b>	-30.70 (-38.21, -23.19) <b>&lt;0.0001</b>	-40.95 (-48.73, -33.16) <b>&lt;0.0001</b>

We also observed median ApoB reductions of 23.5%, 8.9% and 34.8% for obicetrapib 5 mg, ezetimibe 10 mg and their combination, respectively, compared to 0.9% reduction in the placebo group.

### Median (min, max) ApoB levels (mg/dL) at baseline and EOT

Time	Placebo	Ezetimibe 10mg	Obicetrapib 5mg	Obi 5mg + Eze 10mg
<b>Baseline Median</b>	105.5 (74, 141) (N=28)	103.0 (79, 133) (N=28)	102.0 (74, 124) (N=28)	105.0 (77, 158) (N=27)
<b>EoT Median</b>	107.0 (69, 153) (N=27)	94.0 (59, 137) (N=25)	75.0 (45, 103) (N=26)	73.0 (49, 105) (N=24)
<b>% change from BL Median</b>	-0.9 (-19.8, 25.4) (N=27)	-8.9 (-45.4, 32.3) (N=25)	-23.5 (-39.3, 21.2) (N=26)	-34.8 (-53.0, 8.9) (N=24)

Obicetrapib 5 mg alone and as a combination therapy with ezetimibe 10 mg taken once daily for eight weeks displayed a favorable tolerability profile. TEAEs were reported by four subjects in the obicetrapib 5 mg group and nine subjects in the combination group, compared with eight subjects in the ezetimibe 10 mg group and six subjects in the placebo group. The TEAEs in the study reported by more than one subject in any treatment group were diarrhea (no subjects and two subjects in the obicetrapib 5 mg and combination groups, respectively, and two subjects and no subjects in the ezetimibe 10 mg and placebo groups, respectively) and headache (no subjects and one subject in the obicetrapib 5 mg and combination groups, respectively, and two subjects and one subject in the ezetimibe 10 mg and placebo groups, respectively). All other TEAEs were experienced by one or no subjects in each treatment group. TEAEs that were considered to be related to study treatment were reported by one subject and three subjects in the obicetrapib 5 mg and combination groups, respectively, compared with three

## [Table of Contents](#)

subjects and four subjects in the ezetimibe 10 mg and placebo groups, respectively. There were no TEAEs leading to death. One subject in the ezetimibe 10 mg group had a TEAE leading to discontinuation of the study drug, compared to no subjects in the 5 mg group and two subjects in the combination group. The majority of TEAEs were mild and moderate in severity, and one subject in the ezetimibe 10 mg group had a severe TEAE.

### *Phase 1 Clinical Trials*

We have completed seven Phase 1 clinical trials of obicetrapib in healthy patients to date, which are summarized in the below table.

<b>Phase 1 Trial</b>	<b>Design</b>	<b>Treatment / Formulation</b>	<b>Results</b>
TA-8995-01: Single ascending dose study in healthy Caucasian and Japanese subjects	Randomized, double-blind, single-dose, placebo-controlled trial in healthy men and women. 12 groups of 8 subjects. 2 to 6 randomized to placebo or active treatment.	Single oral dose of 5, 10, 25, 50, 100 and 150 mg obicetrapib capsules, or Single oral dose of placebo	Dose-dependent and sustained inhibition of CETP activity accompanied by a decrease in LDL-C and ApoB and increases in CETP, HDL-C, ApoA-1 and apolipoprotein E (“ApoE”). Pharmacokinetics and pharmacodynamics generally consistent across ethnicity, age and gender.
TA-8995-E02: Multiple ascending dose study in healthy subjects	Randomized double-blind, placebo-controlled, sequential, multiple ascending-dose design. 5 groups of 12 subjects randomized to placebo or active treatment. Duration of treatment: 28 days of dosing for group 1, 21 days for groups 2-5.	Multiple oral dosages of 5, 10, 2.5, 1, and 25 mg obicetrapib capsules, or Multiple oral dosages of placebo	No safety or tolerability issues observed. Single and multiple doses of up to 25 mg of obicetrapib did not yield adverse effects on vital signs or ECG changes, nor did clinical laboratory assessments and physical examinations reveal any safety issues. The maximum percent reduction in CETP activity from baseline following the 5 mg and 10 mg doses were 90.9% and 97.6%, respectively.
TA-8995-07: Study to assess the mass balance recovery, pharmacokinetics, metabolism and excretion of <sup>14</sup> C-TA-8995 in healthy male subjects	Open label, single oral dose study in 6 subjects.	10 mL <sup>14</sup> C-obicetrapib oral suspension, containing 10 mg and 100 μCi of <sup>14</sup> C-obicetrapib	Obicetrapib was steadily absorbed with a median of 4.5 hours to maximum absorption levels. Median half-life was 161 hours. A mean of 63.8%

## Table of Contents

<u>Phase 1 Trial</u>	<u>Design</u>	<u>Treatment / Formulation</u>	<u>Results</u>
TA-8995-04: Study of the electrocardiographic effects of TA-8995 in healthy male and female subjects	135 subjects randomized to one of 3 study treatments.	Single oral dose of 150 mg obicetrapib capsules, or Single oral dose of placebo, or Single open-label oral dose of 400 mg moxifloxacin	radioactivity was recovered in the feces and 15.4% in the urine, Overall total recovery of radioactivity in excreta approximately 78% of the administered dose.  No clinically meaningful effects on any ECG parameter were observed.
TA-8995-05: A Phase 1, open label study to assess the effects of TA-8995 on the pharmacokinetics of midazolam and digoxin in healthy male subjects	Open label, crossover, fixed sequence study in 16 healthy male subjects. Duration of treatment up to 15 days.	Digoxin 0.25 mg oral tablet on the morning of Days 1 and 13 Midazolam 5 mg oral solution on the morning of Days 2 and 14 obicetrapib 25 mg (2 x 10 mg and 1 x 5 mg) oral capsules on the morning of Day 8 and 10 mg oral capsule on the morning of Days 9 to 15.	No significant effect on digoxin was observed, with a statistically significant decrease in midazolam plasma. Absorption rates of digoxin and midazolam were unaffected by the presence of multiple doses of obicetrapib.
TA-8995-08: Bioequivalence study of capsule and tablet formulations of TA-8995 in healthy male subjects	Open-label, randomized, 2 treatment period (3 days), cross-over study in 26 subjects	5 mg obicetrapib orally, either as a capsule or as a tablet in the first treatment period, and vice versa in the second treatment period.	Obicetrapib formulated as a tablet was bioequivalent to obicetrapib formulated as a capsule in terms of overall concentration over time but not in terms of the maximum observed concentration, which varied among study subjects.
TA-8995-06: A Phase 1 study of the effects of TA-8995 on Lp(a) in male and female subjects with elevated Lp(a)	Single-center, randomized, double-blind, placebo- controlled, parallel-group	TA-8995 10 mg once daily, TA-8995 2.5 mg once daily, or matching placebo once daily.	There were statistically significant reductions in Lp(a) in both the TA-8995 2.5 mg and 10 mg groups, compared with placebo, at week 12 (primary endpoint) and at week 4 (secondary endpoint). There were statistically significant

## [Table of Contents](#)

<u>Phase 1 Trial</u>	<u>Design</u>	<u>Treatment / Formulation</u>	<u>Results</u>
TA-8995-09: A randomized, open-label, two-sequence, two-period, two-treatment crossover study to evaluate the effect of food on the bioavailability of obicetrapib tablets in healthy adult subjects	Open-label, single-dose, randomized, 2-sequence, 2-period, 2-treatment crossover study in 30 subjects	10 mg obicetrapib tablets orally administered either after an overnight fast of at least 10 hours (Treatment T1, fasted) or at 30 minutes after the start of a completed standardized high-fat, high-calorie breakfast that was preceded by an overnight fast of at least 10 hours (Treatment T2, fed)	increases in HDL-C, ApoA1, and ApoE levels and decreases in LDL-C and ApoB levels, at week 12, for both the TA-8995 2.5 mg and 10 mg groups, compared with placebo. TA-8995 2.5 mg and 10 mg once daily for 12 weeks was generally well tolerated in subjects with elevated Lp(a) levels.  Based on the plasma concentration data for obicetrapib, the peak and overall systemic exposure were 55-59% greater under fed conditions compared to that of fasted conditions. The least-squares geometric mean of fed versus fasted ratios were 154.87%, 155.42% and 158.53% for AUC <sub>0-t</sub> , AUC <sub>0-∞</sub> and C <sub>max</sub> , respectively.

### ***Obicetrapib for Other Therapeutic Areas***

#### *Alzheimer's disease*

According to the World Health Organization, Alzheimer's disease and other dementias affect approximately 55 million people as of 2021, and this is expected to increase to 78 million in 2030 and 139 million in 2050. Alzheimer's disease is the most prevalent form of dementia, resulting in the generalized degeneration of the brain.

In a healthy brain, excess cholesterol levels in the neurons and amyloid-beta ("Ab") peptide removal from cerebral spinal fluid are regulated properly. The brain is the most cholesterol-rich organ in the body; comprising only two percent of the body's mass, it contains approximately 20% of the body's cholesterol, which is recycled and redistributed through an ApoE-mediated lipoprotein pathway. Inside populations of cells called astrocytes, ApoE binds with cholesterol that has been released into the brain by neurons and converts it into a different form of cholesterol that is transported out of the brain into the systemic circulation. In addition to ApoE, the protein associated with HDL, ApoA1, also acts as the brain's "vacuum cleaner," by removing toxic cholesterol from peripheral tissue to promote healthy cell function and survival. In addition, small HDL particles that transverse the blood brain barrier remove excess Ab peptides in cerebral spinal fluid for ultimate conversion and transport out of the brain.

## [Table of Contents](#)

Alzheimer's disease, however, is characterized in part by the aggregation of Ab peptides into amyloid plaques in cerebral spinal fluid, facilitated by the presence of excess cholesterol in cell membranes. Thus, the accumulation of cholesterol in cell membranes and the ineffective clearance of Ab plaques by ApoE and ApoA1 in their HDL forms is associated with the development of Alzheimer's disease. Importantly, certain forms of ApoE (in particular, ApoE4) are worse at Ab transport than others, such as ApoE2, and are known to be associated with an increased risk of Alzheimer's disease. Further, CETP activity has been detected in astrocytes, the cells where ApoE bind with cholesterol, indicating the potential for a CETP inhibitor to function in the brain similarly to its lipid-modifying effects in the cardiovascular system. Genetic studies have shown that CETP loss of function mutations mitigate the risk of Alzheimer's disease in patients with the ApoE4 genotype.

Based on these observations as well as the marked increases of ApoA1 observed in our Phase 2 clinical trials and the increases in ApoE observed in the TULIP trial, we have conducted preclinical assessments of obicetrapib for the prevention and treatment of Alzheimer's disease. In initial animal testing, we observed, in preliminary data, a statistically significant reduction in Ab42 over the total Ab ratio in the CSF of mice, a biomarker of Alzheimer's disease activity.

Following a Type B meeting in June 2021, the FDA confirmed that our preclinical data are sufficient to support a proposed clinical trial of obicetrapib for the prevention and treatment of Alzheimer's disease. We commenced a Phase 2a clinical trial in early 2022 in patients with early Alzheimer's disease and the ApoE4 mutation to evaluate the pharmacodynamic and pharmacokinetic effects, safety and tolerability of obicetrapib. In this trial, obicetrapib at a 10 mg dose is being administered orally for 24 weeks, and the primary endpoints being evaluated are the change in levels of apolipoproteins in plasma and cerebrospinal fluid from baseline to the end of the 24-week trial period.

### **Manufacturing and Supply**

We currently have no manufacturing facilities and limited personnel with manufacturing experience. We rely on a single contract manufacturer to produce both drug substances and drug products required for our clinical trials. Obicetrapib 5 and 10 mg tablets are manufactured and tested in accordance with Good Manufacturing Practice, at facilities in the United States, Italy and the United Kingdom.

### **Marketing and Sales**

We do not currently have our own marketing, sales or distribution capabilities. In order to commercialize obicetrapib or any future product candidates, if approved for commercial sale, we currently plan to develop our own sales and marketing infrastructure in the United States and have entered, and expect to continue to enter, into arrangements with third parties to perform these services outside of the United States. We may also opportunistically seek strategic collaborations to maximize the commercial opportunities for our future product candidates inside and outside the United States. We have entered into a license agreement with Menarini, pursuant to which Menarini has been granted the exclusive rights to commercialize obicetrapib 10 mg either as a sole active ingredient product or in a fixed dose combination with ezetimibe in the majority of European countries, if approved. As any future product candidates near regulatory approval and potential commercial launch, we plan to assess our options for commercializing each respective product candidate and may choose to commercialize themselves ourselves or with a partner.

#### *Menarini License*

On June 23, 2022, we entered into the Menarini License, pursuant to which we granted Menarini an exclusive, royalty-bearing, sublicensable license under certain of our intellectual property and our regulatory documentation to undertake post approval development activities and commercialize multiple brands of obicetrapib in a single unit dose of 10 mg or less, either as a sole active ingredient product or in a fixed dose combination with ezetimibe, for any use in the majority of European countries (the "Menarini Territory"). We retained all rights to obicetrapib in all other territories and in other dosages.

## [Table of Contents](#)

We are solely responsible for conducting the development activities to obtain regulatory approval for obicetrapib. Menarini may conduct market access studies, medical affairs activities, non-registration studies and Phase IV clinical trials in the Menarini Territory. Menarini will be responsible for submitting and obtaining the required regulatory approvals to commercialize obicetrapib (at the licensed dosage) in the Menarini Territory and will own the regulatory approvals, if received. Menarini will also be solely responsible for commercializing obicetrapib (at the licensed dosage), if approved, and will be required to use commercially reasonable efforts to commercialize obicetrapib in the Menarini Territory.

Pursuant to the Menarini License, Menarini made an upfront payment to us of €115.0 million. Menarini has also committed to providing €27.5 million in funding for our research and development activities over several years, together with bearing 50% of any development costs incurred in respect of the pediatric population in the Menarini Territory. We are also eligible to receive up to an additional €863 million upon the achievement of various clinical, regulatory and commercial milestones. If obicetrapib is approved and successfully commercialized by Menarini, we will be entitled to tiered royalties ranging from the low double digits to the mid-twenties as a percentage of net sales in the Menarini Territory, with royalty step-downs in the event of generic entrance or in respect of required third-party intellectual property payments.

The Menarini License will expire on the last to expire royalty term, which is determined on a licensed product-by-licensed product and country-by-country basis, and is the later of (i) the expiration of the last to expire licensed patent that includes a valid claim in the country, (ii) expiration of regulatory exclusivity granted by the prevailing governmental authority for the licensed product in the country or (iii) 12 years from the first commercial sale of the licensed product in the country.

Through June 30, 2022, we have not received any milestone payments from Menarini under the Menarini License.

### **Intellectual Property**

Our future commercial success depends, in part, on our ability to obtain and maintain patent and other proprietary protection for commercially important inventions, to obtain and maintain know-how related to our business, including our product candidates, to defend and enforce our intellectual property rights, in particular our patent rights, to preserve the confidentiality of our trade secrets, and to operate without infringing, misappropriating, or violating the valid and enforceable patents and other intellectual property rights of third parties. Our ability to preclude or restrict third parties from making, using, selling, offering to sell, or importing competing molecules to our products may depend on the extent to which we have rights under valid and enforceable patents and trade secrets that cover these activities.

We seek to protect our proprietary technology and processes, in part, by entering into confidentiality agreements with our employees, consultants, and contractors. 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.

We strive to protect and enhance our proprietary inventions and improvements that we consider commercially important to the development of our business, including by seeking, maintaining, and defending U.S. and foreign patent rights. All of the issued patents and pending patent applications in our patent portfolio are owned by our subsidiary, NewAmsterdam Pharma B.V., Dutch Chamber of Commerce registry number 55971946. As of December 1, 2022, we owned seven issued U.S. patents and ten pending U.S. patent applications. We also owned 98 granted European patents and three pending European patent applications, two granted Chinese patents and seven pending Chinese patent applications. In addition, we owned 74 granted patents and 30 pending patent applications in other foreign jurisdictions, including international applications under the Patent Cooperation Treaty, or PCT.

## [Table of Contents](#)

The patent positions of pharmaceutical companies are generally uncertain and can involve complex legal, scientific, and factual issues. We cannot predict whether any patent applications we pursue will issue as patents in any particular jurisdiction, or whether the claims of any issued patents will provide sufficient proprietary protection from competitors.

In addition, the coverage claimed in a patent application may be significantly reduced before a patent is granted, and its scope can be reinterpreted and even challenged after issuance. As a result, we cannot guarantee that any of our products will be protected or remain protectable by enforceable patents. Moreover, any patents that we license or may own in the future may be challenged, circumvented, or invalidated by third parties. In addition, because of the extensive time required for clinical development and regulatory review of a product candidate we may develop, it is possible that, before our product candidate can be commercialized successfully, any related patents may expire or remain in force for only a short period following commercial launch, thereby limiting the protection such patent would afford the applicable product and any competitive advantage such patent may provide.

For any individual patent, the term depends on the applicable law in the country in which the patent is issued. In most countries where we have patents and patent applications, including the United States, patents have a term of 20 years from the application filing date or earliest claimed nonprovisional priority date. In the United States, the patent term may be shortened if a patent is terminally disclaimed over another patent that expires earlier. The term of a U.S. patent may also be lengthened by a patent term adjustment that is awarded by the USPTO, in order to address administrative delays by the USPTO in examining and granting a patent.

In the United States, the term of a patent that covers an FDA-approved drug may be eligible for patent term extension in order to restore the period of a patent term lost during the premarket FDA regulatory review process. Specifically, the Drug Price Competition and Patent Term Restoration Act of 1984 (the “Hatch-Waxman Act”) permits a patent term extension of up to five years beyond the natural expiration of the patent (but the total patent term, including the extension period, must not exceed 14 years following FDA approval). The patent term extension period granted on a patent covering a product is typically one-half the time between the effective date of a clinical investigation involving human beings is begun and the submission date of an application, plus the time between the submission date of an application and the ultimate approval date. Only one patent applicable to an approved product is eligible for patent term extension, and only those claims covering the approved product, a method for using it, or a method for manufacturing it may be extended. The application for patent term extension must be submitted prior to the expiration of the patent. The USPTO reviews and approves the application for any Patent Term Extension in consultation with the FDA.

Prosecution is a lengthy process, during which the scope of the claims initially submitted for examination by the USPTO and other patent offices may be significantly revised before issuance, if granted at all.

For more information regarding the risks related to our intellectual property, please see “*Risk Factors—Risks Related to Our Intellectual Property.*”

The issued patents and patent applications for obicetrapib are detailed below.

### *Obicetrapib First Generation Patents*

The patent portfolio for obicetrapib composition of matter includes a first generation patent family directed generally to compounds, pharmaceutical compositions comprising the compounds, and methods of treatment using the compounds and pharmaceutical compositions. We have two granted patents in the United States covering a genus of compounds that includes obicetrapib and claims that more narrowly cover the obicetrapib compound, pharmaceutical compositions, and methods of treatment. We have 17 granted patents in Europe. In Asia, we have one granted patent in China, two granted patents in Japan, one granted patent in the Republic of Korea, one granted patent in Taiwan and one granted patent in Singapore. We have one granted patent in India.

## [Table of Contents](#)

In North America outside of the United States, we have one granted patent in Canada and one granted patent in Mexico. In addition we have 13 granted patents in other foreign jurisdictions. Patent applications are pending in Argentina and Thailand. Patents, and patent applications, if granted, are expected to expire between April 2025 and August 2027, without taking potential patent term extensions into account. The first generation portfolio also includes a patent family covering a method of synthesizing obicetrapib. We have one patent in the United States, five patents in Europe including the United Kingdom, and one patent in Japan. Patents in this family are expected to expire between March 29, 2027 and March 31, 2029, not including patent term extensions.

### *Obicetrapib Second Generation Patents*

Our second generation obicetrapib patent portfolio includes a patent family directed to solid oral dosage forms containing 5 to 10 mg of obicetrapib, including tablet forms, and methods of treatment comprising administration of 1 to 25 mg of obicetrapib daily. We have two granted patents in the United States and a pending application. We have 38 granted patents in Europe. In Asia, we have no granted patents in China, one granted patent in the Republic of Korea, one granted patent in Japan, one granted patent in Taiwan, one granted patent in Singapore and one granted patent in Hong Kong. We have one granted patent in India. In North America outside of the United States, we have one granted patent in Mexico and one granted patent in Canada. In addition, we have 16 granted patents in other foreign jurisdictions. Patent applications are pending in Argentina, Brazil, China, Hong Kong, Colombia, Costa Rica, Egypt, Libya, Peru, Thailand and Venezuela. Patents, and patent applications, if granted, are expected to expire in February 2034, without taking potential patent term extensions or patent term adjustment into account.

We also have a patent family directed to compositions that contain obicetrapib and a statin, methods of treating with compositions that contain obicetrapib and a statin, and in Europe and other foreign jurisdictions, methods of use in which obicetrapib and a statin are separately administered. We have one granted patent in the United States and an application to reissue the patent with additional claims covering separate administration of obicetrapib and a statin. We have no granted patents in Europe. In Asia, we have no granted patents in China, one granted patent in Japan and two granted patent in Taiwan. In North America outside of the United States, we have one granted patent in Mexico. In addition, we have two granted patents in other foreign jurisdictions. Patent applications are pending in China, Hong Kong, Japan, Republic of Korea, Thailand, Canada, Europe and Venezuela. Patents, and patent applications if granted, are expected to expire between February 2034 and August 2035, without taking potential patent term extensions or patent term adjustment into account.

In addition, we have a patent family that claims a synthetic intermediate used in the synthetic process we intend to use commercially, as well as processes to make that intermediate. We have one issued US patent and 39 granted patents in Europe. In Asia, we have one granted patent in China, one granted patent in Hong Kong, one granted patent in Japan, one granted patent in Singapore, one granted patent in Taiwan and one granted patent in India. In North America outside of the United States, we have one granted patent in Mexico and one granted patent in Canada. In addition, we have 14 granted patents in other foreign jurisdictions. Patent applications are pending in Argentina, Brazil, Europe, Republic of Korea and Venezuela. Patents, and patent applications if granted, are expected to expire in July 2035, without taking potential patent term extensions or patent term adjustment into account.

### *Obicetrapib Third Generation Patents*

We have one pending US provisional application covering the solid salt form of obicetrapib that we intend to commercialize and the process for its commercial synthesis. Patents, and patent applications if granted, are expected to expire in July 2043, without taking potential patent term extensions or patent term adjustment into account.

We also have patent families, all of which consist of pending patent applications, directed to compositions and methods of use of obicetrapib as a combination therapy with (i) ezetimibe, (ii) statins for use in certain



## [Table of Contents](#)

subpopulations of patients, and (iii) SGLT2 inhibitors. Patents, if granted, are expected to expire respectively in (i) February 2042, (ii) July 2042, and (iii) December 2042, without taking potential patent term extensions or patent term adjustment into account. We have three patent families, each consisting of a US provisional application, covering our ongoing phase 2 trials and upcoming phase 3 trial protocols. Patents, if granted, are expected to expire in 2043.

In addition, we have two patent families covering methods of using obicetrapib to treat neurodegenerative diseases. The first of these families currently consists of a pending US provisional application, a pending international PCT application, and a pending European application. The second consists of a US provisional application. Any patents that grant from these families will expire respectively in March 2042 and September 2043, without taking into account potential patent term extensions or patent term adjustments.

### ***Trade Secrets***

We also rely on trade secrets, know-how, confidential information and continuing technological innovation to develop, strengthen and maintain our proprietary position in our field and protect aspects of our business that are not amenable to, or that we do not consider appropriate for, patent protection. However, trade secrets can be difficult to protect. While we take measures to protect and preserve our trade secrets, such measures can be breached, and we may not have adequate remedies for any such breach. We seek to protect our proprietary information, in part, using confidentiality agreements and invention assignment agreements with our collaborators, employees and consultants. These agreements are designed to protect our proprietary information and, in the case of the invention assignment agreements, to grant us ownership of technologies that are developed through a relationship with a third party. We cannot guarantee, however, that we have executed such agreements with all applicable counterparties. Furthermore, these agreements may be breached, and we may not have adequate remedies for any breach. In addition, our trade secrets may otherwise become known or be independently discovered by competitors and other third parties, or misused by any collaborator to whom we disclose such information. To the extent that our collaborators, employees and consultants use intellectual property owned by others in their work for us, disputes may arise as to the rights in related or resulting know-how and inventions. For more information regarding the risks related to our intellectual property, please see “*Risk Factors—Risks Related to Our Intellectual Property.*”

### **Competition**

The biopharmaceutical industry is characterized by intense competition and rapid innovation. Our potential competitors include large pharmaceutical companies, smaller biotechnology and specialty pharmaceutical companies and generic drug companies. Many of our potential competitors have greater financial and technical human resources than we do, as well as greater experience in the discovery and development of product candidates, obtaining FDA and other regulatory approvals of products, and the commercialization of those products. Accordingly, our potential competitors may be more successful than us in obtaining FDA-approved drugs and achieving widespread market acceptance. We anticipate that we will face intense and increasing competition as new drugs enter the market and advanced technologies become available. Finally, the development of new treatment methods for the diseases we are targeting could render our product candidates non-competitive or obsolete.

We believe the key competitive factors that will affect the development and commercial success of our obicetrapib product candidate, if approved, will be its enhanced LDL-lowering capability as a monotherapy or as a combination therapy, tolerability profile, convenience of oral dosing, price and availability of reimbursement from governmental and other third-party payors, and effect on other predictors of disease risk.

We are currently developing obicetrapib primarily for the treatment of patients at high cardiovascular risk with elevated levels of LDL-C as an adjunct to statins. If approved, obicetrapib would compete with approved

non-statin treatments such as ezetimibe, Nexletol/Nexlizet and PCSK9 inhibitors such as Repatha, Praluent and Leqvio. There are also a number of product candidates in clinical development by third parties, such as Amryt Pharma, Arrowhead Pharmaceuticals, AstraZeneca, CVI Pharmaceuticals, Innovent Biologics, Ionis Pharmaceuticals, Matinas BioPharma, Merck, Novartis, Novo Nordisk, Regeneron Pharmaceuticals and others, that are intended to treat CVD.

### **Government Regulation and Product Approval**

Government authorities in the United States, at the federal, state and local level, and other countries extensively regulate, among other things, the research, development, testing, manufacture, quality control, approval, labeling, packaging, storage, record-keeping, promotion, advertising, distribution, post-approval monitoring and reporting, marketing, and export and import of drug products. We, along with any 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 of our products and product candidates. The process of obtaining regulatory approvals and the subsequent compliance with applicable federal, state, local, and foreign statutes and regulations require the expenditure of substantial time and financial resources.

#### *U.S. Drug Development Process*

In the United States, the FDA regulates drugs under the FDCA, as amended, and its implementing regulations. Drugs are also subject to other federal, state and local statutes and regulations. A new drug must be approved by the FDA through the NDA process before it may be legally marketed in the United States, and this process generally involves the following:

- completion of preclinical laboratory tests, animal studies, and formulation studies in accordance with FDA's Good Laboratory Practice requirements and other applicable regulations;
- submission to the FDA of an IND application, which must become effective before human clinical trials may begin and must be updated annually and when certain changes are made;
- approval by an independent IRB, or independent ethics committee at each clinical site before each trial may be initiated;
- performance of adequate and well-controlled human clinical trials in accordance with Good Clinical Practices ("GCPs"), to establish the safety and efficacy of the proposed drug for its intended use;
- preparation of and submission to the FDA of an NDA after completion of pivotal trials;
- a determination by the FDA within 60 days of its receipt of an NDA to file the application for review;
- satisfactory completion of an FDA advisory committee review, if applicable;
- satisfactory completion of an FDA inspection of the manufacturing facility or facilities at which the drug is produced to assess compliance with cGMP, requirements to assure that the facilities, methods and controls are adequate to preserve the drug's identity, strength, quality and purity;
- potential FDA audit of the nonclinical study and/or clinical study sites that generated data in support of the NDA; and
- FDA review and approval of the NDA to permit commercial marketing of the product for particular indications for use in the United States.

Prior to beginning the first clinical trial with a product candidate in the United States, a sponsor 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

## [Table of Contents](#)

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. Some long-term preclinical testing may continue after the IND is submitted. The IND automatically becomes effective 30 days after receipt by the FDA, 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 or not allowing it to commence on the terms originally specified in the IND.

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, dosing procedures, subject selection and exclusion criteria, 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. 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. Depending on its charter, this group may determine whether a trial may move forward at designated check points based on access to certain data from the trial. The FDA or the sponsor may suspend a clinical trial at any time on various grounds, including a finding that the research subjects or patients are being exposed to an unacceptable health risk or that the trial is unlikely to meet its stated objectives. Similarly, an IRB can suspend or terminate approval of a clinical trial at its institution if the clinical trial is not being conducted in accordance with the IRB's requirements or if the drug has been associated with unexpected serious harm to patients. There are also requirements governing the reporting of ongoing clinical studies and clinical study results to public registries.

A sponsor who wishes to conduct a clinical trial outside of the U.S. may, but need not, obtain FDA authorization to conduct the clinical trial under an IND. If a foreign clinical trial is not conducted under an IND, the sponsor must ensure that the clinical trial complies with regulatory requirements if the data is to be used in support of NDA approval. The FDA will accept a well-designed and well-conducted foreign clinical trial not conducted under an IND if the trial was conducted in accordance with GCP requirements, and the FDA is able to validate the data through an onsite inspection, if deemed necessary.

Human clinical trials are typically conducted in three sequential phases that may overlap or be combined:

- Phase 1: The product candidate 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, excretion 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 product candidate 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 product candidate 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,

## [Table of Contents](#)

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 and labeling. Generally, two adequate and well-controlled Phase 3 clinical trials are required by the FDA for approval of an NDA.

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 conducted after initial marketing approval and may be used to gain additional experience from the treatment of patients in the intended therapeutic indication and are commonly intended to generate additional safety data regarding use of the product in a clinical setting. In certain instances, the FDA may mandate the performance of Phase 4 clinical trials as a condition of approval of an NDA.

Concurrent with clinical trials, companies usually complete additional animal studies and must also develop additional information about the chemistry and physical characteristics of the drug and 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, the manufacturer must develop methods for testing the identity, strength, quality, and purity of the final drug. In addition, 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.

While the IND is active and before approval, progress reports summarizing the results of the clinical trials and nonclinical studies performed since the last progress report must be submitted at least annually to the FDA, and written IND safety reports must be submitted to the FDA and investigators for serious and unexpected suspected AEs, findings from other studies suggesting a significant risk to humans exposed to the same or similar drugs, findings from animal or in vitro testing suggesting a significant risk to humans, and any clinically important increased incidence of a serious suspected adverse reaction compared to that listed in the protocol or investigator brochure.

In addition, during the development of a new drug, sponsors are given opportunities to meet with the FDA at certain points. These points may be prior to submission of an IND, at the end of Phase 2, and before an NDA is submitted. Meetings at other times may be requested. These meetings can provide an opportunity for the sponsor to share information about the data gathered to date, for the FDA to provide advice, and for the sponsor and the FDA to reach agreement on the next phase of development. Sponsors typically use the meetings at the end of the Phase 2 trial to discuss Phase 2 clinical results and present plans for the pivotal Phase 3 clinical trials that they believe will support approval of the new drug.

### *U.S. Review and Approval Process*

Assuming successful completion of all required testing in accordance with all applicable regulatory requirements, the results of product development, preclinical, and other nonclinical studies and clinical trials, along with descriptions of the manufacturing process, analytical tests conducted on the chemistry of the drug, proposed labeling, and other relevant information are submitted to the FDA as part of an NDA requesting approval to market the product. Data can come from company-sponsored clinical studies intended to test the safety and effectiveness of a use of the product, or from a number of alternative sources, including studies initiated by independent investigators. To support marketing approval, the data submitted must be sufficient to establish the safety and efficacy of the investigational product to the satisfaction of the FDA. The submission of an NDA is subject to the payment of user fees; a waiver of such fees may be obtained under certain limited circumstances.

The FDA conducts a preliminary review of all NDAs within the first 60 days after submission, before accepting them for filing, to determine whether they are sufficiently complete to permit substantive review. The FDA may request additional information rather than accept an NDA for filing. In this event, the NDA must be resubmitted with the additional information. The resubmitted application also is subject to review before the FDA accepts it

## [Table of Contents](#)

for filing. Once accepted for filing, the FDA reviews an NDA to determine, among other things, whether a product is safe and effective for its intended use and whether its manufacturing is cGMP-compliant to assure and preserve the product's identity, strength, quality, and purity. Under the Prescription Drug User Fee Act ("PDUFA"), guidelines that are currently in effect, the FDA has a goal of ten months from the filing date to complete its initial review and act on a standard NDA for a drug that is a new molecular entity, and of ten months from the date of NDA receipt to review and act on a standard NDA for a drug that is not a new molecular entity. The FDA does not always meet its PDUFA goal dates, and the review process is often extended by FDA requests for additional information or clarification.

The FDA may refer an application for a novel drug to an advisory committee. An advisory committee is a panel of independent experts, including clinicians and other scientific experts, that reviews, evaluates, and provides a recommendation as to whether the application should be approved and under what conditions. The FDA is not bound by the recommendations of an advisory committee, but it considers such recommendations carefully when making decisions.

Before approving an NDA, the FDA will typically inspect the facility or facilities where the product is manufactured. The FDA will not approve an application unless it determines that the manufacturing processes and facilities are in compliance with cGMP and adequate to assure consistent production of the product within designated specifications. Additionally, before approving an NDA, the FDA will typically inspect one or more clinical sites to assure compliance with GCPs and assure the integrity of the clinical data submitted to the FDA. 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 an NDA 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 ("CRL"). An approval letter authorizes commercial marketing of the product with specific prescribing information for specific indications. A CRL indicates that the review cycle of the application is complete and the application is not ready for approval. A CRL will describe all of the deficiencies that the FDA has identified in the NDA, except that where the FDA determines that the data supporting the application are inadequate to support approval, the FDA may issue the CRL without first conducting required inspections and/or reviewing proposed labeling. In issuing the CRL, the FDA may recommend actions that the applicant might take to place the NDA in condition for approval, including requests for additional information or clarification. The FDA may delay or refuse approval of an NDA 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 NDA with a Risk Evaluation and Mitigation Strategy ("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 medicine and to enable patients to have continued access to such medicines by managing their safe use, and could include medication guides, physician communication plans, assessment plans, and/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. The FDA may also require one or more Phase 4 post-marketing 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 or surveillance programs.

In addition, the PREA requires a sponsor to conduct pediatric clinical trials for most drugs, for a new active ingredient, new indication, new dosage form, new dosing regimen, or new route of administration. Under PREA,

original NDAs and supplements must contain a pediatric assessment unless the sponsor has received a deferral or waiver. The required assessment must evaluate the safety and effectiveness of the product for the claimed indications in all relevant pediatric subpopulations and support dosing and administration for each pediatric subpopulation for which the product is safe and effective. The sponsor or FDA may request a deferral of pediatric clinical trials for some or all of the pediatric subpopulations. A deferral may be granted for several reasons, including a finding that the drug is ready for approval for use in adults before pediatric clinical trials are complete or that additional safety or effectiveness data needs to be collected before the pediatric clinical trials begin. The FDA must send a non-compliance letter to any sponsor that fails to submit the required assessment, keep a deferral current, or fails to submit a request for approval of a pediatric formulation.

### *U.S. Expedited Development and Review Programs*

The FDA offers a number of expedited development and review programs for qualifying product candidates. For example, the Fast Track program is intended to expedite or facilitate the process for reviewing new products that 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 designated product has opportunities for more frequent interactions with the applicable FDA review team during product development and, once an NDA is submitted, the product candidate may be eligible for priority review. A Fast Track-designated product may also be eligible for rolling review, where the FDA may consider for review sections of the NDA on a rolling basis before the complete application is submitted. Rolling review may occur if the sponsor provides a schedule for the submission of the sections of the NDA, the FDA agrees to accept sections of the NDA and determines that the schedule is acceptable, and the sponsor pays any required user fees upon submission of the first section of the NDA.

A product candidate 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 candidate can receive Breakthrough Therapy designation if preliminary clinical evidence indicates that the product candidate, alone or as a combination therapy with one or more other drugs 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 candidate, including involvement of senior managers.

A marketing application for a drug submitted to the FDA for approval, including a product candidate 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. A product candidate is eligible for priority review if it is designed to treat a serious condition, and if approved, would provide a significant improvement in safety or effectiveness compared to available alternatives for such disease or condition. For new-molecular-entity NDAs, 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, or with respect to non-new-molecular-entity NDAs, within six months of the NDA receipt date.

Additionally, product candidates studied for their safety and effectiveness in treating serious or life-threatening diseases or conditions may utilize an accelerated approval pathway upon a determination that the product has an effect on (1) a surrogate endpoint that is reasonably likely to predict clinical benefit or (2) 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. Products receiving accelerated approval may be subject to withdrawal of its approval if, for example, the sponsor

## [Table of Contents](#)

fails to conduct the required post-marketing studies or if such studies fail to verify the predicted clinical benefit. In addition, for products being considered for accelerated approval, the FDA generally requires, unless otherwise informed by the agency, that all advertising and promotional materials intended for dissemination or publication within 120 days of marketing approval be submitted to the agency for review during the pre-approval review period, which could adversely impact the timing of the commercial launch of the product.

Fast Track designation, Breakthrough Therapy designation, priority review designation, and the accelerated approval pathway do not change the scientific or medical standards for approval or the quality of evidence necessary to support approval, but may expedite the development or review process. Even if a product candidate qualifies for one or more of these programs, the FDA may later decide that the product no longer meets the conditions for qualification or decide that the time period for FDA review or approval will not be shortened.

### *U.S. Marketing Exclusivity*

Market exclusivity provisions under the FDCA can delay the submission or the approval of certain marketing applications. The FDA provides periods of non-patent regulatory exclusivity, which provides the holder of an approved NDA limited protection from new competition in the marketplace. Five years of exclusivity are available to new chemical entities (“NCEs”). An NCE is a drug that contains no active moiety that has been approved by the FDA in any other NDA. An active moiety is the molecule or ion, excluding those appended portions of the molecule that cause the drug to be an ester, salt, including a salt with hydrogen or coordination bonds, or other noncovalent, or not involving the sharing of electron pairs between atoms, derivatives, such as a complex (*i.e.*, formed by the chemical interaction of two compounds), chelate (*i.e.*, a chemical compound), or clathrate (*i.e.*, a polymer framework that traps molecules), of the molecule, responsible for the physiological or pharmacological activity of the drug substance. During the exclusivity period, the FDA may not accept for review or approve an ANDA, or a 505(b)(2) NDA submitted by another company that contains the same active moiety. An ANDA or 505(b)(2) application, however, may be submitted one year before NCE exclusivity expires if a Paragraph IV certification of patent invalidity, unenforceability, or non-infringement is filed.

The FDCA alternatively provides three years of marketing exclusivity for an NDA, or supplement to an existing NDA, if new clinical investigations, other than bioavailability studies, that were conducted or sponsored by the applicant are deemed by the FDA to be essential to the approval of the application, for example new indications, dosages or strengths of an existing drug. This three-year exclusivity covers only the modification for which the drug received approval on the basis of the new clinical investigations and does not prohibit the FDA from approving ANDAs or 505(b)(2) NDAs for drugs containing the active ingredient for the original indication or condition of use. Five-year and three-year exclusivity will not delay the submission or approval of a 505(b)(1) NDA; however, an applicant submitting a 505(b)(1) NDA would be required to conduct or obtain a right of reference to all of the preclinical studies and adequate and well-controlled clinical trials necessary to demonstrate safety and efficacy.

The FDA may also grant pediatric exclusivity, which provides a six-month extension to existing regulatory or patent exclusivity. To be eligible for pediatric exclusivity, FDA must issue a Written Request detailing the studies to be performed and the timeframe for their completion. If an applicant agrees to perform the studies as outlined in the Written Request, the applicant must submit study reports at least nine months prior to the expiry of the exclusivity that is to be extended. The study reports must demonstrate that the applicant has met the conditions of the Written Request.

### *U.S. Post-approval Requirements*

Drug products manufactured or distributed 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 promotion of the product, which include restrictions on promoting products for unapproved uses or patient populations (known

## [Table of Contents](#)

as “off-label use”) and limitations on industry-sponsored scientific and educational activities. In rare cases, pre-approval of promotional materials may be required. 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. Further, for certain modifications to the drug, including changes in indications, labeling or manufacturing processes or facilities, the applicant may be required to submit and obtain prior FDA approval of a new NDA or NDA supplement, which may require the development and submission of additional data. There also are continuing, annual program fees for any marketed products. Drug manufacturers and their subcontractors involved in the manufacture and distribution of approved drugs 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. Manufacturers and other parties involved in the drug supply chain for prescription drug products must also comply with product tracking and other tracking requirements and must notify the FDA of counterfeit, diverted, stolen and intentionally adulterated products or products that are otherwise unfit for distribution in the United States. 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 AEs 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 the product, complete withdrawal of the product from the market or product recalls;
- fines, warning letters or untitled letters;
- clinical holds on clinical studies;
- refusal of the FDA to approve pending applications or supplements to approved applications or suspension or revocation of product approvals;
- product seizure or detention or refusal 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 drug products. 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, in their independent professional medical judgment, legally available



## [Table of Contents](#)

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. 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. However, companies may share truthful and not misleading information that is otherwise consistent with a product's FDA-approved labelling.

### *Other Healthcare Laws*

In the United States, drug manufacturers and sponsors are subject to a number of federal and state healthcare regulatory laws that restrict business practices in the healthcare industry. These laws include, but are not limited to, federal and state anti-kickback, false claims, and other healthcare fraud and abuse laws, as follows:

The U.S. federal Anti-Kickback Statute prohibits, among other things, any person or entity from knowingly and willfully offering, paying, soliciting, receiving, or providing any remuneration, directly or indirectly, overtly or covertly, to induce or in return for purchasing, leasing, ordering, or arranging for, or recommending the purchase, lease, or order of any good, facility, item or service reimbursable, in whole or in part, under Medicare, Medicaid, or other federal healthcare programs. 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 civil False Claims Act, prohibit, among other things, any person or entity from knowingly presenting, or causing to be presented, a false, fictitious or fraudulent claim for payment to, or approval by, the federal government, 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, or knowingly making a false statement to avoid, decrease, or conceal an obligation to pay money to the U.S. federal government. A claim includes "any request or demand" for money or property presented to the U.S. government. Actions under the civil False Claims Act may be brought by the Attorney General or as a *qui tam* action by a private individual in the name of the government. Moreover, a claim including items or services resulting from a violation of the U.S. federal Anti-Kickback Statute constitutes a false or fraudulent claim for purposes of the federal civil False Claims Act.

In addition, the civil monetary penalties statute, subject to certain exceptions, prohibits, among other things, the offer or transfer of remuneration, including waivers of copayments and deductible amounts (or any part thereof), to a Medicare or state healthcare program beneficiary if the person knows or should know it is likely to influence the beneficiary's selection of a particular provider, practitioner or supplier of services reimbursable by Medicare or a state healthcare program.

The federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), created additional federal criminal statutes that prohibit, among other actions, knowingly and willfully executing, or attempting to execute, a scheme to defraud any healthcare benefit program, including private third-party payors, knowingly and willfully embezzling or stealing from a healthcare benefit program, willfully obstructing a criminal investigation of a healthcare offense, and knowingly and willfully falsifying, concealing or covering up 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. Similar to the U.S. 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.

HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and their respective implementing regulations, which impose obligations on "covered entities," including certain healthcare providers, health plans, and healthcare clearinghouses, as well as their respective "business associates" and their respective subcontractors that create, receive, maintain, or transmit individually identifiable health information for or on behalf of a covered entity, with respect to safeguarding the privacy, security, and transmission of individually identifiable health information.

## [Table of Contents](#)

The federal Physician Payments Sunshine Act requires certain manufacturers of drugs, devices, biologics, and medical supplies for which payment is available under Medicare, Medicaid, or the Children’s Health Insurance Program, with specific exceptions, to report annually to the Centers for Medicare & Medicaid Services (“CMMS”), information related to payments or other transfers of value made to physicians (defined to include doctors, dentists, optometrists, podiatrists, and chiropractors), certain other healthcare professionals including physician assistants and nurse practitioners, and teaching hospitals, and applicable manufacturers and applicable group purchasing organizations to report annually to CMMS ownership and investment interests held by physicians and their immediate family members. Effective January 1, 2022, these reporting obligations extend to include transfers of value made to certain non-physician providers (physician assistants, nurse practitioners, clinical nurse specialists, certified registered nurse anesthetists and anesthesiologist assistants, and certified-nurse midwives).

There are federal price reporting laws, which require manufacturers to calculate and report complex pricing metrics to government programs, and such reported prices may be used in the calculation of reimbursement and/or discounts on approved products.

Similar state and local laws and regulations may also restrict business practices in the pharmaceutical industry, such as state anti-kickback and false claims laws, which may apply to business practices, including but not limited to, research, distribution, sales, and marketing arrangements and claims involving healthcare items or services reimbursed by non-governmental third-party payors, including private insurers, or by patients themselves; state laws that require pharmaceutical companies to comply with the pharmaceutical industry’s voluntary compliance guidelines and the relevant compliance guidance promulgated by the federal government, or otherwise restrict payments that may be made to healthcare providers and other potential referral sources; state laws and regulations that require drug manufacturers to file reports relating to pricing information and marketing expenditures or which require tracking gifts and other remuneration and items of value provided to physicians, other healthcare providers and entities; and state and local laws that require the registration of pharmaceutical sales representatives.

Violations of any of these laws and other applicable healthcare fraud and abuse laws may be punishable by criminal and civil sanctions, including fines and civil monetary penalties, the possibility of exclusion from federal healthcare programs (including Medicare and Medicaid), disgorgement and corporate integrity agreements, which impose, among other things, rigorous operational and monitoring requirements on companies. Similar sanctions and penalties, as well as imprisonment, also can be imposed upon executive officers and employees of such companies.

### *Coverage and Reimbursement*

Sales of any pharmaceutical product depend, in part, on the extent to which such product will be covered by third-party payors, such as federal, state and foreign government healthcare programs, commercial insurance and managed healthcare organizations, and the level of reimbursement for such product by third-party payors. In the United States, no uniform policy exists for coverage and reimbursement for pharmaceutical products among third-party payors. Therefore, decisions regarding the extent of coverage and amount of reimbursement to be provided are made on a plan-by-plan basis. The process for determining whether a third-party payor will provide coverage for a product typically is separate from the process for setting the price of such product or for establishing the reimbursement rate that the payor will pay for the product once coverage is approved.

Third-party payors may limit coverage to specific products on an approved list, also known as a formulary, which might not include all of the FDA-approved products for a particular indication, or place products at certain formulary levels that result in lower reimbursement levels and higher cost-sharing obligation imposed on patients. One third-party payor’s decision to cover a particular medical product or service does not ensure that other payors will also provide coverage for the medical product or service, and the level of coverage and reimbursement can differ significantly from payor to payor. As a result, the coverage determination process will

## [Table of Contents](#)

often require us to provide scientific and clinical support for the use of our products to each payor separately, which can be a time-consuming process, with no assurance that coverage and adequate reimbursement will be applied consistently or obtained in the first instance. Additionally, a third-party payor's decision to provide coverage for a product does not imply that an adequate reimbursement rate will be approved.

Moreover, as a condition of participating in, and having products covered under, certain federal healthcare programs, such as Medicare and Medicaid, we are subject to federal laws and regulations that require pharmaceutical manufacturers to calculate and report certain price reporting metrics to the government, such as Medicaid Average Manufacturer Price ("AMP"), and Best Price, Medicare Average Sales Price, the 340B Ceiling Price and Non-Federal AMP reported to the Department of Veteran Affairs, and with respect to Medicaid, pay statutory rebates on utilization of manufacturers' products by Medicaid beneficiaries. Compliance with such laws and regulations require significant resources and any findings of non-compliance may have a material adverse effect on our revenues.

### *Healthcare Reform*

In the United States and certain foreign jurisdictions, there have been, and we expect there will continue to be, a number of legislative and regulatory changes to the healthcare system. In the United States, by way of example, in March 2010, the ACA was signed into law, which substantially changed the way healthcare is financed by both governmental and private insurers in the United States and significantly affected the pharmaceutical industry. The ACA, among other things, increased the minimum level of Medicaid rebates payable by manufacturers of brand name drugs; required collection of rebates for drugs paid by Medicaid managed care organizations; required manufacturers to participate in a coverage gap discount program, under which they must agree to offer point-of-sale discounts (increased to 70%, effective as of January 1, 2019) off negotiated prices of applicable brand drugs to eligible beneficiaries during their coverage gap period, as a condition for the manufacturer's outpatient drugs to be covered under Medicare Part D; imposed a non-deductible annual fee on pharmaceutical manufacturers or importers who sell certain "branded prescription drugs" to specified federal government programs; implemented 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 expanded the types of entities eligible for the 340B drug discount program; expanded eligibility criteria for Medicaid programs; created a new Patient-Centered Outcomes Research Institute to oversee, identify priorities in, and conduct comparative clinical effectiveness research, along with funding for such research; and established a Center for Medicare Innovation at CMMS to test innovative payment and service delivery models to lower Medicare and Medicaid spending, potentially including prescription drug spending.

Since its enactment, there have been judicial, administrative, executive and Congressional legislative challenges to certain aspects of the ACA. For example, on June 17, 2021, the U.S. Supreme Court dismissed a challenge on procedural grounds that argued the ACA is unconstitutional in its entirety because the "individual mandate" was repealed by Congress. Thus, the ACA will remain in effect in its current form. Further, prior to the U.S. Supreme Court ruling, President Biden issued an executive order that initiated a special enrollment period from February 15, 2021, through August 15, 2021, for purposes of obtaining health insurance coverage through the ACA marketplace. The executive order also instructed 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 possible that the Affordable Care Act will be subject to judicial or Congressional challenges in the future. It is unclear how such challenges and the healthcare reform measures of the Biden administration will impact the ACA.

Other legislative changes have been proposed and adopted since the ACA was enacted, including aggregate reductions of Medicare payments to providers of 2% per fiscal year. These reductions went into effect on April 1, 2013 and, due to subsequent legislative amendments to the statute, will remain in effect through 2030, with the exception of a temporary suspension from May 1, 2020 through March 31, 2022 due to the COVID-19 pandemic.

## [Table of Contents](#)

Following the suspension, a 1% payment reduction will occur beginning April 1, 2022 through June 30, 2022, and the 2% payment reduction will resume on July 1, 2022. Moreover, there has recently 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 legislation designed, among other things, to bring more transparency to product pricing, review the relationship between pricing and manufacturer patient programs, and reform government program reimbursement methodologies for pharmaceutical products. By way of example, the American Taxpayer Relief Act of 2021, effective January 1, 2024, would eliminate the statutory cap on rebate amounts owed by drug manufacturers under the Medicaid Drug Rebate Program (“MDRP”), which is currently capped at 100% of the AMP for a covered outpatient drug. Further, based on a recent executive order, the Biden administration expressed its intent to pursue certain policy initiatives to reduce drug prices.

Individual states in the United States have also become increasingly active in implementing regulations designed to control pharmaceutical product pricing, including price or patient reimbursement constraints, discounts, restrictions on certain product access and marketing cost disclosure and transparency measures and, in some cases, mechanisms to encourage importation from other countries and bulk purchasing. In addition, regional healthcare authorities and individual hospitals are increasingly using bidding procedures to determine which drugs and suppliers will be included in their healthcare programs. Furthermore, there has been increased interest by third-party payors and governmental authorities in reference pricing systems and publication of discounts and list prices.

We expect additional state and federal healthcare reform measures to be adopted in the future, any of which could limit the amounts that federal and state governments will pay for healthcare products and services, which could result in reduced demand for our products or additional pricing pressure.

### *Data Privacy and Security Laws*

Numerous state, federal and foreign laws, including consumer protection laws and regulations, govern the collection, dissemination, use, access to, confidentiality and security of personal information, including health-related information. In the United States, numerous federal and state laws and regulations, including data breach notification laws, health information privacy and security laws, including HIPAA, and federal and state consumer protection laws and regulations (e.g., Section 5 of the Federal Trade Commission Act) that govern the collection, use, disclosure and protection of health-related and other personal information could apply to our operations or the operations of our partners. In addition, certain state and non-U.S. laws, such as the California Consumer Privacy Act (“CCPA”), the California Privacy Rights Act (“CPRA”) and the GDPR, govern the privacy and security of personal information, including health-related information in certain circumstances, some of which are more stringent than HIPAA and many of which differ from each other in significant ways and may not have the same effect, thus complicating compliance efforts. Failure to comply with these laws, where applicable, can result in the imposition of significant civil and/or criminal penalties and private litigation. Privacy and security laws, regulations and other obligations are constantly evolving, may conflict with each other to make compliance efforts more challenging, and can result in investigations, proceedings, or actions that lead to significant penalties and restrictions on data processing.

### *Regulation and Procedures Governing Approval of Medicinal Products in the EU*

In addition to regulations in the United States, we will be subject to a variety of foreign regulations governing clinical trials and commercial sales and distribution of our product candidates to the extent we choose to sell any of our product candidates outside of the United States. Whether or not we obtain FDA approval for a product, we or our third-party partners must obtain approval of a product by equivalent competent authorities in foreign jurisdictions before we can commence clinical trials or marketing of the product in those countries. The approval process varies from country to country and the time may be longer or shorter than that required for FDA approval. The requirements governing the conduct of clinical trials, product licensing, pricing and reimbursement vary greatly from country to country. As in the United States, post-approval regulatory requirements, such as

## [Table of Contents](#)

those regarding product manufacture, marketing, or distribution would apply to any product that is approved outside the United States.

The process governing the marketing authorization (“MA”), of medicinal products in the EU entails satisfactory completion of preclinical studies and adequate and well-controlled clinical trials to establish the safety, quality and efficacy of the medicinal product for each proposed therapeutic indication.

It also requires the submission to the relevant competent authorities of a marketing authorization application (“MAA”) and granting of an MA by these authorities before the product can be marketed and sold in the EU.

The aforementioned EU rules are generally applicable in the European Economic Area (“EEA”), which consists of the 27 EU member states, as well as Norway, Liechtenstein and Iceland.

Failure to comply with EU and member state laws that apply to the conduct of clinical trials, manufacturing approval, MA of medicinal products and marketing of such products, both before and after grant of the MA, or with other applicable regulatory requirements may result in administrative, civil, or criminal penalties. These penalties could include delays or refusal to authorize the conduct of clinical trials, or to grant MA, product withdrawals and recalls, product seizures, suspension, withdrawal, or variation of the MA, total or partial suspension of production, distribution, manufacturing or clinical trials, operating restrictions, injunctions, suspension of licenses, fines and criminal penalties.

### *EU Non-Clinical Studies and Clinical Trials*

Similar to the United States, the various phases of non-clinical research in the EU are subject to significant regulatory controls.

Non-clinical studies are performed to demonstrate the health or environmental safety of new chemical substances. Non-clinical health and environmental safety studies must be conducted in compliance with the principles of good laboratory practice (“GLP”), as set forth in Directive 2004/10/EC. In particular, non-clinical health and environmental safety studies, both in vitro and in vivo, must be planned, performed, monitored, recorded, reported and archived in accordance with the GLP principles, which define a set of rules and criteria for a quality system for the organizational process and the conditions for non-clinical studies. These GLP standards reflect the Organization for Economic Co-operation and Development requirements.

Until recently, the Clinical Trials Directive 2001/20/EC, the Directive 2005/28/EC on GCP and the related national implementing provisions of the individual EU member states governed the system for the approval of clinical trials in the EU. As of January 31, 2022, the new Clinical Trials Regulation (EU) No 536/2014 took effect and replaced the Clinical Trials Directive 2001/20/EC. Commission Implementing Regulation (EU) 2017/556 replaces the GCP Directive 2005/28/EC. Pursuant to transitional provisions under the Regulation, trials for which a request for approval was submitted prior to January 31, 2022 may continue under the national implementations of the Directives for a period of up to three years. In addition, for a period of 18 months from January 31, 2022, sponsors may elect which process to follow.

The new Clinical Trials Regulation aims to simplify and streamline the approval of clinical trials in the EU. The main characteristics of the regulation include: a streamlined application procedure via a single-entry point, the “EU portal”; a single set of documents to be prepared and submitted for the application, as well as simplified reporting procedures for clinical trial sponsors; and a harmonized procedure for the assessment of applications for clinical trials, which is divided in two parts. Part I is assessed by the competent authorities of all EU member states in which an application for authorization of a clinical trial has been submitted (member states concerned). Part II is assessed separately by each member state concerned. Strict deadlines have been established for the assessment of clinical trial applications. The role of the relevant ethics committees in the assessment procedure will continue to be governed by the national law of the concerned EU member state. However, overall related timelines are defined by the Clinical Trials Regulation.

## [Table of Contents](#)

Under either the Clinical Trials Directive or the Clinical Trials Regulation, clinical trials of medicinal products in the EU must be conducted in accordance with EU and national regulations and the International Conference on Harmonization (“ICH”), guidelines on GCP, as well as the applicable regulatory requirements and the ethical principles that have their origin in the Declaration of Helsinki. If the sponsor of the clinical trial is not established within the EU, it must appoint an EU entity to act as its legal representative.

Under the Clinical Trials Directive, the sponsor was obliged to take out a clinical trial insurance policy and/or maintain an appropriate indemnity or compensation scheme for clinical trial subjects, and in most EU member states, the sponsor was liable to provide ‘no fault’ compensation to any study subject injured in the clinical trial. Similarly, the Clinical Trials Regulation prescribes that member states must implement a scheme providing for compensation for damage caused by participation in clinical trials within their territory in the form of insurance, a guarantee, or a similar arrangement that is equivalent as regards its purpose and which is appropriate to the nature and the extent of the risk.

Under the applicable regulatory system, an applicant must obtain prior approval from the competent national authority of the EU member states in which the clinical trial is to be conducted. Furthermore, the applicant may only start a clinical trial at a specific study site after the competent ethics committee has issued a related favorable opinion. The application for authorization of a clinical trial must be accompanied by, among other documents, a copy of the trial protocol and an investigational medicinal product dossier containing information about the manufacture and quality of the medicinal product under investigation as prescribed by the Clinical Trials Regulation (EU) No 536/2014 and the Implementing Regulation (EU) 2017/556, as applicable, and further detailed in applicable guidance documents. Any substantial changes to the trial protocol or to other information submitted with the clinical trial application must be notified to or approved by the relevant competent national authorities and ethics committees. Medicinal products used in clinical trials must be manufactured in accordance with GMP.

### *EU Marketing Authorizations*

To obtain an MA for a product in the EU, an applicant must submit an MAA either under a centralized procedure administered by the EMA or one of the procedures administered by competent authorities in the EU member states (decentralized procedure, national procedure, or mutual recognition procedure). An MA may be granted only to an applicant established in the EU.

The centralized procedure comprises a single application, evaluation and authorization and provides for the grant of a single MA by the European Commission that is valid for all EU member states. Pursuant to Regulation (EC) No 726/2004, the centralized procedure is compulsory for specific products, including for (i) medicinal products derived from biotechnological processes, (ii) products designated as orphan medicinal products, (iii) advanced therapy medicinal products and (iv) products with a new active substance indicated for the treatment of HIV/AIDS, cancer, neurodegenerative diseases, diabetes, auto-immune and other immune dysfunctions and viral diseases. For products with a new active substance indicated for the treatment of other diseases and products that are a significant therapeutic, scientific or technical innovation or for which a centralized process is in the interest of patients, the centralized procedure may be optional.

Under the centralized procedure, the EMA’s Committee for Medicinal Products for Human Use (“CHMP”), is responsible for conducting the initial assessment of a product. The CHMP is also responsible for several post-authorization and maintenance activities, such as the assessment of modifications or extensions to an existing MA.

Under the centralized procedure in the EU, 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 assessment may be granted by the CHMP in exceptional cases, when a medicinal product targeting an unmet medical need is expected to be of major interest

## [Table of Contents](#)

from the point of view of public health and in particular from the viewpoint of therapeutic innovation. If the CHMP accepts a request for accelerated assessment, the time limit of 210 days will be reduced to 150 days (not including clock stops). The CHMP can, however, revert to the standard time limit for the centralized procedure if it considers that it is no longer appropriate to conduct an accelerated assessment.

Unlike the centralized authorization procedure, the decentralized MA procedure requires a separate application to, and leads to separate approval by, the competent authorities of each EU member state in which the product is to be marketed. This application is identical to the application that would be submitted to the EMA for authorization through the centralized procedure. The reference EU member state prepares a draft assessment and drafts of the related materials within 120 days after receipt of a valid application. The resulting assessment report is submitted to the concerned EU member states who, within 90 days of receipt, must decide whether to approve the assessment report and related materials. If a concerned EU member state cannot approve the assessment report and related materials due to concerns relating to a potential serious risk to public health, disputed elements may be referred to the Heads of Medicines Agencies' Coordination Group for Mutual Recognition and Decentralised Procedures—Human for review. The subsequent decision of the European Commission is binding on all EU member states.

The mutual recognition procedure allows companies that have a medicinal product already authorized in one EU member state to apply for this authorization to be recognized by the competent authorities in other EU member states. Like the decentralized procedure, the mutual recognition procedure is based on the acceptance by the competent authorities of the EU member states of the MA of a medicinal product by the competent authorities of other EU member states. The holder of a national MA may submit an application to the competent authority of an EU member state requesting that this authority recognize the MA delivered by the competent authority of another EU member state.

In principle, an MA has an initial validity of five years. The MA may be renewed after five years on the basis of a re-evaluation of the risk-benefit balance by the EMA or by the competent authority of the EU member state in which the original MA was granted. To support the application, the MA holder must provide the EMA or the competent authority with a consolidated version of the Common Technical Document, providing up-to-date data concerning the quality, safety and efficacy of the product, including all variations introduced since the MA was granted, at least nine months before the MA ceases to be valid. The European Commission or the competent authorities of the EU member states may decide, on justified grounds relating to pharmacovigilance, to proceed with one further five-year renewal period for the MA. Once subsequently definitively renewed, the MA shall be valid for an unlimited period. Any authorization which is not followed by the actual placing of the medicinal product on the EU market (in case of centralized procedure) or on the market of the authorizing EU member state within three years after authorization ceases to be valid (the so-called sunset clause).

Innovative products that target an unmet medical need and are expected to be of major public health interest may be eligible for a number of expedited development and review programs, such as the Priority Medicines (“PRIME”), scheme, which provides incentives similar to the breakthrough therapy designation in the United States. PRIME is a voluntary scheme aimed at enhancing the EMA’s support for the development of medicinal products that show the potential to target unmet medical needs. It permits increased interaction and early dialogue with companies developing promising medicinal products, to optimize their product development plans and speed up their evaluation to help the product reach patients as early as possible. Product developers that benefit from PRIME designation are potentially eligible for accelerated assessment of their MAA although this is not guaranteed. Benefits accrue to sponsors of product candidates with PRIME designation, including but not limited to, early and proactive regulatory dialogue with the EMA, frequent discussions on clinical trial designs and other development program elements, and potentially accelerated MAA assessment once a dossier has been submitted.

In the EU, a “conditional” MA may be granted in cases where all the required safety and efficacy data are not yet available. The conditional MA is subject to conditions to be fulfilled for generating the missing data or ensuring

increased safety measures. It is valid for one year and must be renewed annually until all related conditions have been fulfilled. Once the specific obligations under the conditional MA are fulfilled (such as the completion of certain ongoing or new studies) and the complete data confirm that the medicinal product's benefits continue to outweigh its risks, the conditional MA can be converted into a traditional MA. However, if the specific obligations are not fulfilled within the timeframe set by the EMA, the MA will cease to be renewed.

An MA may also be granted "under exceptional circumstances" where the applicant can show that it is unable to provide comprehensive data on the efficacy and safety under normal conditions of use even after the product has been authorized and subject to specific procedures being introduced. These circumstances may arise in particular when the intended indications are very rare and, in the state of scientific knowledge at that time, it is not possible to provide comprehensive information or when generating data may be contrary to generally accepted ethical principles. Like a conditional MA, an MA granted in exceptional circumstances is reserved to medicinal products intended to be authorized for treatment of rare diseases or unmet medical needs for which the applicant does not hold a complete data set that is required for the grant of a standard MA. However, unlike the conditional MA, an applicant for authorization in exceptional circumstances is not subsequently required to provide the missing data on the medicinal product's efficacy and safety under normal conditions of use. Although the MA "under exceptional circumstances" is granted definitively, the risk-benefit balance of the medicinal product is reviewed annually and the MA is withdrawn in case the risk-benefit ratio is no longer favorable.

In addition to an MA, various other requirements apply to the manufacturing and placing on the EU market of medicinal products. Manufacture of medicinal products in the EU requires a manufacturing authorization, and import of medicinal products into the EU requires a manufacturing authorization allowing for import. The manufacturing authorization holder must comply with various requirements set out in the applicable EU laws, regulations and guidance. These requirements include compliance with EU GMP standards when manufacturing medicinal products and APIs, including the manufacture of APIs outside of the EU with the intention to import the APIs into the EU. Similarly, the distribution of medicinal products within the EU is subject to compliance with the applicable EU laws, regulations and guidelines, including the requirement to hold appropriate authorizations for distribution granted by the competent authorities of the EU member states. MA holders, manufacturing and import authorization (MIA) holders or distribution authorization holders may be subject to civil, criminal or administrative sanctions, including suspension of manufacturing authorization, in case of non-compliance with the EU or EU member states' requirements applicable to the manufacturing of medicinal products.

### *EU Data and Market Exclusivity*

The EU provides opportunities for data and market exclusivity related to MAs. Upon receiving an MA, innovative medicinal products are generally entitled to receive eight years of data exclusivity and ten years of market exclusivity. Data exclusivity, if granted, prevents regulatory authorities in the EU from referencing the innovator's data to assess a generic application or biosimilar application for eight years from the date of authorization of the innovative product, after which a generic or biosimilar MAA can be submitted, and the innovator's data may be referenced. The market exclusivity period prevents a successful generic or biosimilar applicant from commercializing its product in the EU until ten years have elapsed from the initial MA of the reference product in the EU. The overall ten-year period may, occasionally, be extended for a further year to a maximum of 11 years if, during the first eight years of those ten years, the MA holder obtains an authorization for one or more new therapeutic indications which, during the scientific evaluation prior to their authorization, are held to bring a significant clinical benefit in comparison with existing therapies. However, there is no guarantee that a product will be considered by the EU's regulatory authorities to be a new chemical entity, and products may not qualify for data exclusivity.

In the EU, there is a special regime for biosimilars products that are similar to a reference medicinal product but that do not meet the definition of a generic medicinal product. For such products, the results of appropriate preclinical or clinical trials regarding comparability must be provided in support of an application for MA.



## Table of Contents

### *EU Post-Approval Requirements*

Where an MA is granted in relation to a medicinal product in the EU, the holder of the MA is required to comply with a range of regulatory requirements applicable to the manufacturing, marketing, promotion and sale of medicinal products.

Similar to the United States, both MA holders and manufacturers of medicinal products are subject to comprehensive regulatory oversight by the EMA, the European Commission or the competent regulatory authorities of the individual EU member states. The holder of an MA must establish and maintain a pharmacovigilance system and appoint an individual qualified person for pharmacovigilance who is responsible for oversight of that system. Key obligations include expedited reporting of suspected serious adverse reactions and submission of periodic safety update reports (“PSURs”).

All new MAAs must include a risk management plan describing the risk management system that the company will put in place and documenting measures to prevent or minimize the risks associated with the product. The regulatory authorities may also impose specific obligations as a condition of the MA. Such risk-minimization measures or post-authorization obligations may include additional safety monitoring, more frequent submission of PSURs, or the conduct of additional clinical trials or post-authorization safety studies.

In the EU, the advertising and promotion of medicinal products are subject to both EU and EU member states’ laws governing promotion of medicinal products, interactions with physicians and other healthcare professionals or organizations, misleading and comparative advertising and unfair commercial practices. Although these general requirements for advertising and promotion of medicinal products are established under EU directives, the details are governed by regulations in each member state and can differ from one country to another. For example, applicable laws require that promotional materials and advertising in relation to medicinal products comply with the product’s Summary of Product Characteristics (“SmPC”), as approved by the competent authorities in connection with an MA. The SmPC is the document that provides information to physicians concerning the safe and effective use of the product. Promotional activity that does not comply with the SmPC is considered off-label and is prohibited in the EU. Direct-to-consumer advertising of prescription medicinal products is also prohibited in the EU. There is also a prohibition on the offer or supply of inappropriate inducements to prescribe, subject to exemptions in certain jurisdictions, such as benefits that inexpensive and relevant to the practice of medicine.

### *Japanese Drug Regulation*

Japan is a member of the ICH, and has pharmaceutical law and regulations that are similar in many respects those of the United States and the European Union. Those requirements are embodied in the Act on Securing Quality, Efficacy and Safety of Products Including Pharmaceuticals and Medical Devices (also known as the Pharmaceuticals and Medical Devices Act) and related cabinet orders, Ministerial ordinances, and guidelines.

Clinical trials of medicinal products in Japan must be conducted in accordance with Japanese regulations and the ICH Good Clinical Practice Guidelines (“GCP”). If the sponsor of the clinical trial is not an entity within Japan, it must appoint a domestic entity to act as its agent and carry out obligations on the overseas sponsor’s behalf. The sponsor must hold a clinical trial insurance policy, and in accordance with industry practice, should establish a compensation policy for the injuries from the trial.

Prior to the commencement of human drug clinical trial, the sponsor must complete a pre-clinical safety evaluation of the investigative product and submit a clinical trial notification, including the clinical trial protocol, to the Ministry of Health Labor and Welfare’s (“MHLW’s”) Pharmaceutical and Medical Device Agency (“PMDA”). This notification must be submitted after obtaining agreement of the investigational review board (“IRB”) in relevant clinical trial institution(s). If the authorities do not raise an issue or comment on the notification application within 30 days, the sponsor may proceed to conclude clinical trial agreement(s) with the

site(s) and commence the clinical trial. Any substantial changes to the trial protocol or other information submitted must be cleared by the IRB and notified to the authorities. Medicines used in clinical trials must be manufactured in accordance with Japan’s good manufacturing practices (“GMP”).

Non-clinical studies performed to demonstrate the safety of new chemical or biological substance must be conducted in compliance with the principles of Japanese Good Laboratory Practice rules (“GLP”), which reflect the Organization for Economic Co-operation and Development (“OECD”) requirements. Currently, Japan and EU have a mutual recognition agreement for GLP, and data generated compliant with EU requirements will be accepted by the Japanese authorities. There is no similar agreement with the United States, but this is not a significant issue because of the OECD arrangement.

To market an innovative medicinal product in Japan, domestic or overseas applicant must obtain government approval (or marketing authorization) through a new drug application. If the product is designed for treating certain difficult diseases or those for which the patient population is limited, the applicant may be able to obtain designation as an orphan drug product if it demonstrates unique therapeutic value. There are also expedited programs for (i) truly innovative products with a unique mechanism of action and (ii) products which will satisfy unmet medical needs.

The evaluation of new drug applications is based on PMDA’s assessment of the risk-benefit balance of the product on the basis of scientific criteria concerning its quality, safety and efficacy. Once PMDA completes its review, the matter is considered by the advisory committee of experts, and the government grants approval upon any positive recommendation from the committee. If foreign data are part of the applicant, a dose response clinical trial for Japanese subjects may be required to ensure that data can be extrapolated to Japan’s population.

Separate from the approval requirement, it is also mandatory that the marketing authorization holder or its partner in Japan possess a distribution license of an appropriate class to commercially distribute the product in Japan. Companies in Japan that actually manufacture drugs must possess a drug manufacturing license, and overseas manufacturers must obtain a manufacturing certification.

#### *People’s Republic of China (“PRC”) Drug Regulation*

China heavily regulates the development, approval, manufacturing, and distribution of drugs, including biologics. For purposes of the below description of drug regulation in China, Hong Kong, Macao and Taiwan, which are governed by separate laws, are excluded. The regulatory requirements applicable depend, in part, on whether the drug is made and finished in China, which is referred to as a domestically manufactured drug, or made abroad and imported into China in finished form, which is referred to as an imported drug, as well as the approval or “registration” category of the drug. For both imported and domestically manufactured drugs, China typically requires regulatory approval for a clinical trial application (“CTA”) to conduct clinical trials in China and submit China clinical trial data, prior to submitting an application for marketing approval. For imported drugs, the sponsor and marketing authorization holder must be an overseas company that holds (or will hold) a marketing authorization in another country.

China also prioritizes review and approval of drugs and improvements to drugs (e.g., new indications, routes of administration) that have not yet been approved in any other jurisdiction (i.e., new to the world). In addition, China has created a set of expedited programs for drugs in high priority disease areas and drugs that more effectively treat life-threatening illnesses or that are needed for national emergencies.

The framework law in the drug space in China is the PRC Drug Administration Law (“DAL”). The DAL is implemented by various regulations and rules. The primary drug authority that regulates the life cycle of drugs is the NMPA. The NMPA has its own set of regulations further implementing the DAL. The regulation governing CTAs, marketing approval, and post-approval amendment and renewal is known as the Drug Registration Regulation (“DRR”).

## [Table of Contents](#)

### *PRC Regulatory Authorities and Recent Government Reorganization*

As noted above, NMPA is the drug regulatory agency that implements the laws, regulations, rules, and guidelines governing almost all of the key stages of the life-cycle of pharmaceutical products, including nonclinical studies, clinical trials, marketing approvals, manufacturing, advertising and promotion, distribution, and pharmacovigilance (i.e., post-marketing safety reporting obligations). NMPA's Center for Drug Evaluation ("CDE") approves clinical trials and conducts the technical evaluation of each drug and biologic marketing application to assess safety and efficacy. Provincial-level medical products administrations help to enforce these rules, and issue entity licenses to domestic companies, such as drug manufacturing and distribution licenses.

The National Health Commission of the PRC ("NHC") is China's primary healthcare regulatory agency. It is responsible for regulating the health care system, including the licensure of medical institutions, which also serve as clinical trial sites, and credentialing of medical personnel.

### *PRC Breakthrough Therapy Designation by the NMPA*

Among other expedited programs, China administers a Breakthrough Therapy Designation. To qualify, a drug must be new to the world, intended to treat a life-threatening disease or one that can seriously impact quality of life, and for which there is no existing therapy in China or a demonstrated substantial improvement over available therapies. Drugs that are designated as breakthrough therapies will receive priority in meeting scheduling, enhanced guidance from CDE to expedite drug development, and may also qualify for other expedited programs, such as priority review and conditional approval.

### *PRC Non-Clinical Research*

The NMPA requires preclinical data to support registration applications for imported and domestic drugs. For domestic laboratories, NMPA oversees an accreditation program pursuant to China's Good Laboratories Practice. If the pre-clinical research is conducted outside of China, then the applicant must sign and submit a certification with its CTA and marketing application stating that such research was conducted in accordance with applicable good laboratory practice rules.

### *PRC Clinical Trials and Regulatory Approval*

Upon completion of preclinical studies, a sponsor will often need to conduct clinical trials in China to support registration. The materials required for a clinical trial application are substantial even at the CTA stage, including detailed manufacturing information. Drug registration trials in China may only be conducted after obtaining approval of a CTA submitted to CDE, approval of the ethics committee at each accredited hospital site, and human genetic resource approval ("HGR"), which is required for the collection of samples and associated data. CTAs may be approved in 60 business days if there is no comment from CDE, and the other applications can take approximately 3-4 months each. Information about clinical trials must be registered on an NMPA-administered platform and continually updated during the trial, and certain information, not including the protocol, is made publicly available on the platform.

### *PRC Trial Exemptions and Acceptance of Foreign Data*

The NMPA may reduce requirements for clinical trials and data, depending on the drug and the existing data. In some cases, NMPA has granted waivers for all or part of trials and has stated that it will accept data generated abroad (even if not part of a global study with a site in China), including early phase data, that meets its requirements. According to the Technical Guidance Principles on Accepting Foreign Drug Clinical Trial Data the data from foreign clinical trials must meet China's authenticity, completeness, accuracy, and traceability requirements, and be obtained consistent with the relevant requirements under the China's Drug Good Clinical Practice rule ("GCP"). Sponsors must be attentive to potentially meaningful ethnic differences in the subject populations.

## [Table of Contents](#)

### *PRC Clinical Trial Process and Good Clinical Practices*

Pre-market drug clinical trials may have three phases, which may each require a CTA. These clinical trials must be conducted in accordance with a protocol that NMPA, various ethics committees at different sites, and the Office of HGR Administration all clear as part of the aforementioned approvals, and in accordance with applicable drug rules, including China's Drug GCP, issued jointly by NMPA and NHC. Trials must also be conducted at sites that have received credentials from the NHC and NMPA.

China is a member of the International Council for Harmonisation of Technical Requirements for Pharmaceuticals for Human Use ("ICH"), so its GCP resemble the ICH GCP in a great many respects. However, there are some differences. For example, under China's GCP the sponsor must provide legal and economic guarantee to the investigator for clinical trial-related injuries, but harm or death caused by medical negligence is excluded. The drug rules contain procedures for amending the clinical trial approval, including obtaining approval for safety-related protocol amendments. NMPA (specifically, its Center for Food and Drug Inspections) has the power to audit trials for GCP compliance during and after the clinical trial.

### *PRC Drug Marketing Application and Approval*

Upon completion of the development process, the applicant may submit a marketing authorization application to CDE. CDE will organize pharmaceutical, medical, and other technical personnel to conduct a review of the safety, efficacy, and quality controllability of the drug based on the application materials submitted, and the results of a verification and inspection (if required). If NMPA decides to approve the drug based on CDE's opinion, it will issue a drug registration certificate (i.e., a marketing authorization). A marketing authorization must be renewed every five years.

As the marketing authorization holder ("MAH"), a drug company is responsible for the life cycle of the product, including development, production and distribution, post-market studies, routine annual reporting, and the safety monitoring and reporting, among other obligations. The MAH may engage third parties to fulfill some of these obligations, such as appropriately-qualified manufacturers and distributors. If the MAH is overseas, as is required for imported drugs, the MAH must appoint an agent, which must be an entity in China that assists with meeting regulatory obligations. Marketing authorizations can be transferred to entities with the required capacity.

Both investigational and marketed drugs must be made in accordance with China GMPs. Domestic manufacturers must have a drug manufacturing license, and overseas manufacturers must certify that they will make drugs in accordance with GMP and meet their home country's requirements. Drugs must be distributed in China by licensed drug distributors.

### **Employees and Human Capital Resources**

As of December 1, 2022, we had 17 full-time employees, consisting of clinical, research and development, business development, regulatory, finance and operational personnel, who are employed through our wholly owned subsidiary in the United States, NewAmsterdam Pharma Corporation. None of our employees are subject to a collective bargaining agreement. We consider our relationship with our employees to be good. We have also engaged consultants to assist with our clinical development and regulatory obligations. Our Dutch wholly owned subsidiary, NewAmsterdam Pharma B.V., engages a total of nine independent contractors. These independent contractors provide a diverse array of services, which includes assisting with our clinical development and regulatory obligations.

NewAmsterdam Pharma does not directly employ anyone or engage any independent contractors (*zelfstandigen zonder personeel*). No Works Council or other employee representative body (*personeelsvertegenwoordiging*) is established within NewAmsterdam Pharma Holding B.V. or NewAmsterdam Pharma B.V.

## [Table of Contents](#)

We recognize that our continued ability to attract, retain and motivate exceptional employees is vital to ensuring our long-term competitive advantage. Our employees are critical to our long-term success and are essential to helping us meet our goals. Among other things, we support and incentivize our employees in the following ways:

- Talent development, compensation and retention: We strive to provide our employees with a rewarding work environment, including the opportunity for growth, success and professional development. We provide a competitive compensation and benefits package, including bonus and equity incentive plans, a 401(k) plan—all designed to attract and retain a skilled and diverse workforce.
- Health and safety: We support the health and safety of our employees by providing comprehensive insurance benefits, company-paid holidays, a personal time-off program and other additional benefits which are intended to assist employees to manage their well-being.
- Inclusion and diversity: We are committed to efforts to increase diversity and foster an inclusive work environment that supports our workforce.

### **Facilities**

Our current corporate headquarters are located in Naarden, the Netherlands, where we lease a small office space pursuant to a lease agreement entered into on July 3, 2020 and which will continue until terminated by either us or the landlord upon one-month prior written notice. In May 2021, we entered into a lease to rent approximately 1,375 square feet of office space in Miami, Florida. The Miami lease will expire on October 31, 2024.

We believe that these existing facilities will be adequate for our near-term needs. If required, we believe that suitable additional or alternative space would be available in the future on commercially reasonable terms.

### **COVID-19 Impact on Facilities**

We have implemented policies that enable our employees to work remotely, and such policies may continue for an indefinite period. We continue to evaluate our protocols and practices as the global response to the COVID-19 pandemic continues to evolve and continue to adhere to local, state and federal guidelines. While we are partially operating virtually in light of the COVID-19 pandemic, we believe our operational needs are being met for the time being. To date, we have not experienced any material impact on our ability to operate our business. We plan to periodically reassess the impact of COVID-19 on our facility needs.

### **Legal Proceedings**

From time to time, we may become involved in material legal proceedings or be subject to claims arising in the ordinary course of our business. We are currently not party to any legal proceedings material to our operations or of which any of our property is the subject, nor are we aware of any such proceedings that are contemplated by a government authority.

### **Corporate History**

We were incorporated as a Dutch private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) on June 10, 2022 and converted our corporate form into a Dutch public limited liability company (*naamloze vennootschap*) on November 21, 2022. In connection with such conversion, we changed our name to “NewAmsterdam Pharma Company N.V.” We are registered with the Commercial Register of the Netherlands Chamber of Commerce under the registration number 86649051 and our corporate seat (*statutaire zetel*) is in Naarden, the Netherlands. Our principal business address is business address is Gooimeer 2-35, 1411 DC Naarden, the Netherlands.

NewAmsterdam Pharma was incorporated pursuant to the laws of the Netherlands as a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) under the name NewAmsterdam

## [Table of Contents](#)

Pharma B.V. with a corporate seat (*statutaire zetel*) in Naarden, the Netherlands on October 17, 2019. NewAmsterdam Pharma changed its name to NewAmsterdam Pharma Holding B.V. in October 2021. Our principal executive office is at Gooimeer 2-35, 1411 DC, Naarden, the Netherlands. NewAmsterdam Pharma's principal subsidiary, Dezima Pharma B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), was incorporated on August 31, 2012, pursuant to the laws of the Netherlands with its corporate seat (*statutaire zetel*) in Breda, the Netherlands. Dezima Pharma B.V. changed its name to NewAmsterdam Pharma B.V. in October 2021.

On April 9, 2020, NewAmsterdam Pharma entered into a share sale and purchase agreement with Amgen to purchase all of the outstanding share capital of Dezima, such that Dezima became our wholly owned subsidiary. As consideration for the sale of the outstanding shares of capital stock in Dezima, NewAmsterdam Pharma paid Amgen one Euro and granted Amgen the right to receive ordinary shares in the event NewAmsterdam Pharma closed an initial public offering or the right to receive a portion of the proceeds NewAmsterdam Pharma would receive upon consummation of certain corporate transactions. NewAmsterdam Pharma separately entered into a profit right and waiver agreement with MTPC pursuant to which MTPC waived certain historical intellectual property rights and related payment rights in exchange for the right to receive ordinary shares in the event NewAmsterdam Pharma closed an initial public offering or the right to receive a portion of the proceeds NewAmsterdam Pharma would receive upon consummation of certain corporate transactions. See the section entitled "*Management's Discussion and Analysis of Financial Condition and Results of Operations—Contractual Obligations and Commitments—2020 SPA and Profit Right Agreement*" for additional detail.

Since our incorporation in October 2019, NewAmsterdam Pharma has made \$37,706 in principal capital expenditures, relating primarily to the purchase of computers and office equipment. These expenditures related primarily to clinical costs and manufacturing.

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

*The following discussion is based on the financial information of NewAmsterdam Pharma prepared in accordance with IFRS, which may differ in material respects from generally accepted accounting principles in other jurisdictions, including U.S. GAAP but which the Company's management believes is relevant to an assessment and understanding of the Company's financial condition and results of operations.*

*On November 22, 2022, the Company closed the Business Combination and the related transactions described elsewhere in this prospectus. The discussion should be read together with (i) the financial statements of NewAmsterdam Pharma as at December 31, 2021 and 2020, and for each of the years in the period ended December 31, 2021, and the related notes thereto (ii) the financial statements of NewAmsterdam Pharma as at June 30, 2022 and for the six months ended June 30, 2022 and 2021, and the related notes thereto, (iii) the financial statements of FLAC as of December 31, 2021 and for the year ended December 31, 2021 and the period from October 7, 2020 to December 31, 2020, and the related notes thereto, (iv) the financial statements of FLAC as of and for the nine months ended September 30, 2022 and 2021, and (v) the financial statements of Holdco (prior to the Business Combination) as at June 30, 2022, all included elsewhere in the registration statement of which this prospectus forms a part. The discussion and review should also be read together with the Company's unaudited pro forma financial information as at June 30, 2022 and the six-month period ended June 30, 2022 and for the year ended December 31, 2021. See "Unaudited Pro Forma Condensed Combined Financial Information." Unless the context otherwise requires, when we use the terms "we," "us," and "our" in the following discussion and analysis we are referring to NewAmsterdam Pharma prior to the completion of the Business Combination.*

*The Company's actual results may differ materially from those anticipated in these forward-looking statements as a result of various factors, including those discussed in the sections titled "Risk Factors" and "Special Note Regarding Forward-Looking Statements" included elsewhere in the registration statement of which this prospectus forms a part. Certain amounts may not foot due to rounding.*

### Overview

We are a clinical-stage biopharmaceutical company developing oral, non-statin medicines for patients at high risk of CVD with residual elevation of LDL-C, for whom existing therapies are not sufficiently effective or well-tolerated. There exists a significant unmet need for a potent, cost-effective and convenient LDL-lowering therapy as an adjunct to statins, a class of lipid-lowering medications that are the current standard of care for high-risk CVD patients with high cholesterol. Our lead product candidate, obicetrapib, is a next-generation, oral, low-dose CETP inhibitor, that is currently in four ongoing Phase 3 and Phase 2b clinical trials as both a monotherapy and a combination therapy with ezetimibe for lowering LDL-C and preventing MACE.

CVD is a leading cause of death worldwide and the top cause of death in the United States. ASCVD is primarily caused by atherosclerosis, which involves the build-up of fatty material within the inner walls of the arteries. Atherosclerosis is the primary cause of heart attacks, strokes and peripheral vascular disease. One of the most important risk factors for ASCVD is hypercholesterolemia, which refers to elevated LDL-C levels within the body, commonly known as high cholesterol.

A significant proportion of patients with high cholesterol do not achieve acceptable LDL-C levels using statins alone. We estimate that there are more than 30 million patients in the EU5 and in the United States who are not achieving LDL-lowering goals on the current standard of care. Existing non-statin treatment options have been largely unable to address the needs of patients with high cholesterol due to modest efficacy, prohibitive pricing, or an inconvenient and painful injectable administration route. It is estimated that over 75% of ASCVD outpatients prefer oral drugs to injectable therapies.

## [Table of Contents](#)

Our product candidate, obicetrapib, is a next-generation, oral, low-dose CETP inhibitor that we are developing to potentially overcome the limitations of current LDL-lowering treatments. We believe that obicetrapib has the potential to be a once-daily oral CETP inhibitor for lowering LDL-C, if approved. In our Phase 2b ROSE trial, obicetrapib demonstrated a 51% median lowering of LDL-C from baseline at a 10 mg dose level on top of high-intensity statins. In all three of our Phase 2 trials, TULIP, ROSE and OCEAN, evaluating obicetrapib as a monotherapy or a combination therapy, we observed statistically significant LDL-lowering activity combined with generally moderate side effects and no drug-related, treatment-emergent serious AEs. Obicetrapib has demonstrated strong tolerability in more than 600 patients with dyslipidemia in our clinical trials to date. Obicetrapib is also expected to be relatively low in cost to manufacture compared to most other branded LDL-lowering therapies on the market with high efficacy. We believe that the estimated low cost of goods for obicetrapib will enable favorable pricing and position it to significantly improve patient access to a high efficacy LDL-lowering therapy compared to existing non-statin treatments. Furthermore, we believe that obicetrapib's oral delivery, demonstrated activity in low doses, chemical properties and tolerability make it well-suited for combination approaches. We are developing a fixed dose combination of obicetrapib 10 mg and ezetimibe 10 mg, which we believe will demonstrate even greater potency.

Lowering of LDL-C, and particularly ApoB-containing lipoproteins, has been associated with MACE benefit in trials of LDL-lowering drugs, including the REVEAL study with the CETP inhibitor, anacetrapib. We are performing a CVOT to reconfirm this relationship.

Our goal is to develop and commercialize a LDL-lowering monotherapy and combination therapy, which offers the cost and convenience advantages of a once-daily oral pill, and fulfills the significant unmet need for an effective and convenient LDL-lowering therapy. If we obtain marketing approval, we intend to commercialize obicetrapib for patients suffering from CVD independently and with strategic partners in certain jurisdictions. We have partnered with Menarini, to provide them with the exclusive rights to commercialize obicetrapib either as a sole active ingredient product or in a fixed dose combination with ezetimibe in the majority of European countries, if approved. Subject to receipt of marketing approval, our current plan is to pursue development and commercialization of obicetrapib in the United States ourselves, and to consider additional partners for jurisdictions outside of the United States and the EU, including in Japan, China and the United Kingdom.

### **Business Impact of the COVID-19 Pandemic and the Conflict in Ukraine**

As a result of the spread of the COVID-19 pandemic and the Russian invasion of Ukraine, economic uncertainties have arisen which may negatively affect our financial position, results of operations and cash flows. These uncertainties include, among other things, downturns in the financial markets or in economic conditions, increases in oil prices, inflation, increases in interest rates, supply chain disruptions, and declines in consumer confidence and spending. We have assessed that the COVID-19 pandemic and the conflict in Ukraine did not have a material or direct impact on our operations or financial position. Nevertheless, in light of the ongoing COVID-19 pandemic, we have implemented measures to protect employees and take social responsibility while at the same time attempting to limit any negative effects on our business. The duration of uncertainties and the ultimate financial effects resulting from the ongoing COVID-19 pandemic and the conflict in Ukraine cannot be reasonably estimated at this time. We will continue to monitor these situations very closely and implement further measures if we believe they are required.

### **Components of our Results of Operations**

#### ***Revenue***

To date, our revenue has solely been derived from our license agreement with Menarini. Pursuant to the Menarini License, we received a non-refundable, non-creditable upfront amount of €115.0 million from Menarini on July 7, 2022, €93.5 million of which was recognized as revenue upon the execution of the Menarini License on June 23, 2022.



## [Table of Contents](#)

Additionally, in partial contribution our costs of development of the licensed products, Menarini may pay us €27.5 million, payable in two equal annual installments. Due to the scientific uncertainties around the commercialization of the licensed products based on the success of clinical trials, out of our control, the fixed €27.5 million is considered constrained at contract execution and is not initially recognized within the transaction price until it becomes highly probable of no significant revenue reversal. At the end of each reporting period, we will assess the probability of significant reversals for any amounts that become likely to be realized prior to recognizing the fixed consideration associated with these payments within the transaction price.

Under the Menarini License, we are also entitled to receive fixed reimbursement payments for our continued development costs, certain cost sharing payments, sales-based royalties, as well as payments based upon the achievement of defined development, regulatory and commercial milestones. These milestones are contingent payments and represent variable considerations that are not initially recognized within the transaction price. Our ability to receive and generate revenue from these payments is dependent upon a number of factors, including our ability to successfully complete the development of and obtain regulatory approval for obicetrapib within the Menarini Territory. We do not expect to achieve any milestones this year. The uncertainty of achieving these milestones significantly impacts our ability to generate revenue. At the end of each reporting period, we will assess the probability of significant reversals for any amounts that become likely to be realized prior to recognizing the variable consideration associated with these payments within the transaction price.

We do not expect to generate any revenue from product sales for the foreseeable future. Any revenue generated from potential future collaborations may vary due to the many uncertainties in the development of obicetrapib and other factors.

### ***Research and Development Expenses***

Research and development expenses are recognized as an expense when incurred and are typically made up of costs from our clinical and preclinical activities, drug development and manufacturing costs, and costs for CROs and investigative sites. Costs for certain development activities, such as clinical trials, are recognized based on an evaluation of the progress to completion of specific tasks using data provided by vendors of their actual costs incurred. At each statement of financial position date, we estimate the level of services provided by vendors and the associated expenditure incurred for the services performed.

All such costs are for the purpose of advancing our product candidate to successfully complete clinical development, attain regulatory approval and, if approved, commercialize our product candidate. We have commenced a Phase 3 CVOT trial and two other Phase 3 trials in 2022. Much of the current focus in the Phase 3 trials is on project startup activities, the search for qualified investigator sites and patient enrollment and screening. Research and development expenses consist of the following:

- clinical expenses primarily incurred by CROs assisting with our sponsored clinical trials and including clinical investigator costs, patient enrollments and costs of clinical sites;
- manufacturing expenses arising from active pharmaceutical ingredient (“API”) and drug product development as performed by our CMOs, which are used in our clinical trials and research and development activities;
- costs associated with obtaining potential regulatory approval of our product candidate, including preparation and submission of filings, ongoing monitoring and compliance with comments and recommendations provided by regulatory authorities, and regulatory-related advisory fees;
- contracted personnel and employment costs attributed to research and development efforts, which includes management fees, salaries, share-based compensation expenses, bonus plans and payments to contractors who work for us for a fixed number of hours per week or per month;
- preclinical and nonclinical research and development expenses of the product candidate, primarily for costs incurred by CROs assisting with an ongoing two-year rat and hamster carcinogenicity study; and
- other clinical costs such as clinical trial insurance and other consultancy fees.

## [Table of Contents](#)

We expect our research and development expenses to increase substantially in the future as we advance obicetrapib through clinical trials and pursue regulatory approval. The process of conducting the necessary clinical trials to obtain regulatory approval is costly and time-consuming. Clinical trials generally become larger and more costly to conduct as they advance into later stages and, in the future, we will be required to make estimates for expense accruals related to clinical trial expenses. At this time, we cannot reasonably estimate or know the nature, timing and estimated costs of the efforts that will be necessary to complete the development of obicetrapib. See the section entitled “*Risk Factors—Risks Related to Our Product Development, Regulatory Approval and Commercialization*” for more information regarding the risks associated with clinical development.

### ***General and Administrative Expenses***

We recognize general and administrative expenses on the accrual basis when incurred. These expenses mainly relate to consultant fees, employee costs, legal costs, marketing and communication, intellectual property costs due to increased efforts to drug patent development and protection globally, and general overhead costs.

### ***Finance Income***

Finance income is recognized using the effective interest rate method and is related to the €709 thousand loan provided to our chief executive officer, Michael Davidson, M.D., pursuant to the loan agreement, dated June 28, 2021 (the “Davidson Loan Agreement”). The principal amount of the Davidson Loan Agreement was used to pay for depository receipts issued by Stichting Administratiekantoor NewAmsterdam Pharma, a Dutch foundation which holds shares on behalf of certain of our shareholders, to Dr. Davidson.

On July 19, 2022, Dr. Davidson repaid the entire principal amount outstanding under the Davidson Loan Agreement, plus outstanding unpaid interest.

### ***Finance Expense***

Finance expense is recognized using the effective interest rate method and relates to our negative interest charged on cash balances, interest on the Convertible Loan (up to December 31, 2020) and the interest on lease liabilities (from January 1, 2021 onwards).

### ***Net Foreign Exchange Gain***

Our exchange gain relates mainly to cash and cash equivalent balances denominated in foreign currencies, but also to transactions denominated in foreign currencies, mainly in U.S. Dollars, British Pounds, Canadian Dollars and Japanese Yen, which generate exchange gains and losses. As at June 30, 2022, our net exposure to foreign currency risk was €5,333 thousand, compared to €15,914 thousand as at December 31, 2021, mainly related to the U.S. Dollar.

### ***Income Tax***

We have a history of losses and therefore have not paid corporate tax. We expect to continue incurring losses as we continue to invest in our clinical and preclinical development programs. Consequently, we do not have any deferred tax assets on our statement of financial position.

## Results of Operations

### Comparison of results of operations for the six months ended June 30, 2022 and 2021

The following table summarizes our consolidated statements of profit or loss for each period presented:

	For the six months ended June 30,		Change
	2022	2021	
	(€ in thousands)		
Revenue	93,500	—	93,500
Research and development expenses	(30,588)	(8,553)	(22,035)
General and administrative expenses	(9,294)	(1,401)	(7,893)
<b>Total operating expenses</b>	<b>(39,882)</b>	<b>(9,954)</b>	<b>(29,928)</b>
Finance income	10	—	10
Finance expense	(185)	(137)	(48)
Net foreign exchange gain	1,070	609	461
<b>Profit (loss) before tax</b>	<b>54,513</b>	<b>(9,482)</b>	<b>63,995</b>
Income tax expense	—	—	—
<b>Profit (loss) for the period</b>	<b>54,513</b>	<b>(9,482)</b>	<b>63,995</b>

### Revenue

Revenue increased by €93.5 million, from nil for the six months ended June 30, 2021 to €93.5 million for the six months ended June 30, 2022. This was driven by the revenue resulting from the partial allocation of the €115.0 million upfront payment received pursuant to the license performance obligation granted upon execution of the Menarini License on June 23, 2022.

### Research and Development Expenses

Research and development expenses increased by €22.0 million, or 257.6%, from €8.6 million for the six months ended June 30, 2021 to €30.6 million for the six months ended June 30, 2022. This was largely driven by an increase of €16.8 million in Phase 3 clinical research and development costs, which related to a ramp-up in activities for our two Phase 3 lipid clinical trials (BROADWAY and BROOKLYN) and our CVOT (PREVAIL) trial. In addition, the increase in research and development expenses was also the result of an increase of €2.7 million in chemistry, manufacturing and controls costs due to API campaign costs for the startup of our Phase 3 clinical trials.

We begin separately tracking program expenses at candidate nomination, or when acquired, and accumulate all costs incurred to support each program to date.

	For the six months ended June 30,		Change
	2022	2021	
	(€ in thousands)		
Phase 1 and 2	(3,850)	(3,316)	(534)
Phase 3	(16,872)	(51)	(16,821)
Other	(304)	(24)	(280)
<b>Clinical research and development costs</b>	<b>(21,026)</b>	<b>(3,391)</b>	<b>(17,645)</b>
Non-clinical research and development costs	(1,264)	(105)	(1,159)
Contracted personnel costs	(1,869)	(1,102)	(767)
Chemistry, manufacturing and controls (“CMC”)	(6,001)	(3,263)	(2,738)
Regulatory	(381)	(682)	301
Other research and development costs	(47)	(10)	(37)
<b>Total research and development expenses</b>	<b>(30,588)</b>	<b>(8,553)</b>	<b>(22,035)</b>

## [Table of Contents](#)

### **General and Administrative Expenses**

General and administrative expenses increased by €7.9 million, or 563.4%, from €1.4 million for the six months ended June 30, 2021 to €9.3 million for the six months ended June 30, 2022. This was mainly driven by an increase of €4.8 million in personnel-related costs, the result of increased hiring of individuals across all departments of the company, and an increase of €2.3 million in intellectual property and other legal costs, driven by increased legal costs due to increased efforts related to drug patent development and global patent protection efforts, legal services rendered with respect to internal restructuring, due diligence, and business development.

	For the six months ended		Change
	2022	June 30, 2021	
	(€ in thousands)		
Personnel-related costs	(5,450)	(642)	(4,808)
Intellectual property and other legal costs	(2,949)	(601)	(2,348)
Marketing and communication	(619)	(34)	(585)
Facility-related and other costs	(276)	(124)	(152)
<b>Total general and administrative expenses</b>	<b>(9,294)</b>	<b>(1,401)</b>	<b>(7,893)</b>

### **Finance Income**

Finance income was €0.01 million for the six months ended June 30, 2022. This increase was driven by the accrued finance expense on the loan facility provided to our chief executive officer, Dr. Davidson, in June 2021, which has been fully repaid as described above. We recorded no finance income for the six months ended June 30, 2021.

### **Finance Expense**

Finance expense increased by €0.048 million, from €0.1 million for the six months ended June 30, 2021 to €0.2 million for the six months ended June 30, 2022. This increase was largely driven by an increase in negative interest charged on cash balances.

### **Net Foreign Exchange Gain**

Net foreign exchange gain increased by €0.5 million, from €0.6 million for the six months ended June 30, 2021 to €1.1 million for the six months ended June 30, 2022. This was largely driven by the effect of the appreciation of the U.S. Dollar on cash balances held in U.S. Dollars at the end of the year. The “*Foreign Currency Risk*” section below includes more information regarding our exposure to foreign currencies.

### **Income Tax Expense**

We generated profit for the six months ended June 30, 2022, however we expect our costs to fund research and development activities for the full fiscal year to exceed our revenue arising from the execution of the Menarini License. As such, we do not expect to generate taxable income for the fiscal year ending December 31, 2022. We recorded no income tax expense for the six months ended June 30, 2022 and 2021.

### **Profit (loss) for the Period**

Profit for the period increased by €64.0 million, from a loss of €9.5 million for the six months ended June 30, 2021 to a profit of €54.5 million for the six months ended June 30, 2022, mainly driven by the execution of the Menarini License.

## [Table of Contents](#)

### *Comparison of results of operations for the year ended December 31, 2021 and 2020*

The following table summarizes our consolidated statements of profit or loss for each period presented:

	For the year ended December 31,		Change
	2021	2020	
	(€ in thousands)		
Research and development expenses	(25,032)	(4,045)	(20,987)
General and administrative expenses	(4,803)	(1,384)	(3,419)
<b>Total operating expenses</b>	<b>(29,835)</b>	<b>(5,429)</b>	<b>(24,406)</b>
Finance income	9	—	9
Finance expense	(216)	(344)	128
Net foreign exchange gain	1,443	24	1,419
<b>Loss before tax</b>	<b>(28,599)</b>	<b>(5,749)</b>	<b>(22,850)</b>
Income tax expense	—	—	—
<b>Total Comprehensive loss for the period, net of tax</b>	<b>(28,599)</b>	<b>(5,749)</b>	<b>(22,850)</b>

#### *Research and Development Expenses*

Research and development expenses increased by €21.0 million, or 518.8%, from €4.0 million for the year ended December 31, 2020 to €25.0 million for the year ended December 31, 2021. This was largely driven by an increase of €9.4 million in clinical research and development costs, which related to clinical trials that were postponed from 2020 to 2021 as a result of various operational considerations, including ensuring FDA comments were properly addressed. In addition to startup activities for our two Phase 3 lipid clinical trials (BROADWAY and BROOKLYN) and our CVOT (PREVAIL), the increase in research and development expenses was also the result of an increase of €7.1 million in chemistry, manufacturing and controls costs due to API and drug product costs incurred for the Phase 2 clinical trials conducted during 2021 and starting API campaign costs for the startup of our Phase 3 clinical trials. The increase in research and development expenses was also the result of an increase of €2.4 million and €1.3 million for contracted personnel and regulatory costs, respectively, related to the above mentioned increase in clinical trials.

We begin separately tracking program expenses at candidate nomination, or when acquired, and accumulate all costs incurred to support each program to date.

	For the year ended December 31,		Change
	2021	2020	
	(€ in thousands)		
Phase 1 and 2	(6,560)	(1,387)	(5,173)
Phase 3	(4,257)	(27)	(4,230)
Other	(25)	(36)	11
<b>Clinical research and development costs</b>	<b>(10,842)</b>	<b>(1,450)</b>	<b>(9,392)</b>
Non-clinical research and development costs	(974)	(41)	(933)
Contracted personnel costs	(3,363)	(994)	(2,369)
Chemistry, manufacturing and controls (“CMC”)	(8,338)	(1,236)	(7,102)
Regulatory	(1,452)	(141)	(1,311)
Other R&D costs	(63)	(183)	120
<b>Total research and development expenses</b>	<b>(25,032)</b>	<b>(4,045)</b>	<b>(20,987)</b>

#### *General and Administrative Expenses*

General and administrative expenses increased by €3.4 million, or 247.0%, from €1.4 million for the year ended December 31, 2020 to €4.8 million for the year ended December 31, 2021. This was driven by an increase of

## [Table of Contents](#)

€1.6 million in personnel-related costs due to increased fees, hiring of individuals involved with administrative and quality control activities and share-based payments, an increase of €0.6 million in intellectual property and other legal costs due to increased efforts related to drug patent development and global patent protection efforts, legal services rendered with respect to internal restructuring, due diligence, and business development, an increase of €0.8 million in marketing and communication costs related to initial market pricing research and business development activities and an increase of €0.4 million in facility-related and other costs largely related to an increase in insurance costs due to an increase in coverage for directors and officers.

	For the year ended December 31,		Change
	2021	2020	
	(€ in thousands)		
Personnel-related costs	(2,024)	(416)	(1,608)
Intellectual property and other legal costs	(1,507)	(885)	(622)
Marketing and communication	(845)	(11)	(834)
Facility-related and other costs	(427)	(72)	(355)
<b>Total general and administrative expenses</b>	<b>(4,803)</b>	<b>(1,384)</b>	<b>(3,419)</b>

### **Finance Income**

Finance income was €0.009 million for the year ended December 31, 2021. This increase was driven by the accrued finance expense on the loan facility provided to our chief executive officer, Dr. Davidson, in June 2021, which has been fully repaid as described above. We recorded no finance income for the year ended December 31, 2020.

### **Finance Expense**

Finance expense decreased by €0.1 million, from €0.3 million for the year ended December 31, 2020 to €0.2 million for the year ended December 31, 2021. This decrease was largely driven by the conversion of €11.7 million of the Convertible Loan and unpaid interest into 1,111,155 Series A Preferred Shares on January 7, 2021, partially offset by an increase in negative interest charged on cash balances and an increase in interest on lease liabilities.

### **Net Foreign Exchange Gain**

Net foreign exchange gain increased by €1.4 million, from €0.02 million for the year ended December 31, 2020 to €1.4 million for the year ended December 31, 2021. This was largely driven by the effect of the appreciation of the U.S. Dollar on cash balances held in U.S. Dollars at the end of the year. The “*Foreign Currency Risk*” section below includes more information regarding our exposure to foreign currencies.

### **Income Tax Expense**

We recorded no income tax expense for both the year ended December 31, 2020 and December 31, 2021. We have a history of losses and therefore pay no corporate tax.

### **Loss for the Period**

Loss for the period increased by €22.9 million, from a loss of €5.7 million for the year ended December 31, 2020 to a loss of €28.6 million for the year ended December 31, 2021, mainly driven by the increase in research and development expenses.

### **Liquidity and Capital Resources**

We are a clinical-stage biopharmaceutical company and, since inception, we have incurred significant operating losses. Despite having made a profit in the six months ended June 30, 2022, we expect our costs to fund research

## [Table of Contents](#)

and development activities for the full fiscal year 2022 to exceed our revenue arising from the Menarini License. Since inception, we have not generated any product revenues or net positive cash flows from operating activities. We will not receive any product revenues or net positive cash flows from operating activities until we successfully develop a product candidate, obtain regulatory approval, and successfully commercialize it. There is no assurance that we will be able to do so.

We have historically funded our operations primarily through the private placements of our Series A Preferred Shares and the sale of convertible notes. As at June 30, 2022, we had cash and cash equivalents of €89.5 million. Cash and cash equivalents are invested in accordance with our investment policy, primarily with a view to capital preservation, liquidity, diversification, and yield, and consist primarily of cash in banks and short-term bank deposits with an original maturity of three months or less, net of outstanding bank overdrafts.

Based on our current operating plan, we believe that our existing cash and cash equivalents, including the upfront payment of €115 million received from the Menarini License in July 2022, together with the approximately \$238 million in gross proceeds received upon the consummation of the Business Combination and the PIPE Financing, will be sufficient to fund our anticipated level of operations through 2026, which includes the forecasted completion of our Phase 3 trials. See the section entitled “*Unaudited Pro Forma Condensed Combined Financial Information*” for more information. We have based our estimate on assumptions that may prove to be wrong, and we may use our available capital resources sooner than we currently expect. For example, we may require additional capital resources due to underestimation of the nature, timing and costs of the efforts that will be necessary to complete the development of our product candidate. We may also need to raise additional funds more quickly if we choose to expand our development activities, our portfolio or if we consider acquisitions or other strategic transactions, including licensing transactions. For more information regarding these risk and factors that could influence our future capital requirements and the timing thereof, please see the section of this prospectus entitled “*Risk Factors*.”

### ***Future Funding Requirements***

To date, we have devoted substantially all of our resources to organizing and staffing our company, business planning, raising capital, undertaking preclinical studies and conducting clinical trials of obicetrapib. As a result, we are not yet profitable and have incurred losses in each annual period since our inception. This will include the fiscal year ending December 31, 2022, as we expect our costs to fund research and development activities for the full fiscal year to exceed our revenue arising from the Menarini License. As at December 31, 2021, we had an accumulated loss of €34.7 million. We expect to continue incurring significant losses for the foreseeable future. We anticipate that our expenses will increase substantially as a result of:

- the progress and costs of our discovery, preclinical and non-clinical development;
- the progress and costs of our clinical trials, including costs related to clinical sites, clinical investigators and CROs that are assisting with our sponsored clinical trials, and other research and development activities;
- the costs and timing of obtaining regulatory approval, including the expenses of filing NDAs and MAAs, and the related expenses involved in validating our manufacturing processes;
- the costs associated with any future investigator-sponsored preclinical studies and clinical trials;
- the costs of filing, prosecuting, defending and enforcing any patent applications, claims, patents and other intellectual property rights;
- the costs and timing of obtaining sufficient quantities of our product candidate for clinical trials by establishing production capacities through contracts with contract manufacturing organizations (“CMOs”);
- the terms and timing of any collaborative, licensing and other arrangements that we may establish;

## Table of Contents

- the potential costs of any delays caused by the COVID-19 pandemic and associated restrictions;
- the costs of preparing for launch and commercialization of our product candidate; and
- the costs of operating as a public company in the United States.

We may encounter unforeseen expenses, difficulties, complications, delays and other factors that may adversely affect our business. The magnitude of our future net losses will depend on the rate of future growth of our expenses combined with our ability to generate revenue. Our prior losses and expected future losses have had and will continue to have an adverse effect on our shareholders' equity and working capital unless and until eliminated by revenue generation and growth.

Until we can generate substantial product revenues, if ever, we expect to finance our cash needs through a combination of public or private equity offerings, debt financings, convertible loans, warrants, collaborations, or other means. We may consider raising additional capital to take advantage of favorable market conditions or for other strategic considerations even if we have sufficient funds for planned operations. If we raise additional capital through marketing and distribution arrangements or other collaborations, strategic alliances or licensing arrangements with third parties, we may have to relinquish certain valuable rights to our product candidates, future revenue streams or research programs or grant licenses on terms that may not be favorable to us. If we raise additional capital through public or privately placed equity offerings of securities, the terms of these securities or offerings may include liquidation or other preferences that adversely affect our other shareholders' rights. To the extent that we raise additional funds by issuing and selling equity or equity-linked securities, shareholders will experience dilution. If we raise additional capital through debt financing, we would likely be subject to fixed payment obligations and may be subject to covenants limiting or restricting our ability to take specific actions, such as incurring additional debt, licensing or selling assets, making capital expenditures or declaring dividends.

Capital may become difficult or impossible to obtain due to poor market or other conditions outside of our control, including possible disruptions caused by the COVID-19 pandemic and Russian hostilities towards Ukraine. If we are unable to raise sufficient additional funds on favorable terms as and when needed, we may be required to delay, reduce, or terminate some or all of our development programs and clinical trials. We may also be required to sell or license to others any of our potential future product candidates that we would prefer to develop and commercialize ourselves. See the section of this prospectus entitled "*Risk Factors*" for additional detail regarding these risks.

### ***Convertible Loan Agreement***

On July 2, 2020, we, as borrower, entered into the Convertible Loan Agreement, granting us up to €17 million across three tranches of €5.7 million each. We drew down on the first tranche on July 2, 2020 and the second tranche on October 12, 2020. We accrued finance expense of €0.3 million over 2020 in connection with the Convertible Loan under the Convertible Loan Agreement. In January 2021, the Convertible Loan Agreement was terminated and the full amount of outstanding principal amount and unpaid interest was converted into 1,111,155 Series A Preferred Shares in connection with the entry into a share subscription agreement with various investors for up to an aggregate purchase price of €160 million (the "Series A Subscription Agreement"). See "*Series A Financing*" below for more information.

### ***Series A Financing***

On December 30, 2020, we entered into the Series A Subscription Agreement to issue Series A Preferred Shares at a subscription price per share of €14 (the "Subscription Price") for certain investors and €10.50 (equal to 75% of the Subscription Price) (the "Discounted Subscription Price") for the parties to the Convertible Loan Agreement as a set off against the Convertible Loan, for up to an aggregate amount of €160 million, occurring in two tranches. In the first tranche, we issued and sold 4,928,573 Series A Preferred Shares for gross proceeds of



## [Table of Contents](#)

€69 million. The first tranche closed in January 2021 (the “First Closing”). In accordance with the terms of the Convertible Loan Agreement, €11.7 million of outstanding principal amount and unpaid interest was converted into 1,111,155 Series A Preferred Shares at the First Closing. We were entitled to cause the investors to subscribe for the second tranche Series A Preferred Shares upon the occurrence of certain clinical development and business development milestones. We issued the second tranche of Series A Preferred Shares in February 2022 resulting in gross proceeds to us of €80 million and the issuance of 5,691,430 additional Series A Preferred Shares (the “Milestone Closing”).

The Milestone Closing was contingent on the achievement of certain milestones, namely: at least 50% LDL lowering in the ongoing obicetrapib and ezetimibe Phase 2 combination trial; the hiring of a full-time chief business officer; and confirmation by the FDA that no CVOT would be required for regulatory approval in the United States. After achieving the first two of these milestones, we proceeded with the Milestone Closing as permitted by the terms of the Series A Subscription Agreement. Because the Milestone Closing occurred without having achieved all of the milestones, we were obligated to pursue certain strategic transactions, including a business combination with a special purpose acquisition company.

### ***Menarini License***

On June 23, 2022, we entered into the Menarini License, pursuant to which we granted Menarini an exclusive, royalty-bearing, sublicensable license under certain of our intellectual property and our regulatory documentation to undertake post approval development activities and commercialize multiple brands of obicetrapib, either as a sole active ingredient product or in a fixed dose combination with ezetimibe (the “Licensed Products”), for any use in the Menarini Territory.

We are solely responsible for conducting the development activities to obtain regulatory approval for obicetrapib. Menarini may conduct market access studies, medical affairs activities, non-registration studies and Phase IV clinical trials in the Menarini Territory. Menarini will be responsible for submitting and obtaining the required regulatory approvals to commercialize the Licensed Products in the Menarini Territory and will own the regulatory approvals, if received. Menarini will also be solely responsible for commercializing the Licensed Products, if approved, and will be required to use commercially reasonable efforts to commercialize the Licensed Products in the Menarini Territory.

Pursuant to the Menarini License, Menarini made a non-refundable, non-creditable upfront payment to us of €115 million. Menarini has also committed to providing us €27.5 million in funding for the research and development activities related to the Licensed Products over two years, together with bearing 50% of any development costs incurred in respect of the pediatric population in the Menarini Territory. We are also eligible to receive up to €863 million upon the achievement of various clinical, regulatory and commercial milestones. If obicetrapib is approved, and successfully commercialized by Menarini, we will be entitled to tiered royalties ranging from the low double-digits to the mid-twenties as a percentage of net sales in the Menarini Territory, with royalty step-downs in the event of generic entrance or in respect of required third-party IP payments.

The Menarini License will expire on the last to expire royalty term, which is determined on a licensed product-by-licensed product and country-by-country basis, and is the later of (i) the expiration of the last to expire licensed patent that includes a valid claim in the country, (ii) expiration of regulatory exclusivity granted by the prevailing governmental authority for the Licensed Product in the country or (iii) a specified number of years from the first commercial sale of the licensed product in the country.

In addition, Menarini is expected to purchase obicetrapib and ezetimibe product from us in accordance with a supply agreement to be entered into by Menarini and us (the “Supply Agreement”). We will supply all required quantities of obicetrapib and ezetimibe product for the Menarini Territory as set forth in the Supply Agreement.

Through June 30, 2022, we have received no milestone payments from Menarini under the Menarini Agreement.

## [Table of Contents](#)

### ***Business Combination***

In July 2022, NewAmsterdam Pharma entered into a Business Combination Agreement with FLAC, a special purpose acquisition company sponsored by Frazier Lifesciences Sponsor LLC that is incorporated as a Cayman Islands exempted company, Holdco and Merger Sub. In connection with the Business Combination, NewAmsterdam Pharma effected the Exchange on November 21, 2022. Immediately after giving effect to the Exchange, Holdco effected the Holdco Reorganization. Following the Holdco Reorganization, Merger Sub merged with and into FLAC, with FLAC surviving the Merger as the wholly owned subsidiary of Holdco, with Holdco becoming a publicly traded company listed on the Nasdaq in the United States. NewAmsterdam Pharma's shareholders had a controlling interest in Holdco following the closing of the Business Combination. The transaction closed on November 22, 2022.

Management has assessed the expected accounting treatment of the internal restructuring and transaction on our consolidated financial statements. The internal restructuring will be accounted for as a capital reorganization as we remain the substantive business, and we do not meet the definition of a business pursuant to IFRS 3, Business Combinations. Because our shareholders are expected to hold the controlling interest in the combined entity, and as FLAC does not constitute a business under IFRS 3 Business Combinations, the transaction with FLAC will also be accounted for as a capital reorganization and is in scope of IFRS 2 Share-based Payment. We will issue shares in exchange for the net assets of FLAC. Any difference between the fair value of the shares we issue and the fair value of FLAC's identifiable net assets will be treated as costs for the service of obtaining a listing and expensed in the period in which the transaction with FLAC closes.

### ***Cash Flows***

#### ***Comparison of cash flows for the six months ended June 30, 2022 and 2021***

The following table summarizes the primary sources and uses of cash for each period presented:

	For the six months ended		Change
	June 30,		
	2022	2021	
	(€ in thousands)		
Net cash flows used in operating activities	(44,642)	(8,771)	(35,871)
Net cash flows used in investing activities	(2)	(7)	5
Net cash flows provided by financing activities	79,647	69,000	10,647
Foreign exchange differences	1,383	609	774
Cash and cash equivalents at beginning of period	53,092	7,861	45,231
<b>Cash and cash equivalents at end of period</b>	<b>89,478</b>	<b>68,691</b>	<b>20,787</b>

#### ***Net Cash Flows from Operating Activities***

During the six months ended June 30, 2022, net cash used in operating activities was €44.6 million, largely driven by the cash outflows for research and development expenses and general and administrative expenses.

During the six months ended June 30, 2021, net cash used in operating activities was €8.8 million. This was mainly driven by loss for the period of €9.5 million, partially offset by cash inflows for changes in prepayments and other receivables of €0.7 million due to a reduction of prepaid balances related to Chemistry, Manufacturing and Controls (CMC) services, and for changes in trade and other payables of €0.6 million due to an increase in activity related to our Phase 2b clinical trials (OCEAN and ROSE).

#### ***Net Cash Flows from Investing Activities***

During the six months ended June 30, 2022, net cash used in investing activities was €2 thousand driven by the purchase of equipment.

## [Table of Contents](#)

During the six months ended June 30, 2021, net cash used in investing activities was €7 thousand driven by the purchase of equipment.

### *Net Cash Flows from Financing Activities*

During the six months ended June 30, 2022, net cash generated from financing activities was €79.6 million largely driven by proceeds from the issuance of shares and capital contributions of €79.7 million, resulting from the receipt of the second tranche financing of Series A Preferred Shares on February 18, 2022.

During the six months ended June 30, 2021, net cash generated from financing activities was €69.0 million driven by proceeds from the issuance of shares and capital contribution of €69.0 million, resulting from the receipt of the first tranche financing of Series A Preferred Shares on January 7, 2021.

### *Comparison of cash flows for the years ended December 31, 2021 and 2020*

The following table summarizes the primary sources and uses of cash for each period presented:

	For the year ended December 31,		Change
	2021	2020	
	(€ in thousands)		
Net cash flows used in operating activities	(25,164)	(5,970)	(19,194)
Net cash flows used in investing activities	(20)	(13)	(7)
Net cash flows provided by financing activities	68,990	11,320	57,670
Foreign exchange differences	1,425	24	1,401
Cash and cash equivalents at beginning of period	7,861	2,500	5,361
<b>Cash and cash equivalents at end of period, net of overdraft</b>	<b>53,092</b>	<b>7,861</b>	<b>45,231</b>

### *Net Cash Flows from Operating Activities*

During the year ended December 31, 2021, net cash used in operating activities was €25.2 million, largely driven by the loss before tax of €28.6 million and changes in prepayments and other receivables of €4.4 million, largely driven by an increase in a value added tax receivable. This was partially offset by changes in trade and other payables of €8.2 million driven by the increase in clinical trials and chemistry, manufacturing and controls activities which drove an increase in payables to CROs and CMOs, and by an increase in a value added tax payable of €2.8 million.

During the year ended December 31, 2020, net cash used in operating activities was €6.0 million driven by the loss before tax of €5.7 million and changes in prepayments and other receivables of €1.4 million largely due to prepayments for chemistry, manufacturing and controls and Phase 1 and 2 clinical trials, partially offset by changes in trade and other payables of €829 thousand driven by general expansion of all clinical trial startup activities and accrued management fees.

### *Net Cash Flows from Investing Activities*

During the year ended December 31, 2021, net cash used in investing activities was €20 thousand driven by the purchase of equipment.

During the year ended December 31, 2020, net cash used in investing activities was €13 thousand driven by the purchase of equipment.

## [Table of Contents](#)

### *Net Cash Flows from Financing Activities*

During the year ended December 31, 2021, net cash generated from financing activities was €69.0 million driven by proceeds from the issuance of shares and capital contributions of €69.0 million.

During the year ended December 31, 2020, net cash generated from financing activities was €11.3 million driven by proceeds from the issuance of the Convertible Loan.

### **Contractual Obligations and Commitments**

#### *Third-Party Service Agreements*

We have entered into a variety of agreements and financial commitments in the normal course of business with CROs, CMOs, and other third parties for preclinical and clinical development and manufacturing services. The terms generally provide us with the option to cancel, reschedule and adjust our requirements based on our business needs, prior to the delivery of goods or performance of services. Payments due upon cancellation generally consist only of payments for services provided or expenses incurred, including non-cancelable obligations of our service providers, up to the date of cancellation. However, some of our service providers also charge cancellation fees upon cancellation. The amount and timing of such payments are not known, but at December 31, 2021 they are estimated to be a maximum of €8.0 million due within one year and €6.1 million due in more than a year.

#### *Leases*

We are party to two lease agreements, the Naarden Lease and the office lease agreement with Renaissance Aventura LLC, dated May 24, 2021 (the "Miami Lease"). Under the Naarden Lease, we are obligated to pay €40 thousand per year in rent. The Naarden Lease will continue until terminated by either us or the landlord. Pursuant to the Miami Lease, we are required to pay annual rent ranging from \$69 thousand to \$75 thousand, increase from the low end of the range to the higher end of the range for each year of the lease. The Miami Lease will expire by its terms on October 31, 2024, unless terminated earlier by either party pursuant to the terms of the Miami Lease.

#### *2020 SPA and Profit Right Agreement*

On April 9, 2020, we entered into a share sale and purchase agreement with Amgen (the "2020 SPA"), to purchase all of the outstanding share capital of Dezima, a company whose principal activity was to develop compounds that treat cardiovascular disease related to dyslipidemia. The principal reason for this acquisition was to secure rights to intellectual property and know-how related to the patented drug obicetrapib and the in-process research and development ("IPR&D"). We paid cash consideration of €1 for the share capital of Dezima and agreed to make additional contingent payments to Amgen upon the potential occurrence of certain future events (if they occur) as further described below. In connection with the 2020 SPA, we entered into a profit right and waiver agreement with MTPC (the "Profit Right Agreement") in consideration for the waiver of certain historical intellectual property rights and related payment rights held by MTPC.

The two events that would trigger the payment of additional consideration to Amgen and MTPC are a traditional underwritten initial public offering ("IPO") or an exit event, as defined in the 2020 SPA and the Profit Right Agreement. An exit event includes a change of control transaction or the transfer of more than 50 percent of our then-outstanding shares. Under the 2020 SPA and the Profit Right Agreement, the aggregate contingent consideration to be paid to Amgen and MTPC resulting from the profit right and IPO share right is calculated as 17.63% of the proceeds, or an aggregate number of shares valued at the IPO price equal to 17.63% of the pre-public offering valuation if an IPO takes place, as applicable. Upon receiving notice of NewAmsterdam Pharma's intention to pursue an IPO, Amgen would have the right to repurchase all of the outstanding shares of Dezima at a certain specified price.

## Table of Contents

In addition, Amgen and MTPC were granted rights to match the terms offered by third parties in connection with certain major corporate transactions involving NewAmsterdam Pharma. The Business Combination qualifies as an exit event pursuant to both the 2020 SPA and the Profit Right Agreement. As a result, in connection with the Business Combination and pursuant to side letters entered into by the parties, Amgen and MTPC each received their respective profit right payments in the form of Ordinary Shares, as follows (for the avoidance of doubt, references below to shares on a “fully diluted basis” assume the exercise of all NewAmsterdam Pharma options outstanding immediately prior to the Exchange and are made after giving effect to the issuance of Ordinary Shares to MTPC and Amgen described below):

- (a) shortly after the Exchange, and prior to the consummation of the Business Combination, a number of Ordinary Shares, in the aggregate, equal to (i) 17.63% of the number of shares of NewAmsterdam Pharma outstanding immediately prior to the consummation of the Exchange on a fully diluted basis, multiplied by (ii) the exchange rate applicable to all of holders of NewAmsterdam Pharma shares in the Exchange and then (iii) rounded to the nearest whole number where an entitlement to five-tenths (0.5) of an Ordinary Share shall be rounded up; and
- (b) if and when the relevant development milestone is achieved, as soon as practicable thereafter, a number of Ordinary Shares, in the aggregate, equal to (i) 17.63% of the number of Earnout Shares on a fully diluted basis and then (ii) rounded to the nearest whole number where an entitlement to five-tenths (0.5) of an Ordinary Share shall be rounded up.

The payments to Amgen and MTPC described in clauses (a) and (b) above are referred to collectively as the “2020 Profit Rights.” Upon receipt of the 2020 Profit Rights (but in the case of the Earnout Shares, only if the certain clinical development milestone is achieved during the Earnout Period), all rights of Amgen and MTPC under the 2020 SPA and the Profit Right Agreement, respectively, were extinguished.

Management deems that the events considered in estimating the contingent consideration are uncertain. While the occurrence of the events is within our control, the estimated value of the liability, probability assessments relative to market studies of similar transactions within the pharmaceutical industry, and the likelihood of the occurrence and the timing of the events driving the exercise of the profit right or IPO share right taking place are inherently uncertain. Given that the occurrence of such events is within our control, rather than beyond our control or under the control of the contractual parties, we did not initially recognize a liability.

### *Menarini License*

We will be responsible for the development and commercialization costs related to Licensed Products other than those in the Menarini Territory. In addition, under specified conditions of the agreement, we agreed to bear 50 percent of certain development costs incurred by the other party in the development of the Licensed Products in the Menarini Territory. Please see “—*Liquidity and Capital Resources*” for a description of the Menarini License.

### **Quantitative and Qualitative Disclosures about Market Risk**

Our principal financial liabilities consist of trade and other payables and loans and borrowings. The main purpose of these financial liabilities is to finance our day-to-day operations. We also have prepayments and other receivables, cash and cash equivalents, and loan receivable that are derived from our operating activities and funding.

We are exposed to market risk, credit risk and liquidity risk. Our senior management oversees the management of these risks. Our board of directors reviews and approves policies for managing each of these risks, which are summarized below.

#### *Market Risk*

Market risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market prices. Market risk comprises interest rate risk and foreign currency risk.

## [Table of Contents](#)

### *Interest Rate Risk*

The only variable interest-bearing financial instruments are cash and cash equivalents. Changes in interest rates may cause variations in interest income and expense resulting from short-term interest-bearing assets. Management does not expect the short-term interest rates to decrease significantly in the immediate foreseeable future, which limits the interest exposure on our cash and cash equivalents and current financial assets.

The following table demonstrates the sensitivity to a reasonably possible change in interest rates on that portion of financial assets affected. With all other variables held constant, our profit before tax is affected through the impact on floating rate borrowings, as follows:

	<b>Increase / (decrease) in basis points</b>	<b>Effect on profit before tax (€ in thousands)</b>
<b>For the year ended December 31, 2021</b>		
Euro	100	380
Euro	(100)	(380)
U.S. Dollar	100	150
U.S. Dollar	(100)	(150)
<b>For the year ended December 31, 2020</b>		
Euro	45	32
Euro	(45)	(32)

### *Foreign Currency Risk*

Foreign currency risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in foreign exchange rates. Our exposure to the risk of changes in foreign exchange rates relates primarily to cash and cash equivalents, and trade and other payables denominated in currencies other than our functional currency. As at December 31, 2021, our net exposure to foreign currency risk was €15.9 million, compared to €691 thousand as at December 31, 2020.

We partly manage our foreign currency risk by selectively holding foreign currency in our cash and cash equivalents, to offset foreign currency exposures from lease liabilities and trade and other payables. We plan to use these cash and cash equivalents to settle future expenses we expect to incur in those foreign currencies.

We are mainly exposed to the currency of U.S. Dollar, British Pounds, Canadian Dollar and Japanese Yen.

The following table demonstrates the sensitivity to a possible change in exchange rates against the Euro with all other variables held constant. Additional sensitivity changes to the indicated currencies are expected to be approximately proportionate. The table shows the effect on our profit before tax (due to changes in the value of monetary assets and liabilities and equity). Our exposure to foreign currency changes for all other currencies is not material. There is no impact to other comprehensive income or equity.

	<b>Effect on profit / (loss) before tax (€ in thousands)</b>	
	<b>10% depreciation</b>	<b>10% appreciation</b>
<b>For the year ended December 31, 2021</b>		
British Pound Sterling	(9)	15
U.S. Dollar	(1,360)	1,843
<b>For the year ended December 31, 2020</b>		
British Pound Sterling	(50)	61
U.S. Dollar	(14)	14

### *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. We are exposed to credit risk primarily from our treasury activities, including deposits with banks and financial institutions and have limited credit risk exposure from our operating activities. We hold available cash in bank accounts with banks which have investment grade credit ratings. Management periodically reviews the creditworthiness of the banks with which it holds assets.

We provided a loan to the CEO which bears interest and is secured. On July 19, 2022, Dr. Davidson repaid the entire outstanding principal amount and unpaid interest under the Davidson Loan Agreement, representing a total of €709 thousand.

We perform research and development activities and do not yet have any sales. Therefore, we are able to reclaim Value Added Tax (“VAT”), which is recoverable from tax authorities. Management periodically reviews the recoverability of the balance of input value added tax and believes it is fully recoverable.

### *Liquidity risk*

We monitor our risk to a shortage of funds using forecasting planning tools. Our objective is to maintain a sufficient level of funding in order to continue our research and development activities, capital obligations, and loans and borrowings. We manage liquidity risk by maintaining adequate reserves, banking facilities and reserve borrowing facilities, by continuously monitoring forecast and actual cash flows, and by matching the maturity profiles of financial assets and liabilities.

### **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, to furnish a report by our management on, among other things, the effectiveness of our internal control over financial reporting, beginning with our annual report filed with the SEC for the fiscal year ending December 31, 2023. 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. We are in the very early stages of the costly and challenging process of planning the activities necessary to perform the evaluation needed to comply with Section 404.

In connection with the preparation of our financial statements at December 31, 2021 and for the years ended December 31, 2021 and 2020, 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. Specifically, the material weaknesses that we identified, individually or in the aggregate, included the following:

- our lack of consistent and documented risk assessment procedures and control activities related to our financial reporting, among which 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, 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 do not have controls in place to monitor control activities and identify control deficiencies. Each of these control deficiencies could result in a misstatement of our accounts or disclosures that would result in a material misstatement of our annual or interim financial statements that would not be prevented or detected, and accordingly, we determined that these control deficiencies constitute material weaknesses.

Prior to the completion of the Business Combination, we were 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. To address these material weaknesses, we will need to add personnel and continue to develop and implement new financial processes. We have begun to take steps to remediate the material weaknesses described above, including by engaging consultants to assist management in developing internal control procedures and anticipate hiring additional qualified accounting and financial reporting personnel, and further evolving our accounting processes and policies. We also intend to build an internal control framework. 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.

Our independent registered public accounting firm will not be required to formally attest to the effectiveness of our internal control over financial reporting pursuant to Section 404 until the later of the year following our first annual report required to be filed with the SEC, 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. We will remain an “emerging growth company” for up to five years from the date of the Business Combination, although if the market value of our ordinary shares that are held by non-affiliates exceeds \$700 million as of June 30 of any year before that time or our total annual gross revenue is at least \$1.235 billion, we would cease to be an “emerging growth company” as of December 31 of that year. At such time, our independent registered public accounting firm may issue a report that is adverse in the event it is not satisfied with the level at which our controls are documented, designed or operating. Our remediation efforts may not enable us to avoid material weaknesses in our internal control over financial reporting in the future.

If we are unsuccessful in building an appropriate internal control environment, we may not be able to prepare and disclose, in a timely manner, our financial statements and other required disclosures, or comply with existing or new reporting requirements. Any failure to report our financial results on an accurate and timely basis could result in sanctions, lawsuits, delisting of our shares from Nasdaq or other adverse consequences that could materially harm our business. If we cannot provide reliable financial reports or prevent fraud, our business and results of operations could be harmed, and investors could lose confidence in our reported financial information. Any of the foregoing occurrences, should they come to pass, could negatively impact the public perception of our company, which could have a negative impact on our share price.

There is also no assurance that we have identified all of our material weaknesses or that we will not in the future have additional material weaknesses. See “*Risk Factors—Risks Related to Ownership of Our Securities—If we fail to maintain an effective system of internal control over financial reporting, we may not be able to accurately report its financial results or prevent fraud. As a result, shareholders could lose confidence in our financial and other public reporting, which is likely to negatively affect our business and the market price of the Ordinary Shares and Public Warrants.*”



### **Critical Accounting Estimates**

The preparation of the consolidated financial statements has required management to apply accounting policies and methodologies based on complex and subjective judgments, as well as estimates based on past experience and assumptions determined to be reasonable and realistic based on the related circumstances. The use of these judgements, estimates and assumptions affects the amounts reported in these consolidated financial statements. The final amounts for items for which estimates, and assumptions were made in the consolidated financial statements may differ from those reported in these statements due to the uncertainties that characterize the assumptions and conditions on which the estimates are based.

#### *Research and Development Expense*

Research and development costs are recognized as an expense when incurred because the recognition criteria for capitalization are not met and are typically made up of costs from our clinical and preclinical activities, drug development and manufacturing costs, and include costs for CROs and investigative sites. Costs for certain development activities, such as clinical trials, are recognized based on an evaluation of the progress to completion of specific tasks using data provided by vendors of their actual costs incurred. At each balance sheet date, we estimate the level of services performed by the vendors and the associated expenditure incurred for the services provided.

Quantification of the research and development expenses incurred during the period required judgment, because the progress of activities is not directly observable. In estimating progress toward completion of specific tasks, we therefore use non-financial data such as number of patient screenings, patient visits, patient enrollment, clinical site activations and vendor information of actual costs incurred. This data is obtained through reports from outside service providers as to the progress or state of completion of trials or the completion of services and review by our personnel.

#### *Share-Based Payments*

We operate equity-settled share-based payment arrangements, under which we receive services from directors, employees and others providing similar services as consideration for equity instruments in NewAmsterdam Pharma.

We determine the fair value of the share-based payment awards at the grant date, including the impact of any market conditions and non-vesting conditions, and recognize an expense for the services received over the service period, with a corresponding increase in equity. For awards with graded-vesting features, each instalment of the award is treated as a separate grant, which means that each instalment is separately expensed over the related vesting period. At the end of each reporting period, service conditions and non-market vesting conditions are taken into account when estimating the number of awards that will ultimately vest.

For options granted under our long-term incentive plan, the total amount to be expensed for services received is determined by reference to the grant date fair value of the options granted as determined using an option valuation model. For indirect share investments, we analyze at each grant date whether the purchase price paid by a participant is in line with the market price of the underlying shares. If a positive difference exists between (i) the actual market value of the shares as determined at the grant date and (ii) the purchase price paid, this results in a fair value to be reported as a share-based payment expense.

### **Recently Issued and Adopted Accounting Pronouncement**

For information on the standards applied for the first time as of January 1, 2021 and 2020 please refer to Note 3 to our consolidated financial statements as at December 31, 2021 provided elsewhere in the registration statement of which this prospectus forms a part.

## MANAGEMENT AND EXECUTIVE COMPENSATION

*The following information concerning our management is based on the provisions of the Articles of Association, the form of which is included as an exhibit hereto. However, the Articles of Association may be changed at any time after consummation of the Business Combination by amendment in accordance with their terms. If the Articles of Association are amended, the below summary may cease to accurately reflect the Articles of Association as so amended.*

### **Board Structure, Directors and Executive Officers**

#### ***Board Structure***

We are a Dutch public limited liability company (*naamloze vennootschap*) with a single-tier board structure. The Board of Directors currently consists of one executive director and six non-executive directors. There are no family relationships among any of our directors.

#### ***Board of Directors***

The Board of Directors may consist of up to nine members, comprised of one executive director and eight non-executive directors. The initial Board of Directors consists of seven members, of which two non-executive directors were designated by FLAC and one executive director and four non-executive directors were designated by NewAmsterdam Pharma pursuant to the terms of the Business Combination Agreement. Each of our initial directors will hold office for the term set by the 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 the Articles of Association.

Going forward, our directors will be appointed by the General Meeting upon a binding nomination by the Board of Directors. The General Meeting may at all times overrule a binding nomination by a resolution adopted by a majority of at least two thirds 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 will make a new nomination.

The DCGC provides the following best practice recommendations on the terms for tenure of our directors:

- executive directors should be appointed for a maximum period of four years, without limiting the number of consecutive terms they 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 report.

The executive director on the Board of Directors was appointed for an initial term of three years. The initial non-executive directors on the Board of Directors were appointed with staggered terms of up to three years. The initial directors were selected pursuant to the Business Combination Agreement.

The General Meeting may at any time suspend or dismiss a director. The General Meeting may only adopt a resolution to suspend or dismiss a director by a majority of at least two thirds of the votes cast, provided such majority represents more than half of the issued share capital, unless the resolution is adopted at the proposal of the Board of Directors, in which latter case the resolution may be adopted by a simple majority of the votes cast.

## [Table of Contents](#)

The following table lists our current directors, as well as their ages and the year of expiration of their term as directors and position.

<u>Name</u>	<u>Age</u>	<u>Year in which Term Expires</u>	<u>Position</u>
<b>Executive Director</b>			
Michael Davidson, M.D.	66	2025	Chief Executive Officer, Director
<b>Non-Executive Directors</b>			
John Kastelein, M.D., Ph. D. FESC	68	2023	Chief Scientific Officer, Director
Sander Slootweg	54	2023	Chairperson, Director
Juliette Audet	36	2024	Vice Chairperson, Director
Louis Lange, M.D., Ph.D.	74	2024	Director
James N. Topper, M.D., Ph.D.	60	2025	Director
Nicholas Downing, M.D.	37	2023	Director

The following is a brief summary of the business experience of our directors. Unless otherwise indicated, the current business address for each director is the same as our business address: Gooimeer 2-35, 1411 DC Naarden, The Netherlands. Each of the directors joined the Board of Directors in November 2022 in connection with the closing of the Business Combination.

### **Executive Director**

*Dr. Michael Davidson.* Michael Davidson, M.D., served NewAmsterdam Pharma as its Chief Executive Officer and an executive director from August 2020 until November 2022. Prior to joining NewAmsterdam Pharma, Dr. Davidson was the founder and Chief Executive Officer of Corvidia Therapeutics, Inc. from January 2016 until April 2018 and the Chief Science/Medical Officer from April 2018 until July 2020, when Corvidia was acquired by Novo Nordisk A/S for up to \$2.1 billion. Dr. Davidson, who is a leading expert in the field of lipidology and was named in The Best Doctors in America for the past 15 years, is also currently a professor of medicine and director of the lipid clinic at the University of Chicago. Dr. Davidson co-founded and served as the Chief Medical Officer of Omthera Pharmaceuticals, Inc. in 2008, which was later acquired by AstraZeneca Pharmaceuticals in 2013 for up to \$443M. His research background encompasses both pharmaceutical and nutritional clinical trials including extensive research on statins, novel lipid-lowering drugs, and omega-3 fatty acids. Dr. Davidson is board-certified in internal medicine, cardiology, and clinical lipidology and served as President of the National Lipid Association from 2010 to 2011. Dr. Davidson currently serves on the board of directors of Tenax Therapeutics, Inc. (Nasdaq: TENX) and Silence Therapeutics plc (Nasdaq: SLN). Dr. Davidson also serves on the boards of two private biotechnology companies, Sonothena and NanoPhoria Bioscience. Dr. Davidson received his B.A. and M.S. from Northwestern University and his M.D. from The Ohio State University School of Medicine.

We believe Dr. Davidson's extensive experience in the field of cardiology and his prior management experience provide him the qualifications and skills to serve on the Board of Directors.

### **Non-Executive Directors**

*Dr. John Kastelein.* John Kastelein, M.D., Ph. D. FESC, co-founded NewAmsterdam Pharma in 2020 served as its Chief Scientific Officer and an executive director from January 1, 2020 until November 2022. Dr. Kastelein has also served as the chief executive officer of Vascular Research Network Inc. ("VRN") since January 2013 and as the Chief Medical Officer of Staten Biotechnology B.V. since January 2018. Dr. Kastelein also serves as emeritus professor of medicine and was the chair of the department of vascular medicine at the Academic Medical Center of the University of Amsterdam. He serves on the advisory board of the Dutch Atherosclerosis Society. In 2011 he received the ZonMw Pearl for his research in the field of gene therapy. Dr. Kastelein also

## [Table of Contents](#)

serves on the board of directors of North Sea Therapeutics Inc., VRN and Oxitope Pharma Inc. Dr. Kastelein also serves as an advisor to a number of biotech and pharmaceutical companies. Dr. Kastelein was awarded a doctorate in medicine (with honors) from the University of Amsterdam, trained in internal medicine at the Academic Medical Center of the University of Amsterdam, and trained in lipidology and molecular biology at the University of British Columbia in Vancouver. Dr. Kastelein published his first clinical research on CETP-inhibition in the New England Journal of Medicine in 1997.

We believe Dr. Kastelein's deep scientific and medical knowledge about NewAmsterdam Pharma's product candidate and his experience in senior management, provide Dr. Kastelein with the qualifications and skills to serve on the Board of Directors.

*Dr. James N. Topper.* James N. Topper, M.D., Ph.D., currently serves as a Managing Partner of Frazier Life Sciences. He joined Frazier in 2003 and opened Frazier's Menlo Park office in the same year. Throughout his 15 years as a Managing Partner, Dr. Topper has invested across over 35 companies encompassing a broad spectrum of life science and biopharmaceutical companies. Dr. Topper previously served as FLAC's Chief Executive Officer and Chairman of the FLAC Board from October 2020 until November 2022. Dr. Topper has led and served as a board member for many of Frazier's successful life sciences investments, including Acerta Pharma BV (sold to AstraZeneca), Amunix Pharmaceuticals, Inc. (sold to Sanofi), Aptinyx Inc. (Nasdaq: APTX), Calistoga Pharmaceuticals, Inc. (co-founder, sold to Gilead Sciences), Entasis Therapeutics Holdings Inc. (sold to Innoviva), Mavupharma (sold to AbbVie), Rempex (sold to The Medicines Company), Incline (co-founder, sold to The Medicines Company), Alnara (sold to Lilly), Portola, Inc. (co-founder, Nasdaq: PTLA), CoTherix, Inc (sold to Actelion), and Threshold Pharmaceutical, Inc. (Nasdaq: THLD). He currently represents Frazier on the boards of Alpine Immune Sciences (Nasdaq: ALPN), AnaptysBio, Inc. (Nasdaq: ANAB), Phathom Pharmaceuticals Inc. (Nasdaq: PHAT), Lassen Therapeutics, Seraxis Holdings, Inc., Enlaza Therapeutics, Inc., Serum, Inc. and Sudo Biosciences, Inc. In 2011 and 2016, Dr. Topper was named to the Midas List of leading venture capitalists, and in 2013, Dr. Topper was recognized by Forbes as a top ten healthcare investor. Dr. Topper received his M.D. and Ph.D. in Biophysics from Stanford and his B.S. from the University of Michigan.

We believe that Dr. Topper's experience overseeing Frazier's investments in biotechnology, his experience in senior management positions and his significant knowledge of industry, medical and scientific matters, provide Dr. Topper with the qualifications and skills to serve on the Board of Directors.

*Juliette Audet.* Juliette Audet served on the NewAmsterdam Pharma board from 2020 until November 2022. Ms. Audet has been a partner at Forbion Venture Capital since January 2021 and served as a principal at Forbion from October 2019 until December 2020. Prior to joining Forbion, Ms. Audet was a Principal at Novartis Venture Fund based in Cambridge, Massachusetts from January 2018 until July 2019. Ms. Audet currently serves on the board of directors of Mestag Therapeutics Limited. Ms. Audet received an M.B.A., with distinction, from Harvard Business School and her M.Sc in physics from EPFL (Lausanne, Swiss Federal Institute of Technology).

We believe that Ms. Audet's extensive experience investing in life science companies and her managerial experience provider her the qualifications and skills to serve on the Board of Directors.

*Dr. Louis Lange.* Louis Lange, M.D., Ph.D., served on the NewAmsterdam Pharma board from 2021 until November 2022. Dr. Lange previously served as the chief of cardiology and a professor of medicine at the Washington University School of Medicine and was one of the early academicians in molecular cardiology. Dr. Lange founded and served as the chief executive officer and chairman of CV Therapeutics, Inc. (Nasdaq: CVTX) from 1990 until 2019, and as a senior advisor to Gilead Sciences, Inc. from 2009 until 2019, following its acquisition of CV Therapeutics. Dr. Lange currently serves as a general partner with Asset Management Ventures. Dr. Lange also serves on the board of directors of Stealth Biotherapeutics Corp. (Nasdaq: MITO), BioPlus Acquisition Corp. (Nasdaq: BIOS), Epiphany Tech Acquisition Corp., (Nasdaq: EPHY), Amygdala Neurosciences, Inc. and Recardia, Inc. Dr. Lange previously served on the board of directors of Audentes

## Table of Contents

Therapeutics, Inc. (sold to Astellas Pharma Inc.). Dr. Lange has a Bachelor's degree from the University of Rochester, an M.D. from Harvard University and a Ph.D. in Biological Chemistry, also from Harvard University.

We believe that Dr. Lange's board experience, medical background and experience as a public company officer, provide Dr. Lange with the qualifications and skills to serve on the Board of Directors.

*Sander Slootweg.* Sander Slootweg served on the NewAmsterdam Pharma board from 2020 until November 2022. Mr. Slootweg co-founded Forbion and has served as managing partner since 2006. Mr. Slootweg currently serves on the boards of several of Forbion's portfolio companies including, Replimune Group Inc., NorthSea Therapeutics B.V., Azafaros B.V., Xention, Oxyrane Belgium NV and Forbion European Acquisition Corporation (Nasdaq: FRBN). Mr. Slootweg was responsible for several substantial exits: Forbion's major position in Argenx SE (Nasdaq: ARGX), Dezima's acquisition by Amgen in 2015 for up to \$1.55 billion and the sale of Biovex Group, Inc. to Amgen in 2011 for up to \$1 billion. Mr. Slootweg has previously served on the boards of Pulmagen Therapeutics, Fovea Pharmaceuticals SA (sold to Sanofi-aventis in 2009), uniQure N.V. (IPO on Nasdaq in 2014), Argenta Limited (sold to Galapagos NV in 2010), Alantos Pharmaceuticals, Inc. (sold to Amgen in 2007), Impella CardioSystems AG (sold to Abiomed Inc. in 2005), Pieris Pharmaceuticals, Inc. (IPO on Nasdaq in 2015). Before co-founding Forbion, Mr. Slootweg was an investment director at ABN AMRO Capital Life Sciences. Mr. Slootweg holds degrees in business and financial economics from the Free University of Amsterdam and business administration from Nijenrode University, The Netherlands.

We believe that Mr. Slootweg's experience investing in and serving on multiple boards of life science companies, provide Mr. Slootweg with the qualifications and skills to serve on the Board of Directors.

*Dr. Nicholas Downing.* Nicholas Downing, M.D., joined Bain Capital Life Sciences in 2018 where he currently serves as a Principal. Prior to joining Bain Capital, Dr. Downing was a resident physician at the Brigham and Women's Hospital in Boston from 2015 until 2018, where he cared for patients on the inpatient medical service and in the outpatient clinic. Throughout his medical career, Dr. Downing has been an active health policy researcher and is the author of over 40 articles in the peer-reviewed scientific literature. Prior to his medical career, Dr. Downing was a consultant at McKinsey and Company where he worked with clients in the pharmaceutical, hospital and financial services industries on a wide range of strategic problems. Dr. Downing also serves as a director on the board of Kestra Medical Technologies, Ltd., Cardurion Pharmaceuticals, Inc. and River Renal Companies. Dr. Downing graduated from Harvard College magna cum laude with a degree in chemistry. He received an M.D. cum laude from Yale University School of Medicine.

We believe that Dr. Downing's medical experience, as well as his experience investing and serving on the boards of life science companies provide Dr. Downing with the qualifications and skills to serve on the Board of Directors.

### ***Director and Officer Qualifications***

We have not formally established any specific, minimum qualifications that must be met by each of its directors and other officers. However, we generally expect to evaluate the following qualities: educational background, diversity of professional experience, knowledge of our business, integrity, professional reputation, independence, wisdom and the ability to represent the best interests of our stakeholders.

The nomination and corporate governance committee will prepare policies regarding director qualification requirements and the process for identifying and evaluating director candidates for adoption by the Board of Directors.

## [Table of Contents](#)

### **Executive Officers**

The following table lists the names, ages and positions of our current executive officers.

<u>Name</u>	<u>Age</u>	<u>Position</u>
<b>Executive Officer</b>		
Michael Davidson, M.D.	66	Chief Executive Officer
Marc Ditmarsch, M.D.	56	Chief Development Officer
Lina Gugucheva	35	Chief Business Officer
John Kastelein, M.D.	68	Chief Scientific Officer
Douglas Kling	49	Chief Operating Officer
Louise Kooij	47	Chief Financial Officer

*Dr. Michael Davidson.* Dr. Davidson’s biography is included above under “—Board of Directors.”

*Dr. Marc Ditmarsch.* Marc Ditmarsch, M.D., joined NewAmsterdam Pharma in January 2020 as its Vice President Clinical & Operations and was promoted to Chief Development Officer in August 2022. Prior to joining NewAmsterdam Pharma, Dr. Ditmarsch served as an independent consultant for clinical development and operations at Gadeta Biotechnology from 2019 until 2020. From 2016 until 2019, Dr. Ditmarsch served as a country medical director at AstraZeneca and as global product vice president in the global medicines development organization from 2014 until 2016. Dr. Ditmarsch previously worked at F. Hoffmann-La Roche AG and as a vascular and emergency medicine resident surgeon. Dr. Ditmarsch received his M.D. from the faculty of medicine at the Free University in Amsterdam.

*Lina Gugucheva.* Lina Gugucheva joined NewAmsterdam Pharma in May 2021 as its Chief Business Officer. Ms. Gugucheva has previously served as acting Chief Business Officer at Scorpion Therapeutics, Inc. from May 2020 until April 2021 and at Northern Biologics Inc. (acquired by Boehringer Ingelheim in May 2020) from November 2019 until May 2020. Ms. Gugucheva has also served in multiple roles, including as the Vice President of Business Development & Strategy at IFM Therapeutics, LLC from October 2017 until December 2019, where she led the sale of an IFM subsidiary, IFM Tre, to Novartis in 2019. Ms. Gugucheva began her career as a life sciences transactional attorney, with experience both at the law firm of Covington & Burling LLP and in-house at Royalty Pharma. Ms. Gugucheva holds a J.D. from Harvard Law School and a B.A. in molecular biology and political science from New York University.

*Dr. John Kastelein.* Dr. Kastelein’s biography is included above under “—Board of Directors.”

*Douglas Kling.* Douglas Kling joined NewAmsterdam Pharma in March 2021 as its Chief Operating Officer. Prior to joining NewAmsterdam Pharma, Mr. Kling served as the Senior Vice President of Clinical Development at Corvidia Therapeutics, Inc. from December 2017 until February 2021. From March 2015 until November 2017, Mr. Kling served as the Senior Vice President, Clinical Development at Matina BioPharma Holdings, Inc. Mr. Kling earned a B.S. from Duke University and an M.B.A. from Rutgers Business School.

*Louise Kooij.* Louise Kooij has served as NewAmsterdam Pharma’s chief financial officer since May 2020. Ms. Kooij previously spent 14 years working in various finance roles at Genzyme Europe B.V., a multinational biotechnology company. Since May 2020, Ms. Kooij has also served as an independent consultant in the role of chief financial officer to other private biotechnology start ups. From January 2016 to April 2018, Ms. Kooij led Genzyme’s business operations team in Europe and from April 2018 until May 2020, served as the head of Genzyme’s rare disease unit in central and eastern Europe. Ms. Kooij received a master’s degree from Nyenrode Business University and her auditing degree from Hogeschool Markus Verbeek.

## [Table of Contents](#)

In addition, we determined to appoint in the first half of 2023 a new chief financial officer with deep equity capital markets experience and strong relationships with U.S. investors, including biotechnology investors. On December 15, 2022, the Board of Directors approved the hiring of David Topper as our new Chief Financial Officer, effective on January 1, 2023. Effective upon Mr. Topper's commencement, Louise Kooij, our current Chief Financial Officer will be appointed as our Chief Accounting Officer.

### ***Committees of the Board of Directors***

The Board of Directors has established three standing committees: an audit committee, compensation committee and nomination and corporate governance committee.

#### *Audit Committee*

The audit committee consists of Louis Lange, Sander Slootweg and Juliette Audet. Juliette Audet serves as chairperson of the audit committee. The audit committee will assist the Board of Directors in overseeing our accounting and financial reporting processes, the engagement of its independent auditor, and the audits of its financial statements. The Board of Directors has determined that Louis Lange qualifies as an "audit committee financial expert," as such term is defined in the rules of the SEC.

We are relying on the phase-in rules of the SEC and Nasdaq with respect to the independence of our audit committee. These rules require that a majority of the members of our audit committee meet the independence standard for audit committee membership within 90 days of the effectiveness of the registration statement of which the Proxy Statement/Prospectus formed a part. In addition, all members of our audit committee must meet the independence standard for audit committee membership within one year of such effectiveness. The audit committee is governed by a charter that complies with applicable rules of Nasdaq, which charter is posted on our website.

#### *Compensation Committee*

The compensation committee consists of Louis Lange and Nicholas Downing. Louis Lange serves as chairperson of the compensation committee. The compensation committee will assist the Board of Directors in determining compensation for our directors and executive officers. The composition of our compensation committee is consistent with the best practice provisions of the DCGC.

The compensation committee is governed by a charter that is posted on our website.

#### *Nomination and Corporate Governance Committee*

The nomination and corporate governance committee consists of Sander Slootweg, Nicholas Downing and Louis Lange. Sander Slootweg serves as chairperson of the nomination and corporate governance committee. The nomination and corporate governance committee will assist the Board of Directors in identifying individuals qualified to become our directors consistent with criteria we established and in developing our code of business conduct and ethics.

The nomination and corporate governance committee is governed by a charter that is posted on our website.

### ***Code of Business Conduct and Ethics***

We have adopted a code of business conduct and ethics which outlines the principles of legal and ethical business conduct under which we will do business. This code applies to all of our employees, officers and directors. Our code of business conduct and ethics is available on our website.

### ***The Board of Directors Dividend Policy***

We have never declared or paid any cash dividends on our shares. We currently intend to retain all available funds and any future earnings for use in the operation of our business and do not anticipate paying any dividends on the Ordinary Shares in the foreseeable future. The Board of Directors may only pay dividends and other distributions from our reserves to the extent our shareholders' equity (*eigen vermogen*) exceeds the sum of the Company's paid-in and called-up share capital plus the reserves we must maintain under Dutch law or the Articles of Association and (if it concerns a distribution of profits) after adoption of our statutory annual accounts by the 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 the 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 the Board of Directors deems relevant.

Under the Articles of Association, the Board of Directors may decide that all or part of the 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 the Board of Directors for distribution on Ordinary Shares, subject to applicable restrictions of Dutch law. The Board of Directors is permitted, subject to certain requirements and applicable restrictions of Dutch law, to declare interim dividends without the approval of the General Meeting. Dividends and other distributions will be made payable no later than a date we determine. 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*).

### ***Other Corporate Governance Matters***

Nasdaq rules provide that foreign private issuers may follow home country practice in lieu of the Nasdaq corporate governance standards, subject to certain exceptions and except to the extent that such exemptions would be contrary to U.S. federal securities laws. The home country practices we follow in lieu of Nasdaq rules are described below:

- In accordance with Dutch law and generally accepted business practices, the Articles of Association do not provide quorum requirements generally applicable to general meetings. Our practice varies from the requirement of Nasdaq Listing Rule 5620(c), which requires that an issuer provide in its bylaws for a generally applicable quorum, and that such quorum may not be less than one-third of the outstanding voting shares.
- Although we must provide shareholders with an agenda and other relevant documents for our General Meetings, Dutch law does not have a regulatory regime for the solicitation of proxies and the solicitation of proxies is not a generally accepted business practice in the Netherlands, thus our practice will vary from the requirement of Nasdaq Listing Rule 5620(b).
- As permitted by the listing requirements of Nasdaq, we have also opted out of the requirements of Nasdaq Listing Rule 5605(b)(2), which requires the independent directors of an issuer have regularly scheduled meetings with just the other independent directors present.
- We will also rely on the exemptions to the SEC and Nasdaq rules with respect to the independence of our audit committee. These rules require that a majority of the members of our audit committee meet the independence standard for audit committee membership within 90 days of the effectiveness of the registration statement of which this prospectus forms a part. In addition, all members of our audit committee must meet the independence standard for audit committee members within one year of the effectiveness of the registration statement of which the Proxy Statement/Prospectus formed a part.

In addition, we have opted out of shareholder approval requirements, as included in the Nasdaq Listing Rules, for the issuance of securities in connection with certain events such as the acquisition of shares or assets of another



## [Table of Contents](#)

company (if, due to the potential issuance of ordinary shares, the ordinary shares would have upon issuance voting power equal to or in excess of 20% of the voting power outstanding before the issuance of stock), the establishment of or amendments to equity-based compensation plans for employees, a change of control and certain private placements. Our practice varies from the requirements of Nasdaq Rule 5635, which generally requires that an issuer obtain shareholder approval for the issuance of securities in connection with such events.

### Compensation

We were formed on June 10, 2022 and as such have not yet paid any compensation to those who will serve as our directors and executive officers following the Business Combination.

#### *Historical Compensation of NewAmsterdam Pharma's Executive Officers*

The amount of compensation, including benefits in kind, accrued or paid to the NewAmsterdam Pharma executive officers who became our executive officers in connection with the closing of the Business Combination with respect to the year ended December 31, 2021 is described in the table below. We are providing disclosure on an aggregate basis, as disclosure of compensation on an individual basis is not required in our home country and is not otherwise publicly disclosed by us.

All executive officers	(in Euros '000)(1)
Base Compensation(2)	484
Bonuses(3)	156
Management Fees(4)	1,475
Options Granted in 2021(5)	918
Total Compensation	3,033

- (1) Amounts paid in U.S. dollars have been converted to Euros in accordance with IAS 21—the Effects of Changes in Foreign Exchange Rates.
- (2) Base compensation represents the cash compensation paid annually to NewAmsterdam Pharma's executive officers.
- (3) Bonus amounts are fixed per each executive officer's employment agreement.
- (4) Management fees consist of discretionary cash bonuses paid to executive officers serving in a consulting capacity.
- (5) The following options were granted to executive officers pursuant to NewAmsterdam Pharma's long-term incentive plan: 785,001 options for depositary receipts relating to non-voting ordinary shares and (ii) 894,286 options for non-voting ordinary shares, each with an expiration date of no later ten years from the date of grant and an exercise price of EUR 2.48 per option. The aggregate fair value of the options that is set forth in the table above was determined pursuant to the regulations of IFRS 2 "Share-based Payments."

#### *Compensation of NewAmsterdam Pharma Directors*

The amount of compensation, including benefits in kind, accrued or paid to the NewAmsterdam Pharma directors who became our directors with respect to the year ended December 31, 2021 is described in the table below.

(in Euros '000)(1)	Louis Lange	Michael Davidson
Cash Compensation	26.5	4.5
Options Granted in 2021(2)	13	—
Total Compensation	39.5	4.5

## Table of Contents

- (1) Amounts paid in U.S. dollars have been converted to Euros in accordance with IAS 21—the Effects of Changes in Foreign Exchange Rates.
- (2) The following options were granted to executive officers pursuant to NewAmsterdam Pharma’s long-term incentive plan: 40,000 options for non-voting ordinary shares, each with an expiration date of no later ten years from the date of grant and an exercise price of EUR 2.48 per option. The aggregate fair value of the options that is set forth in the table above was determined pursuant to the regulations of IFRS 2 “Share-based Payments.”

### *Director and Executive Officer Award Grants*

On November 21, 2022, we granted (i) options to purchase an aggregate of 3,412,264 Ordinary Shares to certain of our directors and (ii) options to purchase an aggregate of 2,244,383 Ordinary Shares to certain of our executive officers (excluding awards granted to executive officers who also serve as directors). Such options each have an expiration date of ten years from the date of grant and an exercise price of \$10.00.

### *Director and Executive Officer Compensation*

Dutch law does not provide for limitations with respect to the aggregate annual compensation paid to our directors or executive officers, provided that compensation paid to our directors must be consistent with our compensation policy. Such compensation policy was adopted by the General Meeting prior to the closing of the Business Combination. Changes to such compensation policy will require a vote of the General Meeting by simple majority of votes cast. The Board of Directors and/or the compensation committee will determine the compensation of individual directors and executive officers with due observance of the compensation policy to the extent applicable. A proposal with respect to compensation schemes in the form of Ordinary Shares or rights to Ordinary Shares in which directors may participate (such as the LTIP) is also subject to approval by the 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 our directors and the criteria for granting or amendment.

### *Directors Service Agreements*

We entered into services agreements with all of our directors which will regulate their services as our directors. These services agreements contain non-competition and non-solicitation arrangements, as well as a requirement to assign and transfer to us any intellectual and industrial property rights originating from the director’s services as a director or inventor for us.

### *Director Indemnification Agreements*

The Articles of Association require us to indemnify our current and former directors to the fullest extent permitted by law, subject to certain exceptions. We entered into indemnification agreements with all of our directors providing for procedures for indemnification and advancements by us of certain expenses and costs relating to claims, suits or proceedings arising from his or her service to us or, at our request, service to other entities, as directors or officers to the maximum extent permitted by law.

## **LTIP**

In connection with the Business Combination, we established the LTIP, pursuant to which we may grant options, restricted stock, restricted stock units, share appreciation rights and other equity and equity-based awards. The total number of Ordinary Shares underlying awards granted pursuant to the LTIP (other than awards granted as replacement awards in connection with a merger or business combination) will not exceed 9,571,101; provided that the number of Ordinary Shares initially reserved for grant under the LTIP shall be increased annually on January 1 of each calendar year, starting on the first January 1 after Closing, by 5% of the then issued and outstanding Ordinary Shares or such lower number as may be determined by the Board of Directors.

## [Table of Contents](#)

The LTIP is administered by the Board of Directors and its compensation committee. We may grant awards under the LTIP to our directors, employees, consultants or other advisors. The Board of Directors (or its compensation committee) may condition awards under the LTIP upon the achievement or satisfaction of performance criteria and will determine the vesting conditions for awards under the LTIP. The LTIP provides for provisions for good leavers and bad leavers as well as for a change in control.

### **Rollover Option Plan**

In connection with the Business Combination, we also established a rollover option plan (the “Rollover Plan”), pursuant to which we assumed the outstanding NewAmsterdam Pharma Options of certain NewAmsterdam Pharma optionholders who held their options through entities in exchange for a grant of options to acquire Ordinary Shares. The total number of Ordinary Shares underlying the options covered by the Rollover Plan is 1,736,545, the issuance of which is being registered by the registration statement of which this prospectus forms a part. Any Ordinary Shares underlying awards granted under the Rollover Plan that are forfeited, canceled or otherwise terminated shall become available for issuance under the LTIP.

The Rollover Plan is administered by the Board of Directors and its compensation committee. The options subject to the Rollover Plan will continue on the same terms as the NewAmsterdam Pharma Options for which they were exchanged. The Rollover Plan provides for provisions applicable in the event of a change of control.

### **Supplementary LTIP**

On December 15, 2022, we established the Company’s supplementary long-term incentive plan (the “Supplementary LTIP”), pursuant to which we may grant options, restricted stock, restricted stock units, share appreciation rights and other equity and equity-based awards to our employees and consultants but not our directors. The total number of Ordinary Shares underlying awards that may be granted pursuant to the Supplementary LTIP (other than awards granted as replacement awards in connection with a merger or business combination) will not exceed 1,040,233.

The Supplementary LTIP is administered by the Board of Directors and its compensation committee. The awards issued pursuant to the Supplementary LTIP will have terms substantially similar to those issued pursuant to the LTIP. The Supplementary LTIP provides for provisions applicable in the event of a change of control.

## DESCRIPTION OF OUR SECURITIES

*This section of this prospectus includes a description of the material terms of the Articles of Association and of applicable Dutch law. The following description is intended as a summary only and does not constitute legal advice regarding those matters and should not be regarded as such. The description is qualified in its entirety by reference to the complete text of the Articles of Association, which are attached as an English translation of the official Dutch text as [Exhibit 3.1](#) to the registration statement of which this prospectus forms a part. We urge you to read the full text of the Articles of Association.*

### General

We were incorporated pursuant to Dutch law on June 10, 2022. Our corporate affairs are governed by the Articles of Association, the board rules of the Board of Directors, our other internal rules and policies and by Dutch law. We are registered with the Dutch Trade Register under number 86649051. Our corporate seat is in Naarden, the Netherlands, and our office address is Gooimeer 2-35 1411 DC Naarden, the Netherlands.

We were incorporated as a Dutch private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) and prior to the closing of the Business Combination became a Dutch public limited liability company (*naamloze vennootschap*).

### Share Capital

#### *Authorized Share Capital*

As of the date of this prospectus, we have an authorized share capital in the amount of €48,000,000, divided into 400,000,000 Ordinary 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 the Articles of Association. An amendment of the Articles of Association would require a resolution of General Meeting upon proposal by the Board of Directors.

The Articles of Association will provide that, for as long as any Ordinary Shares are admitted to trading on Nasdaq or on any other regulated stock exchange operating in the United States, the laws of the State of New York will apply to the property law aspects of the Ordinary Shares reflected in the register administered by our transfer agent, subject to certain overriding exceptions under Dutch law.

#### *Ordinary Shares*

The following summarizes the main rights of holders of Ordinary Shares:

- each holder of Ordinary Shares is entitled to one vote per share on all matters to be voted on by shareholders generally, including the appointment of our directors;
- there are no cumulative voting rights;
- the holders of Ordinary 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;
- upon our liquidation and dissolution, the holders of Ordinary 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; and
- the holders of Ordinary 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 the Articles of Association

## Table of Contents

### *Warrants*

In connection with the closing of the Business Combination, we entered into the Warrant Assumption Agreement, and pursuant thereto, each of the warrants to purchase one FLAC Class A Ordinary Share at an exercise price of \$11.50 per share, subject to adjustment (the “FLAC Warrants”) were automatically converted into a Warrant, which such Warrant being subject to the same terms and conditions (including exercisability terms) as were applicable to the corresponding FLAC Warrant immediately prior to the closing of the Business Combination.

Each Warrant entitles the registered holder to purchase one Ordinary Share at a price of \$11.50 per share, subject to adjustment as discussed below, at any time commencing 30 days after the consummation of the Business Combination, provided that we have an effective registration statement under the Securities Act covering the Ordinary Shares issuable upon exercise of the warrants and a current prospectus relating to them is available (or we permit holders to exercise their warrants on a cashless basis under the circumstances specified in the Warrant Assumption Agreement) and such shares are registered, qualified or exempt from registration under the securities, or blue sky, laws of the state of residence of the holder. Pursuant to the Warrant Assumption Agreement, a warrant holder may exercise its warrants only for a whole number of Ordinary Shares. This means only a whole warrant may be exercised at a given time by a warrant holder. No fractional warrants will be issued and only whole warrants will trade. The Warrants will expire five years after the closing of the Business Combination, at 5:00 p.m., New York City time, or earlier upon redemption or liquidation.

We agreed that as soon as practicable, but in no event later than 20 business days after the closing of the Business Combination, we will use commercially reasonable efforts to file with the SEC a registration statement covering the Ordinary Shares issuable upon exercise of the Warrants, and we will use commercially reasonable efforts to cause the same to become effective within 60 business days after the closing of the Business Combination, and to maintain the effectiveness of such registration statement and a current prospectus relating to those Ordinary Shares until the Warrants expire or are redeemed, as specified in the Warrant Assumption Agreement; provided that if the Ordinary Shares are at the time of any exercise of a Warrant not listed on a national securities exchange such that they satisfy the definition of a “covered security” under Section 18(b)(1) of the Securities Act, we may, at our option, require holders of the Warrants who exercise their warrants to do so on a “cashless basis” in accordance with Section 3(a)(9) of the Securities Act and, in the event we do so, we will not be required to file or maintain in effect a registration statement. If a registration statement covering the Ordinary Shares issuable upon exercise of the Warrants is not effective by the 60th day after the closing of the Business Combination, warrant holders may, until such time as there is an effective registration statement and during any period when we have failed to maintain an effective registration statement, exercise warrants on a “cashless basis” in accordance with Section 3(a)(9) of the Securities Act or another exemption, but we will use our best efforts to register or qualify the shares under applicable blue sky laws to the extent an exemption is not available. We are complying with our obligations described in this paragraph by filing the registration statement of which this prospectus forms a part.

*Redemptions of Warrants for cash when the price per Ordinary Share equals or exceeds \$18.00.* Once the Warrants become exercisable, we may call the Warrants for redemption (except as described herein with respect to the Private Placement Warrants):

- in whole and not in part;
- at a price of \$0.01 per Warrant;
- upon not less than 30 days’ prior written notice of redemption to each warrant holder; and
- if, and only if, the closing price of the Ordinary Shares equals or exceeds \$18.00 per share (as adjusted for share sub-divisions, share capitalizations, reorganizations, recapitalizations and the like) for any 20 trading days within a 30-trading day period ending on the third trading day prior to the date on which notice of the redemption is given to the warrant holders (the “Reference Value”).

## Table of Contents

We will not redeem the Warrants as described above unless a registration statement under the Securities Act covering the issuance of the Ordinary Shares issuable upon exercise of the Warrants is then effective and a current prospectus relating to those shares is available throughout the 30-day redemption period. If and when the Warrants become redeemable by us, we may exercise our redemption right even if we are unable to register or qualify the underlying securities for sale under all applicable state securities laws. As a result, we may redeem the warrants as set forth above even if the holders are otherwise unable to exercise the warrants.

We have established the last of the redemption criterion discussed above to prevent a redemption call unless there is at the time of the call a significant premium to the warrant exercise price. If the foregoing conditions are satisfied and we issue a notice of redemption of the Warrants, each warrant holder will be entitled to exercise his, her or its warrant prior to the scheduled redemption date. However, the price of the Ordinary Shares may fall below the \$18.00 redemption trigger price (as adjusted for share sub-divisions, share capitalizations, reorganizations, recapitalizations and the like) as well as the \$11.50 (for whole Ordinary Shares) warrant exercise price after the redemption notice is issued.

*Redemption of Warrants for cash when the price per Ordinary Share equals or exceeds \$10.00.* Once the Warrants become exercisable, we may redeem the outstanding Warrants:

- in whole and not in part;
- at \$0.10 per warrant upon a minimum of 30 days' prior written notice of redemption; provided that during such 30 day period holders will be able to exercise their Warrants on a cashless basis prior to redemption and receive that number of Ordinary Shares determined by reference to the table below, based on the redemption date and the "fair market value" of the Ordinary Shares except as otherwise described below; provided, further, that if the Warrants are not exercised on a cashless basis or otherwise during such 30 day period, we will redeem such warrants for \$0.10 per share;
- if, and only if, the Reference Value equals or exceeds \$10.00 per share (as adjusted for share subdivisions, share dividends, reorganizations, recapitalizations and the like) on the trading day before we send the notice of redemption to the warrant holders; and
- if the Reference Value is less than \$18.00 per share (as adjusted for share subdivisions, share dividends, reorganizations, recapitalizations and the like), the Private Placement Warrants must also be concurrently called for redemption on the same terms as the outstanding Public Warrants, as described above.

The numbers in the table below represent the number of Ordinary Shares that a warrant holder will receive upon exercise in connection with a redemption by us pursuant to this redemption feature, based on the "fair market value" of the Ordinary Shares on the corresponding redemption date (assuming holders elect to exercise their warrants and such warrants are not redeemed for \$0.10 per warrant), determined based on volume-weighted average price of the Ordinary Shares as reported during the 10 trading days immediately following the date on which the notice of redemption is sent to the holders of warrants, and the number of months that the corresponding redemption date precedes the expiration date of the Warrants, each as set forth in the table below. We will provide our warrant holders with the final fair market value no later than one business day after the 10-trading day period described above ends.

The share prices set forth in the column headings of the table below will be adjusted as of any date on which the number of Ordinary Shares issuable upon exercise of a Warrant or the exercise price of the Warrant is adjusted as set forth under the heading "*Anti-dilution Adjustments*" below. If the number of Ordinary Shares issuable upon exercise of a Warrant is adjusted, the adjusted share prices in the column headings will equal the share prices immediately prior to such adjustment, multiplied by a fraction, the numerator of which is the exercise price of the Warrant after such adjustment and the denominator of which is the price of the Warrant immediately prior to such adjustment. In such an event, the number of Ordinary Shares in the table below shall be adjusted by multiplying such Ordinary Share amounts by a fraction, the numerator of which is the number of Ordinary Shares

## Table of Contents

deliverable upon exercise of a Warrant immediately prior to such adjustment and the denominator of which is the number of Ordinary Shares deliverable upon exercise of a Warrant as so adjusted.

Redemption Date (period to expiration of warrants)	Fair Market Value of Ordinary Shares								
	<\$10.00	\$11.00	\$12.00	\$13.00	\$14.00	\$15.00	\$16.00	\$17.00	>\$18.00
60 months	0.261	0.281	0.297	0.311	0.324	0.337	0.348	0.358	0.361
57 months	0.257	0.277	0.294	0.310	0.324	0.337	0.348	0.358	0.361
54 months	0.252	0.272	0.291	0.307	0.322	0.335	0.347	0.357	0.361
51 months	0.246	0.268	0.287	0.304	0.320	0.333	0.346	0.357	0.361
48 months	0.241	0.263	0.283	0.301	0.317	0.332	0.344	0.356	0.361
45 months	0.235	0.258	0.279	0.298	0.315	0.330	0.343	0.356	0.361
42 months	0.228	0.252	0.274	0.294	0.312	0.328	0.342	0.355	0.361
39 months	0.221	0.246	0.269	0.290	0.309	0.325	0.340	0.354	0.361
36 months	0.213	0.239	0.263	0.285	0.305	0.323	0.339	0.353	0.361
33 months	0.205	0.232	0.257	0.280	0.301	0.320	0.337	0.352	0.361
30 months	0.196	0.224	0.250	0.274	0.297	0.316	0.335	0.351	0.361
27 months	0.185	0.214	0.242	0.268	0.291	0.313	0.332	0.350	0.361
24 months	0.173	0.204	0.233	0.260	0.285	0.308	0.329	0.348	0.361
21 months	0.161	0.193	0.223	0.252	0.279	0.304	0.326	0.347	0.361
18 months	0.146	0.179	0.211	0.242	0.271	0.298	0.322	0.345	0.361
15 months	0.130	0.164	0.197	0.230	0.262	0.291	0.317	0.342	0.361
12 months	0.111	0.146	0.181	0.216	0.250	0.282	0.312	0.339	0.361
9 months	0.090	0.125	0.162	0.199	0.237	0.272	0.305	0.336	0.361
6 months	0.065	0.099	0.137	0.178	0.219	0.259	0.296	0.331	0.361
3 months	0.034	0.065	0.104	0.150	0.197	0.243	0.286	0.326	0.361
0 months	—	—	0.042	0.115	0.179	0.233	0.281	0.323	0.361

The exact fair market value and redemption date may not be set forth in the table above, in which case, if the fair market value is between two values in the table or the redemption date is between two redemption dates in the table, the number of Ordinary Shares to be issued for each Warrant exercised will be determined by a straight-line interpolation between the number of Ordinary Shares set forth for the higher and lower fair market values and the earlier and later redemption dates, as applicable, based on a 365 or 366-day year, as applicable. For example, if the volume-weighted average price of the Ordinary Shares as reported during the 10 trading days immediately following the date on which the notice of redemption is sent to the holders of the warrants is \$11.00 per share, and at such time there are 57 months until the expiration of the Warrants, holders may choose to, in connection with this redemption feature, exercise their warrants for 0.277 Ordinary Shares for each whole Warrant. For an example where the exact fair market value and redemption date are not as set forth in the table above, if the volume-weighted average price of the Ordinary Shares as reported during the 10 trading days immediately following the date on which the notice of redemption is sent to the holders of the warrants is \$13.50 per share, and at such time there are 38 months until the expiration of the Warrants, holders may choose to, in connection with this redemption feature, exercise their Warrants for 0.298 Ordinary Shares for each whole Warrant. In no event will the Warrants be exercisable in connection with this redemption feature for more than 0.361 Ordinary Shares per Warrant (subject to adjustment).

This redemption feature is structured to allow for all of the outstanding Warrants to be redeemed when the Ordinary Shares are trading at or above \$10.00 per share, which may be at a time when the trading price of Ordinary Shares is below the exercise price of the Warrants. We have established this redemption feature to provide us with the flexibility to redeem the Warrants without the warrants having to reach the \$18.00 per share threshold set forth above under “Redemptions of Warrants for cash when the price per Ordinary Share equals or exceeds \$18.00.” Holders choosing to exercise their Warrants in connection with a redemption pursuant to this feature will, in effect, receive a number of Ordinary Shares for their warrants based on an option pricing model with a fixed volatility input as of the date of the prospectus relating to the FLAC IPO. This redemption right

## Table of Contents

provides us with an additional mechanism by which to redeem all of the outstanding Public Warrants, and therefore have certainty as to our capital structure as the Warrants would no longer be outstanding and would have been exercised or redeemed. We will be required to pay the applicable redemption price to warrant holders if we choose to exercise this redemption right and it will allow us to quickly proceed with a redemption of the Warrants if we determine it is in our best interest to do so. As such, we would redeem the Warrants in this manner when we believe it is in our best interest to update our capital structure to remove the Warrants and pay the redemption price to the warrant holders. As stated above, we can redeem the warrants when the Ordinary Shares are trading at a price starting at \$10.00, which is below the exercise price of \$11.50, because it will provide certainty with respect to our capital structure and cash position while providing warrant holders with the opportunity to exercise their warrants on a cashless basis for the applicable number of Ordinary Shares. If we choose to redeem the Warrants when the Ordinary Shares are trading at a price below the exercise price of the Warrants, this could result in the warrant holders receiving fewer Ordinary Shares than they would have received if they had chosen to wait to exercise their warrants for Ordinary Shares if and when such Ordinary Shares were trading at a price higher than the exercise price of \$11.50.

No fractional Ordinary Shares will be issued upon exercise. If, upon exercise, a holder would be entitled to receive a fractional interest in an Ordinary Share, we will round down to the nearest whole number of the number of Ordinary Shares to be issued to the holder. If, at the time of redemption, the Warrants are exercisable for a security other than the Ordinary Shares pursuant to the Warrant Assumption Agreement, the Warrants may be exercised for such security. At such time as the Warrants become exercisable for a security other than the Ordinary Shares, we will use our commercially reasonable efforts to register under the Securities Act the security issuable upon the exercise of the Warrants.

A holder of a Warrant may notify us in writing in the event it elects to be subject to a requirement that such holder will not have the right to exercise such warrant, to the extent that after giving effect to such exercise, such person (together with such person's affiliates), to the warrant agent's actual knowledge, would beneficially own in excess of 9.8% (as specified by the holder) of the Ordinary Shares issued and outstanding immediately after giving effect to such exercise.

*Anti-dilution Adjustments.* If the number of outstanding Ordinary Shares is increased by a capitalization or share dividend payable in Ordinary Shares, or by a sub-divisions of Ordinary Shares or other similar event, then, on the effective date of such capitalization or share dividend, sub-divisions or similar event, the number of Ordinary Shares issuable on exercise of each Warrant will be increased in proportion to such increase in the outstanding Ordinary Shares. A rights offering made to all or substantially all holders of Ordinary Shares entitling holders to purchase Ordinary Shares at a price less than the "historical fair market value" (as defined below) will be deemed a share dividend of a number of Ordinary Shares equal to the product of (i) the number of Ordinary Shares actually sold in such rights offering (or issuable under any other equity securities sold in such rights offering that are convertible into or exercisable for Ordinary Shares) and (ii) one minus the quotient of (x) the price per Ordinary Share paid in such rights offering and (y) the historical fair market value. For these purposes, (i) if the rights offering is for securities convertible into or exercisable for Ordinary Shares, in determining the price payable for Ordinary Shares, there will be taken into account any consideration received for such rights, as well as any additional amount payable upon exercise or conversion and (ii) "historical fair market value" means the volume-weighted average price of Ordinary Shares as reported during the 10 trading day period ending on the trading day prior to the first date on which the Ordinary Shares trade on the applicable exchange or in the applicable market, regular way, without the right to receive such rights.

In addition, if we, at any time while the Warrants are outstanding and unexpired, pay a dividend or make a distribution in cash, securities or other assets to all or substantially all the holders of Ordinary Shares on account of such Ordinary Shares (or other securities into which the Warrants are convertible), other than (a) as described above, (b) any cash dividends or cash distributions which, when combined on a per share basis with all other cash dividends and cash distributions paid on the Ordinary Shares during the 365-day period ending on the date of declaration of such dividend or distribution does not exceed \$0.50 (as adjusted to appropriately reflect any other



## Table of Contents

adjustments and excluding cash dividends or cash distributions that resulted in an adjustment to the exercise price or to the number of Ordinary Shares issuable on exercise of each Warrant) but only with respect to the amount of the aggregate cash dividends or cash distributions equal to or less than \$0.50 per share, by the amount of cash and/or the fair market value of any securities or other assets paid on each Ordinary Share in respect of such event.

If the number of outstanding Ordinary Shares is decreased by a consolidation, combination, reverse share sub-division or reclassification of Ordinary Shares or other similar event, then, on the effective date of such consolidation, combination, reverse share sub-division, reclassification or similar event, the number of Ordinary Shares issuable on exercise of each warrant will be decreased in proportion to such decrease in outstanding Ordinary Shares.

Whenever the number of Ordinary Shares purchasable upon the exercise of the Warrants is adjusted, as described above, the Warrant exercise price will be adjusted by multiplying the Warrant exercise price immediately prior to such adjustment by a fraction (x) the numerator of which will be the number of Ordinary Shares purchasable upon the exercise of the Warrants immediately prior to such adjustment and (y) the denominator of which will be the number of Ordinary Shares so purchasable immediately thereafter.

In case of any reclassification or reorganization of the outstanding Ordinary Shares (other than those described above or that solely affects the par value of such Ordinary Shares), or in the case of any merger or consolidation of the Company with or into another corporation (other than a consolidation or merger in which we are the continuing corporation and that does not result in any reclassification or reorganization of our issued and outstanding Ordinary Shares), or in the case of any sale or conveyance to another corporation or entity of our assets or other property as an entirety or substantially as an entirety in connection with which we are dissolved, the holders of the Warrants will thereafter have the right to purchase and receive, upon the basis and upon the terms and conditions specified in the Warrants and in lieu of the Ordinary Shares immediately theretofore purchasable and receivable upon the exercise of the rights represented thereby, the kind and amount of Ordinary Shares or other securities or property (including cash) receivable upon such reclassification, reorganization, merger or consolidation, or upon a dissolution following any such sale or transfer, that the holder of the Warrants would have received if such holder had exercised their Warrants immediately prior to such event. If less than 70% of the consideration receivable by the holders of Ordinary Shares in such a transaction is payable in the form of Ordinary Shares in the successor entity that is listed for trading on a national securities exchange or is quoted in an established over-the-counter market, or is to be so listed for trading or quoted immediately following such event, and if the registered holder of the Warrant properly exercises the Warrant within thirty days following public disclosure of such transaction, the warrant exercise price will be reduced as specified in the Warrant Assumption Agreement based on the Black-Scholes value (as defined in the Warrant Assumption Agreement) of the Warrant. The purpose of such exercise price reduction is to provide additional value to holders of the warrants when an extraordinary transaction occurs during the exercise period of the Warrants pursuant to which the holders of the Warrants otherwise do not receive the full potential value of the Warrants.

The Warrants have been issued in registered form under a Warrant Assumption Agreement between Continental Stock Transfer & Trust Company, as warrant agent, and us. The Warrant Assumption Agreement provides that the terms of the Warrants may be amended without the consent of any holder to cure any ambiguity or correct any defective provision or correct any mistake, including to conform the provisions of the Warrant Assumption Agreement to the description of the terms of the Warrants and the Warrant Assumption Agreement set forth in Exhibit 4.1 hereto, but requires the approval by the holders of at least 65% of the then outstanding Public Warrants to make any change that adversely affects the interests of the registered holders. You should review a copy of the Warrant Assumption Agreement filed as an exhibit hereto, for a complete description of the terms and conditions applicable to the Warrants. The warrant holders do not have the rights or privileges of holders of Ordinary Shares and any voting rights until they exercise their warrants and receive Ordinary Shares. After the issuance of Ordinary Shares upon exercise of the Warrants, each holder will be entitled to one vote for each Ordinary Share held of record on all matters to be voted on by shareholders.

## Table of Contents

No fractional shares will be issued upon exercise of the Warrants. If, upon exercise of the Warrants, a holder would be entitled to receive a fractional interest in an Ordinary Share, we will, upon exercise, round down to the nearest whole number the number of Ordinary Share to be issued to the warrant holder.

We have agreed that, subject to applicable law, any action, proceeding or claim against us arising out of or relating in any way to the Warrant Assumption Agreement will be brought and enforced in the courts of the State of New York or the United States District Court for the Southern District of New York, and we irrevocably submit to such jurisdiction, which jurisdiction will be the exclusive forum for any such action, proceeding or claim. This provision applies to claims under the Securities Act but does not apply to claims under the Exchange Act or any claim for which the federal district courts of the United States of America are the sole and exclusive forum.

### **Shareholders' Register**

Pursuant to Dutch law and the Articles of Association, we must keep our shareholders' register accurate and current. The Board of Directors keeps the 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 right of usufruct (*vruchtgebruik*) on registered shares belonging to another or a pledge (*pandrecht*) in respect of such shares. The Ordinary 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 Ordinary Shares. The Ordinary Shares will be in registered form (*op naam*). We may issue share certificates (*aandeelbewijzen*) for registered shares in such form as may be approved by the Board of Directors.

Except as otherwise provided or allowed by Dutch law, the issue or transfer of an Ordinary Share shall require a deed to that effect and, in the case of a transfer and unless we are a party to the transaction, acknowledgement of the transfer by us. For as long as any ordinary shares are admitted to trading on Nasdaq 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 Ordinary Shares (including the statutory provisions concerning the transfer and ownership of legal title to Ordinary Shares) reflected in the register administered by the transfer agent.

### **Corporate Objectives**

Pursuant to the Articles of Association, our main corporate objectives are:

- to develop, conduct research, produce, commercialize, market and sell medicines in general and innovative medicines for cardiovascular diseases in particular;
- 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;
- to provide administrative, technical, financial, economic or other services to other entities, companies, partnerships and businesses;
- to acquire, to manage, to invest, to exploit, to encumber and to dispose of assets and liabilities;
- 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
- to do anything which, in the widest sense, is connected with or may be conducive to the objects described above.

### **Limitations on the Rights to Own Securities**

Ordinary Shares may be issued to individuals, corporations, trusts, estates of deceased individuals, partnerships and unincorporated associations of persons. The Articles of Association contain no limitation on the rights to

own Ordinary Shares and no limitation on the rights of non-residents of the Netherlands or foreign shareholders to hold or exercise voting rights.

#### **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 liable for damages to the Company and to third parties for infringement of the Articles of Association or of certain provisions of Dutch law. In certain circumstances, they may also incur other specific civil, administrative and criminal liabilities. Subject to certain exceptions, the Articles of Association provide for indemnification of our current and former directors and other current and former officers and employees as designated by the Board of Directors. No indemnification under the Articles of Association will 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 us, except for proceedings brought to enforce indemnification to which he or she is entitled pursuant to the Articles of Association, pursuant to an agreement between such indemnified person and us, which has been approved by us or pursuant to insurance taken out by us 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 the Articles of Association, the Board of Directors may stipulate additional terms, conditions and restrictions in relation to the indemnification described above.

#### **Federal Forum Provision**

The Articles of Association provide that, unless we consent 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 U.S. Securities Act of 1933, as amended, or the U.S. Securities Exchange Act of 1934, as amended, to the fullest extent permitted by applicable law, will be the U.S. federal district courts.

#### **Shareholders' Meeting**

General Meetings must be held in the Netherlands in any of the locations specified in the Articles of Association. 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 the Board of Directors and shall be held within three months after the 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 that we convene a general meeting, setting out in detail the matters to be discussed. If the Board of Directors has 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

## Table of Contents

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 the Board of Directors to convene a General Meeting and the Board of Directors has not taken the necessary steps so that the General Meeting could be held within six weeks after the request. The application shall also be disallowed if the proponent(s) has/have not demonstrated to have a reasonable interest in the convening of the General Meeting.

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 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 the 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 the Board of Directors 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, shareholders who have the right to put an item on the agenda for the General Meeting or to request the convening of a General Meeting shall not exercise such rights until after they have consulted the Board of Directors. If exercising such rights may result in a change in our strategy (for example, through the dismissal of one or more of our directors), the Board of Directors must be given the opportunity to invoke a reasonable period of up to 180 days to respond to the shareholders. If invoked, the Board of Directors must use such response period for further deliberation and constructive consultation, in any event with the shareholder(s) concerned and explore alternatives. At the end of the response time, the 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 (i) in respect of a matter for which a response period has been previously invoked or (ii) if a shareholder holds at least 75% of our issued share capital as a consequence of a successful public bid.

Moreover, the Board of Directors can invoke a cooling-off period of up to 250 days when shareholders, using their right to have items added to the agenda for a General Meeting or their right to request a General Meeting, propose an agenda item for the General Meeting to dismiss, suspend or appoint one or more of our directors (or to amend any provision in the Articles of Association dealing with those matters) or when a public offer for the Company is made or announced without our support, provided, in each case, that the Board of Directors believes that such proposal or offer materially conflicts with the interests of the Company and its business. During a cooling-off period, the General Meeting cannot dismiss, suspend or appoint directors (or amend the provisions in the Articles of Association dealing with those matters) except at the proposal of the Board of Directors. During a cooling-off period, the Board of Directors must gather all relevant information necessary for a careful decision-making process and consult with shareholders representing at least 3% or more of our issued share capital at the time the cooling-off period was invoked, as well as with our Dutch works council (if we or, under certain circumstances, any of our subsidiaries have one). Formal statements expressed by these stakeholders during such consultations must be published on our website to the extent these stakeholders have approved that publication. Ultimately one week following the last day of the cooling-off period, the Board of Directors must publish a report on our website in respect of its policy and conduct of affairs during the cooling-off period. 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. Shareholders representing at least 3% of our issued share capital may request the Enterprise Chamber for early termination of the cooling-off period. The Enterprise Chamber must rule in favor of the request if the shareholders can demonstrate that:

- the Board of Directors, in light of the circumstances at hand when the cooling-off period was invoked, could not reasonably have concluded that the relevant proposal or hostile offer constituted a material conflict with the interests of the Company and its business;

## Table of Contents

- the Board of Directors cannot reasonably believe that a continuation of the cooling-off period would contribute to careful policy-making; or
- other defensive measures, having the same purpose, nature and scope as the cooling-off period, have been activated during the cooling-off period and have not since been terminated or suspended within a reasonable period at the relevant shareholders' request (i.e., no "stacking" of defensive measures).

The General Meeting is presided over by the chairperson of the 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 the 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 another person designated in accordance with the Articles of Association. Our directors may always attend a General Meeting. In these meetings, they have an advisory vote. The chairperson of the General 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, insofar 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 the 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 Ordinary 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 Ordinary Shares held by us or our subsidiaries or on Ordinary Shares for which we or our subsidiaries hold depository receipts. Nonetheless, the holders of a right of usufruct (*vruchtgebruik*) and the holders of a right of pledge (*pandrecht*) in respect of Ordinary Shares held by us or our subsidiaries in its share capital are not excluded from the right to vote on such Ordinary Shares, if the right of usufruct (*vruchtgebruik*) or the right of pledge (*pandrecht*) was granted prior to the time such shares we or any of our subsidiaries acquired. Neither we nor any of our subsidiaries may cast votes in respect of an Ordinary Share on which we or such subsidiary holds a right of usufruct (*vruchtgebruik*) or a right of pledge (*pandrecht*). Ordinary 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 the Articles of Association provide for a qualified majority or unanimity. Subject to any provision of mandatory Dutch law and any higher quorum requirement stipulated by the Articles of Association, if we would be subject to the requirement that the General Meeting can only pass resolutions if a certain part of our 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 pursuant to the Articles of Association.

## **Directors**

### *Appointment of Our Directors*

Our directors will be appointed by the General Meeting upon binding nomination by the 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 our issued share capital. If the General Meeting overrules a binding nomination, the Board of Directors will make a new nomination.

We have adopted a diversity policy for the composition of the Board of Directors, as well as a profile for the composition of the Board of Directors, with the assistance of our nomination and corporate governance

## [Table of Contents](#)

committee. The Board of Directors will 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 Our Directors*

Under Dutch law, the Board of Directors is charged with the management of the Company, which includes setting our policies and strategy, subject to the restrictions contained in the 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. Our directors may divide their tasks among themselves in or pursuant to internal rules. Each of our directors has a statutory duty to act in our corporate interest and our 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 our corporate interest also applies in the event of a proposed sale or break-up of the 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.

The Board of Directors is entitled to represent us. The power to represent us also vests in our Chief Executive Officer, as well as in any two non-executive directors acting jointly.

## **Dividends and Other Distributions**

### *Dividends*

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 for use in the operation of our business. 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 its paid-in and called-up share capital plus the reserves we must maintain under Dutch law or the Articles of Association and (if it concerns a distribution of profits) after adoption of our statutory annual accounts by the General Meeting from which it appears that such dividend distribution is allowed.

Under the Articles of Association, the Board of Directors may decide that all or part of the 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 the Board of Directors for distribution on the Ordinary Shares, subject to applicable restrictions of Dutch law. The Board of Directors is permitted, subject to certain requirements and applicable restrictions of Dutch law, to declare interim dividends without the approval of the General Meeting. Dividends and other distributions will be made payable no later than a date determined by the Board of Directors. 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 and provided that, under certain circumstances, payments of such dividends or other distributions must be reported to the

## [Table of Contents](#)

Dutch Central Bank at their request for statistical purposes. There are no special restrictions in the 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 us other shareholders jointly for the transfer of their Ordinary Shares to such shareholder. The proceedings are held before the Enterprise Chamber 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 Ordinary 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 Ordinary Shares of the other shareholders. Once the order to transfer becomes final before the Enterprise Chamber, the person acquiring the Ordinary Shares shall give written notice of the date and place of payment and the price to the holders of the Ordinary 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 daily newspaper with a national circulation.

### *Dissolution and Liquidation*

Under the Articles of Association, we may be dissolved by a resolution of the General Meeting, subject to a proposal of the Board of Directors. In the event of a dissolution, the liquidation shall be effected by the Board of Directors, unless the General Meeting decides otherwise. During liquidation, the provisions of the 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, any remaining assets shall be distributed to our shareholders in proportion to their number of Ordinary Shares.

### *Dutch Corporate Governance Code*

Upon the consummation of the Business Combination, we will be subject to 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. As of the date of this document, our main deviations from the DCGC are summarized below. In the future, we may deviate from additional provisions of the DCGC, including to follow market practice or governance practices in the United States. The DCGC contains certain independence recommendations for the Board of Directors and its committees. We do not comply with all such recommendations.

Under the Articles of Association, our directors are to be appointed on the basis of a binding nomination prepared by the 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 for a subsequent General Meeting). The 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 the Articles of Association, our directors can only be dismissed by the General Meeting by simple majority, provided that the Board of Directors proposes the dismissal. In other cases, the General Meeting can

## [Table of Contents](#)

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 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.

As part of the compensation of our directors, we may grant shares that are not subject to a lock-up period of at least five years after the date of grant and/or 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.

### **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*) (“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 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.

### **Transfer Agent and Registrar**

The transfer agent and registrar for the Ordinary Shares is Continental Stock Transfer & Trust Company.



## CERTAIN RELATIONSHIPS AND RELATED PERSON TRANSACTIONS

### Our Related Party Transactions

#### *Business Combination*

On November 22, 2022, we consummated our previously announced business combination pursuant to the Business Combination Agreement, by and among the Company, FLAC, NewAmsterdam Pharma, and Merger Sub.

Beginning on the day immediately prior to the Closing Date and finishing on the day immediately after the Closing Date, the following transactions occurred pursuant to the terms of the Business Combination Agreement:

- The shareholders of NewAmsterdam Pharma effected the Exchange;
- Immediately after giving effect to the Exchange, our legal form was converted from a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) to a public limited liability company (*naamloze vennootschap*) (the “Holdco Reorganization”);
- After giving effect to the Exchange, Merger Sub merged with and into FLAC (the “Merger”), with FLAC surviving the merger as our wholly owned subsidiary (the “Surviving Company”);
- In connection with the Merger, each issued and outstanding ordinary share of FLAC was canceled and extinguished in exchange for a claim for an Ordinary Share, and such claim was then contributed into us against the issuance of a corresponding Ordinary Share;
- Immediately following the Merger, each outstanding warrant to purchase a FLAC Class A Ordinary Share became a warrant to purchase one Ordinary Share, on the same contractual terms;
- Each NewAmsterdam Pharma Option, to the extent unvested, will continue to vest in accordance with its applicable terms, and at the time of the Exchange, such NewAmsterdam Pharma Option became options to purchase, and will when exercised be settled in Ordinary Shares; and
- On the day following the Closing Date, the Surviving Company changed its jurisdiction of incorporation by deregistering as a Cayman Islands exempted company and domesticated as a corporation incorporated under the laws of the State of Delaware.

Upon the closing of the Business Combination, we became the direct parent of NewAmsterdam Pharma.

#### *PIPE Subscription*

Affiliates of certain of our directors and certain of our major shareholders participated in the PIPE Financing.

Forbion Growth Opportunities Fund I Coöperatief U.A., Forbion Capital Fund IV Coöperatief U.A. and Morningside Venture Investments Limited, each of whom was an existing investor in NewAmsterdam Pharma, have purchased an aggregate of 3,500,000 Ordinary Shares (for an aggregate purchase price of \$35 million) in the PIPE Financing. This transaction was on the same terms as the other investors who purchased shares in the PIPE Financing pursuant to certain subscription agreements dated July 25, 2022. The 3,500,000 Ordinary Shares received by Forbion Growth Opportunities Fund I Coöperatief U.A., Forbion Capital Fund IV Coöperatief U.A. and Morningside Venture Investments Limited received registration rights pursuant to the terms of the Subscription Agreement.

Frazier Life Sciences X, L.P., Frazier Life Sciences XI, L.P., Frazier Life Sciences Public Fund, L.P. and Frazier Life Sciences Overage Fund, L.P. purchased 4,500,000 Ordinary Shares (for an aggregate purchase price of \$45 million) in the PIPE Financing. The transaction was on the same terms as the other investors who purchased shares in the PIPE Financing pursuant to certain subscription agreements dated July 25, 2022. Frazier Life

## [Table of Contents](#)

Sciences X, L.P. is the sole member of the Sponsor and Jamie Topper has voting discretion in each of Frazier Life Sciences X, L.P., Frazier Life Sciences Overage Fund, L.P., Frazier Life Sciences XI, L.P. and Frazer Life Sciences Public Fund, L.P. Further, Jamie Topper has a pecuniary interest in the general partner of each of the foregoing funds.

### ***Company Support Agreement***

In connection with the execution of the Business Combination Agreement, the Company, NewAmsterdam Pharma, FLAC, Merger Sub, and certain existing shareholders of NewAmsterdam Pharma (which shareholders only include directors, executive officers and shareholders with voting securities in NewAmsterdam Pharma representing 5% or more of all such voting securities) entered into the Company Support Agreement pursuant to which, among other things, each such existing shareholder of NewAmsterdam Pharma (a) granted or will grant, as applicable, NewAmsterdam Pharma (or a designee thereof) with a power of attorney permitting and directing NewAmsterdam Pharma to execute on behalf of such shareholder a Dutch deed of issue to effect the Exchange with respect to the shares of NewAmsterdam Pharma held by such shareholder, (b) undertook or will undertake, as applicable, vis-à-vis NewAmsterdam Pharma, the Company, FLAC and each other existing shareholder of NewAmsterdam Pharma to take all necessary or desirable actions in connection with the transactions set forth in the Business Combination Agreement, (c) agreed to vote in favor of the approval of the Business Combination Agreement, the Exchange and any other matters necessary or reasonably requested by NewAmsterdam Pharma to consummate the transactions contemplated in the Business Combination Agreement, and (d) agreed to certain customary covenants to support the Business Combination (including restrictions on the sale, disposition or transfer of the shares of NewAmsterdam Pharma held by him, her or it).

### ***Sponsor Support Agreement***

In connection with the execution of the Business Combination Agreement, the FLAC Initial Shareholders, FLAC, the Company and NewAmsterdam Pharma entered into the Support Agreement, pursuant to which the FLAC Initial Shareholders have agreed to vote (i) in favor of the Business Combination Agreement and the related transactions, including in favor of each Transaction Proposal (as defined in the Business Combination Agreement), (ii) in favor of any other matter reasonably necessary or required to cause the consummation of the Business Combination and related transactions, and (iii) against any proposal that conflicts or materially impedes or interferes with, or would adversely affect or delay the consummation of the Business Combination and related transactions; (b) waive any adjustment to the conversion ratio set forth in FLAC's amended and restated memorandum and articles of association or any other anti-dilution or similar protection with respect to the FLAC Class B Ordinary Shares held by them; and (c) waive any redemption rights, including with respect to FLAC Class A Ordinary Shares purchased in the FLAC IPO or in the aftermarket, in connection with the Business Combination.

### ***Investor Rights Agreement***

In connection with the closing of the Business Combination, we entered into the Investor Rights Agreement with the FLAC Initial Shareholders, and certain NewAmsterdam Pharma shareholders, which is filed hereto as Exhibit 10.5, providing for, among other things, subject to the terms thereof, customary registration rights, including demand and piggy-back rights subject to cut-back provisions. We agreed to file a registration statement to register the Ordinary Shares covered by the Investor Rights Agreement no later than 30 days following consummation of the Business Combination.

Pursuant to the Investor Rights Agreement, certain NewAmsterdam Pharma shareholders agreed not to sell, assign, offer to sell, contract, pledge, grant, or otherwise dispose of or enter into any swap or other similar arrangement, with respect to the Ordinary Shares such persons receive in connection with the Business Combination for six months from the date the Domestication became effective (the "Final Closing Date") of the Business Combination, subject to certain limited exceptions. In addition, the FLAC Initial Shareholders agreed

## Table of Contents

not to sell, assign, offer to sell, contract, pledge, grant, or otherwise dispose of or enter into any swap or other similar arrangement, with respect to the Ordinary Shares they received in connection with the Business Combination for a period beginning on the Final Closing Date and ending one year after the Final Closing Date of the Business Combination. Notwithstanding the foregoing, the restrictions above will end prior to the indicated time periods with respect to 50% of the Ordinary Shares the NewAmsterdam Pharma shareholders and the FLAC Initial Shareholders, as the case may be, receives in connection with the Business Combination, on the earlier of the date that (i) the closing price of a Ordinary Share equals or exceeds \$12.00 per share (subject to certain adjustments) for any 20 trading days within any 30-day trading period commencing at least 150 days after the Final Closing Date of the Business Combination, or (ii) we complete a liquidation, merger, share exchange, reorganization or other similar transaction that results in all of our shareholders having the right to exchange their Ordinary Shares for cash, securities or other property, subject to certain limited exceptions. The restrictions on the remaining 50% of the Ordinary Shares each of the NewAmsterdam Pharma shareholders and the FLAC Initial Shareholders, as the case may be, received in connection with the Business Combination will end prior to the periods indicated above on the date that we complete a liquidation, merger, share exchange, reorganization or other similar transaction that results in all of our shareholders having the right to exchange their Ordinary Shares for cash, securities or other property, subject to certain limited exceptions. The share transfer restrictions above will not apply with respect to sales to cover withholding taxes due upon vesting of equity awards and, in the case of our directors or officers, with respect to the sale of up to 10% of the Ordinary Shares held by each of them. An aggregate of 44,914,642 Ordinary Shares held by former NewAmsterdam Pharma shareholders (including Amgen and MTPC) will have registration rights pursuant to the terms of the Investor Rights Agreement.

### ***Lock-Up Agreements***

At the closing of the Business Combination, certain NewAmsterdam Pharma shareholders who are not party to the Investor Rights Agreement (after giving effect to the Merger and the PIPE Financing) including certain of our executive officers, entered into lock-up agreements in the form filed hereto as Exhibit 10.6 (each, a “Lock-Up Agreement”), pursuant to which, among other things, they agreed not to sell, assign, offer to sell, contract, pledge, grant, or otherwise dispose of or enter into any swap or other similar arrangement, with respect to the Ordinary Shares such persons received in connection with the Business Combination for six months from the Final Closing Date of the Business Combination. Notwithstanding the foregoing, the restrictions above will end on the earlier of the date that (i) the closing price of a Ordinary Share equals or exceeds \$12.00 per share (subject to certain adjustments) for any 20 trading days within any 30-day trading period commencing at least 150 after the Final Closing Date of the Business Combination, or (ii) we complete a liquidation, merger, share exchange, reorganization or other similar transaction that results in all of our shareholders having the right to exchange their Ordinary Shares for cash, securities or other property, subject to certain limited exceptions. The share transfer restrictions above will not apply with respect to sales to cover withholding taxes due upon vesting of equity awards and, in the case of our directors or officers, with respect to the sale of up to 10% of the Ordinary Shares held by each of them. Approximately 268,472 Ordinary Shares, or less than 1% of the Ordinary Shares outstanding following the closing of the Business Combination, are subject to a Lock-Up Agreement. The terms of a Lock-Up Agreement will also apply Ordinary Shares underlying options held by the parties to a Lock-Up Agreement.

### ***Convertible Loan Agreement***

On July 2, 2020, NewAmsterdam Pharma, as borrower, entered into the Convertible Loan Agreement, granting NewAmsterdam Pharma up to €17 million across three tranches of €5.7 million each. NewAmsterdam Pharma drew down on the first tranche on July 2, 2020 and the second tranche on October 12, 2020. In January 2021, the Convertible Loan Agreement was terminated and the full amount of outstanding principal amount and unpaid interest was converted into 1,111,155 shares of NewAmsterdam Pharma’s Series A Preferred Shares in connection with the entry into the Series A Subscription Agreement. The amounts outstanding under the Convertible Loan Agreement were converted into Series A Preferred Shares at a discount to the Series A Preferred Shares subscription price per share of €14 (the “Subscription Price”) representing a price per share

## [Table of Contents](#)

equal to approximately €10.50 (equal to 75% of the Subscription Price) (the “Discounted Subscription Price”). See “—Series A Financing” below for more information.

### **Chief Executive Officer Loan Agreement**

On June 28, 2021, NewAmsterdam Pharma entered into a loan agreement with Dr. Davidson (the “Davidson Loan Agreement”) pursuant to which NewAmsterdam Pharma loaned Dr. Davidson €708,571 for the purpose of allowing him to purchase 285,714 depositary receipts from Stichting Administratiekantoor EPNAP described below. The loan under the Davidson Loan Agreement bore interest at a per annum rate of 2.75%. The loan was required to be repaid upon the earlier of (i) the tenth anniversary of the effective date of the Davidson Loan Agreement and (ii) an exit, as defined in the Davidson Loan Agreement. Dr. Davidson had the ability to prepay the outstanding principal and accrued interest, in full or in part, with NewAmsterdam Pharma’s consent. On July 19, 2022, Dr. Davidson repaid the entire outstanding principal amount and all accrued interest under the Davidson Loan Agreement.

### **Chief Executive Officer Award Agreement**

On June 28, 2021, NewAmsterdam Pharma entered into a founder depositary receipt award agreement with Stichting Administratiekantoor EPNAP and Dr. Davidson (the “Davidson Award Agreement”) pursuant to which Stichting Administratiekantoor EPNAP issued 285,714 depositary receipts for NewAmsterdam Pharma’s non-voting convertible shares held by Stichting Administratiekantoor EPNAP (the “Davidson Depositary Receipts”) at an aggregate subscription price of €708,571 to be paid in accordance with the Davidson Loan Agreement. Dr. Davidson retained ownership of 25% of the Davidson Depositary Receipts after twelve months from August 1, 2020 and the remaining 75% vests with 1/36th per month over the following three years.

### **Series A Financing**

On December 30, 2020, NewAmsterdam Pharma entered into the Series A Subscription Agreement to issue Series A Preferred Shares at the Subscription Price for certain investors and the Discounted Subscription Price for the parties to the Convertible Loan Agreement to set off against the Convertible Loan, for up to an aggregate amount of €160 million, set to occur in two tranches. In the first tranche, NewAmsterdam Pharma issued and sold 4,928,573 Series A Preferred Shares for gross proceeds of €69 million. The first tranche closed in January 2021 (the “First Closing”). In accordance with the terms of the Convertible Loan Agreement, €11.7 million of outstanding principal amount and unpaid interest was automatically converted into 1,111,155 Series A Preferred Shares at the First Closing. NewAmsterdam Pharma was entitled to cause the investors to subscribe for the second tranche Series A Preferred Shares upon the occurrence of certain clinical development and business development milestones. NewAmsterdam Pharma issued the second tranche of Series A Preferred Shares in February 2022 resulting in gross proceeds to us of €80 million and the issuance of 5,691,430 additional Series A Preferred Shares (the “Milestone Closing”).

The table below sets forth the number of Series A Preferred Shares subscribed for by NewAmsterdam Pharma’s directors, executive officers and holders of more than 10% of its capital stock in the Initial Closing. Certain of the related parties listed in the tables below subscribed for Series A Preferred Shares at the Discounted Subscription Price.

<b>Investor</b>	<b>Number of Series A Preferred Shares</b>	<b>Total Subscription Price</b>
Michael Davidson <sup>(1)</sup>	64,784	€ 680,240
Forbion Capital Fund II Coöperatief U.A. <sup>(1)</sup>	64,784	€ 680,240
Forbion Capital Fund IV Coöperatief U.A. <sup>(1)</sup>	981,587	€10,306,667
Forbion Capital Fund IV Coöperatief U.A.	357,143	€ 5,000,000
Forbion Growth Opportunities Fund I Coöperatief U.A.	714,286	€10,000,000

## Table of Contents

- (1) The Series A Preferred Shares were received upon the conversion of the outstanding principal amount and interest under the Convertible Loan Agreement into Series A Preferred Shares at the Discounted Subscription Price.

In February 2022, in connection with the Milestone Closing, NewAmsterdam Pharma's directors, executive officers and holders of more than 10% of its capital stock subscribed for the number of Series A Preferred Shares set out in the table below. The Milestone Closing was contingent on the achievement of certain milestones, namely: at least 50% LDL lowering in the ongoing obicetrapib and ezetimibe Phase 2 combination trial; the hiring of a full-time chief business officer; and confirmation by the FDA that no CVOT would be required for regulatory approval in the United States. After achieving the first two of these milestones, we proceeded with closing the Milestone Closing on February 17, 2022 as permitted by the terms of the Series A Subscription Agreement. Because the Milestone Closing was closed without having achieved all of the milestones, we were obligated to pursue a strategic transaction, including a business combination with a special purpose acquisition company.

Investor	Shares of Series A Preferred	Total Subscription Price
Michael Davidson	24,286	€ 340,000
Forbion Capital Fund II Coöperatief U.A.	24,286	€ 340,000
Forbion Capital Fund IV Coöperatief U.A.	1,071,429	€ 15,000,000
Forbion Growth Opportunities Fund I Coöperatief U.A.	714,286	€ 10,000,000
Morningside Venture Investments Limited	1,071,429	€ 15,000,000
Ascendant BioCapital SPV I, LCC—Series 1 <sup>(1)</sup>	357,143	€ 5,000,000

- (1) Gaurav Gupta was serving on the board of directors of NewAmsterdam Pharma at the time of the Milestone Closing.

Immediately prior to the Exchange, the Series A Preferred Shares were converted at a 1:1 ratio into shares of NewAmsterdam Pharma ordinary shares and thereafter be contributed in the Exchange for Ordinary Shares.

### ***NewAmsterdam Pharma Shareholders' Agreement***

On January 11, 2021, all of the then existing shareholders of NewAmsterdam Pharma entered into the Fully Amended and Restated Shareholders' Agreement (as amended or supplemented from time to time, the "Shareholder Agreement"). The Shareholder Agreement contained provisions related to the governance of NewAmsterdam Pharma, including memorializing the right of certain investors in NewAmsterdam Pharma to appoint and dismiss members of the board of directors of NewAmsterdam Pharma. Two positions on the board of directors of NewAmsterdam Pharma were reserved for the chief executive officer and chief scientific officer, initially Drs. Michael Davidson and John Kastelein. Jason Dinges, Gaurav Gupta, Sander Sloodweg and Juliette Audet were initially appointed by NewAmsterdam Pharma's investors as non-executive directors on the board of directors of NewAmsterdam Pharma.

The Shareholder Agreement also contained transfer restrictions, preemptive rights, co-sale rights, drag along rights and registration rights, among other matters. The Shareholder Agreement was terminated immediately after giving effect to the Exchange.

### ***PoolCo Shareholders' Agreements***

On March 12, 2021, Wester Investments B.V., BioGeneration Ventures II B.V., BioGeneration II Co-Invest II B.V., BGV II Coöperatief U.A., Forbion Capital Fund II Coöperatief U.A., WestCT B.V., LSP Dementia Fund Coöperatieve U.A., Diomedea Medical B.V., LouFré Holding B.V. incorporated NAP PoolCo B.V. ("PoolCo").

## Table of Contents

The purpose of this entity is holding ordinary shares, non-voting convertible shares, Series A Preferred Shares in the capital of NewAmsterdam Pharma, including any depositary receipts issued for such shares, or options for these depositary receipts (the “Participations”).

The shareholders of PoolCo, PoolCo, NewAmsterdam Pharma, Stichting Administratiekantoor NewAmsterdam Pharma and Stichting Administratiekantoor EPNAP (the latter two, the “STAKs”) entered into a shareholders agreement (the “PoolCo SHA”) to govern, among others, the participation of the shareholders of PoolCo, their indirect participation in NewAmsterdam Pharma, board composition, transfer restrictions, future issuance of Participations and distributions.

In connection with the consummation of the Business Combination, the PoolCo SHA was amended (i) to allow and reflect the Exchange, (ii) to reflect the termination of the Shareholder Agreement, and (iii) to incorporate certain other minor amendments.

### ***Intercompany Agreements***

#### *Services Agreement*

On November 23, 2022, Holdco entered into a services agreement with each of its subsidiaries (the “Service Agreement”). The Service Agreement provides that Holdco is responsible for providing to each of its direct and indirect subsidiaries certain services in support of their business operations. Holdco will provide the services on an ongoing basis and will also include specific tasks such as legal, financial, strategic, monitoring, advisory, IP development, tax and administrative services. Holdco provides the services on a cost-plus basis. Holdco and each subsidiary may terminate the Service Agreement at any time upon one month’s prior notice.

In connection with an internal reorganization NewAmsterdam Pharma entered into various intercompany agreements with its subsidiaries, as described below.

#### *Contract Take-Over Agreement*

On December 10, 2021, NewAmsterdam Pharma and Dezima entered into a contract take-over agreement (the “Contract Take-Over Agreement”) pursuant to which NewAmsterdam Pharma assigned all of its rights and obligations under its agreements with third parties to Dezima, and Dezima accepted the assignment, so that Dezima became the primary operating entity with the Group Companies.

#### *Intercompany Agreement and IP Assignment*

In October 2021, NewAmsterdam Pharma and Dezima entered into an assignment agreement (the “IP Assignment Agreement”) whereby NewAmsterdam assigned to Dezima a pending patent application for obicetrapib. On December 4, 2020, NewAmsterdam Pharma, Dezima and NewAmsterdam Pharma Corporation entered into an intercompany agreement (the “Intercompany Agreement”) pursuant to which various activities, including management, research and development, regulatory affairs and production, among others, were divided among the parties. The agreement specifically provides that Dezima will continue to own all of the intellectual property, including all right, title and interest in and to any and all data, results, inventions, discoveries and material, as well as the intellectual property rights acquired, conceived, discovered, invented, developed, created, made or reduced to practice in the performance of the services under the Intercompany Agreement. The Intercompany Agreement may be terminated by either party upon 180 days’ prior notice and unless terminated, will continue automatically renewing for successive 1-year terms.

#### *Naarden Lease*

On March 1, 2020, NewAmsterdam Pharma and an affiliate of Forbion entered into a services agreement (the “Naarden Lease”) pursuant to which the Forbion affiliate leased office space to NewAmsterdam Pharma. NewAmsterdam Pharma pays €3,333 per month in rent. Between March 2020 and September 2020, NewAmsterdam Pharma received a 25% discount on its monthly rent in recognition of the COVID-19 pandemic.

## [Table of Contents](#)

Either party may terminate the Naarden Lease upon one month's prior notice to the other, and with immediate effect in the event the other party is in serious breach and has not cured within a reasonable period of time, but in no event later than 14 days after receiving notice of such breach.

### ***Indemnification Agreements***

The Articles of Association provide for certain indemnification rights for our current and former directors and other current and former officers and employees as designated by the Board of Directors. We have also entered into indemnification agreements with each of our directors and executive officers providing for procedures for indemnification and advancements by us of certain expenses and costs relating to claims, suits or proceedings arising from his or her service to us or, at our request, service to other entities, as officers or directors to the maximum extent permitted by Dutch law and subject to the exceptions provided in such agreements.

### ***Review, Approval or Ratification of Transactions with Related Persons***

In connection with the closing of the Business Combination, we adopted a related party transaction policy that will require the review and, if applicable, approval or ratification of any related party transaction by the Board of Directors, its audit committee or another designated committee consisting solely of independent directors. Our audit committee will review this related party transaction policy periodically and will recommend changes to the Board of Directors as appropriate.

In addition, under Dutch law and the Articles of Association, our directors may 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 us with the required level of integrity and objectivity due to the existence of the conflicting personal interest. The 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 our directors had a conflict of interest. In that latter case, each of our director is entitled to participate in the discussion and decision-making process and to cast a vote.

### **Pre-Business Combination FLAC Related Party Transactions**

#### ***Promissory Note***

On October 7, 2020, Sponsor and FLAC entered into a promissory note (the "Sponsor Promissory Note") in aggregate principal amount of up to \$300,000 to be used for the payment of costs related to the FLAC IPO. The Sponsor Promissory Note was non-interest bearing and principal amount outstanding was payable in full on the earlier of (1) December 31, 2021 and (2) the date of the FLAC IPO. FLAC borrowed \$83,000 under the Sponsor Promissory Note and the full amount was repaid on December 14, 2020.

#### ***Founder Shares***

On October 7, 2020, prior to the FLAC's initial public offering (the "FLAC IPO"), the Sponsor purchased 2,875,000 FLAC Class B Ordinary Shares for an aggregate purchase price of \$25,000. On November 20, 2020, the Sponsor transferred 30,000 Founder Shares to each of Robert F. Baltera, Michael F. Bigham, Carol G. Gallagher, Krishna R. Polu and David Topper, as adjusted by the share sub-division described below. On December 8, 2020, FLAC effected a share sub-division, resulting in there being an aggregate of 3,450,000 FLAC Class B Ordinary Shares (the "Founder Shares") outstanding.

Each of the FLAC Initial Shareholders agreed, for no additional consideration, to waive such holder's redemption rights with respect to the Founder Shares and FLAC Public Shares held by the FLAC Initial

## Table of Contents

Shareholders in connection with the consummation of the Business Combination. 501,000 outstanding FLAC Class A Ordinary Shares issued as part of the private placement units that were issued to the Sponsor in a private placement simultaneously with the closing of the FLAC IPO, which are identical to the units sold in the FLAC IPO, subject to certain limited exceptions (the “FLAC Private Placement Units”) were excluded from the pro rata calculation used to determine the per-share redemption price. Prior to the Business Combination, the FLAC Initial Shareholders owned approximately 19% of the issued and outstanding FLAC Class A Ordinary Shares issued in the FLAC IPO (the “FLAC Public Shares”), including all of the Founder Shares. The FLAC Initial Shareholders agreed to vote any Founder Shares and FLAC Public Shares owned by them in favor of the Business Combination and related transactions. The Founder Shares were subject to transfer restrictions. The amended and restated articles of association of FLAC (the “FLAC Articles of Association”) included a conversion adjustment which provided that the Founder Shares would automatically convert at the time of the Business Combination into a number of FLAC Class A Ordinary Shares one day after the closing of the Business Combination, at a conversion rate that entitled the FLAC Initial Shareholders to continue to own, in the aggregate, approximately 19% of the issued and outstanding FLAC Ordinary Shares after giving effect to the PIPE Financing. However, the FLAC Initial Shareholders agreed to waive such conversion adjustment pursuant to the Sponsor Support Agreement. As a result, each remaining Founder Share was exchanged for one Ordinary Share at the closing of the Business Combination, such that the FLAC Initial Shareholders held approximately 4.8% of the total number of Ordinary Shares outstanding immediately after the consummation of the Business Combination.

### ***Private Placement Units***

Simultaneously with the closing of the FLAC IPO, FLAC consummated the private placement of 501,000 units, at a price of \$10.00 per FLAC Private Placement Unit with the Sponsor, generating gross proceeds of approximately \$5 million. Each FLAC Private Placement Unit consisted of one FLAC Class A Ordinary Share and one-third of one FLAC Private Placement Warrant. Each FLAC Private Placement Warrant entitled the holder to purchase one FLAC Class A Ordinary Share for \$11.50 per share. The FLAC Private Placement Warrants were substantially similar to the FLAC Public Warrants, except that if held by the Sponsor or its permitted transferees, the FLAC Private Placement Warrants (i) may be exercised for cash or on a cashless basis, (ii) were not subject to being called for redemption (except in certain circumstances when the FLAC Public Warrants are called for redemption and a certain price per FLAC Class A Ordinary Share threshold is met) and (iii) subject to certain limited exceptions, including the FLAC Class A Ordinary Shares issuable upon exercise of the FLAC Private Placement Warrants and the FLAC Private Placement Units, were subject to transfer restrictions until 30 days following the consummation of an initial business combination. If the FLAC Private Placement Warrants are held by holders other than the Sponsor or its permitted transferees, the FLAC Private Placement Warrants will be redeemable by FLAC in all redemption scenarios and exercisable by holders on the same basis as the FLAC Public Warrants.

### ***FLAC IPO***

Frazier Life Sciences X, L.P. purchased 1,000,000 FLAC Public Units in the FLAC IPO at the public offering price of \$10.00 per FLAC Public Unit, generating gross proceeds of approximately \$10 million. Each FLAC Public Unit consisted of one FLAC Class A Ordinary Share and one-third of one FLAC Public Warrant. Each FLAC Public Warrant entitled the holder to purchase one FLAC Class A Ordinary Share for \$11.50 per share. Frazier Life Sciences X, L.P. is the sole member of the Sponsor. FHMLS X, L.P. is the general partner of Frazier Life Sciences X, L.P. and FHMLS X, L.L.C. is the general partner of FHMLS X, L.P. Patrick J. Heron and James N. Topper are the members of FHMLS X, L.L.C.

### ***Registration and Shareholder Rights***

The former holders of the Founder Shares, FLAC Private Placement Units, FLAC Private Placement Shares, FLAC Private Placement Warrants, FLAC Class A Ordinary Shares underlying the FLAC Private Placement



## Table of Contents

Warrants and units that may be issued upon conversion of working capital loans, if any, held registration rights pursuant to the registration and shareholder rights agreement entered into upon consummation of the FLAC IPO (the “Registration Rights Agreement”). The holders of these securities were entitled to make up to three demands that FLAC register the Private Placement Warrants, FLAC Class A Ordinary Shares underlying the Private Placement Warrants and FLAC Class B Ordinary Shares. In addition, the holders had certain unlimited “piggy-back” registration rights with respect to certain registration statements filed by FLAC subsequent to its completion of an initial business combination and rights to require FLAC to register for resale such securities pursuant to Rule 415 under the Securities Act provided that the holders propose to sell securities at an aggregate offering price of at least \$10 million. However, the Registration Rights Agreement provided that FLAC will not permit any registration statement filed under the Securities Act to become effective until termination of the applicable lock up period. FLAC will bear the expenses incurred in connection with the filing of any such registration statements.

Further, the holders of the Founder Shares, FLAC Private Placement Units, FLAC Private Placement Shares, FLAC Private Placement Warrants, and FLAC Class A Ordinary Shares underlying the Private Placement Warrants received certain shareholder rights which were to become effective upon the consummation of the Business Combination and continue so long as the Sponsor holds any registrable securities. These rights included, the right of the Sponsor to designate up to six individuals to be nominated to serve as directors of the FLAC Board. FLAC would have been required to use its best efforts to take all necessary and desirable actions so that the Sponsor’s nominees remain on the FLAC Board.

At the closing of the Business Combination, the Registration Rights Agreement automatically terminated pursuant to its terms and we entered into the Investor Rights Agreement, pursuant to which the Sponsor is entitled to certain registration rights with respect to the Ordinary Shares. The Investor Rights Agreement provides registration rights to the FLAC Initial Shareholders who hold an aggregate of 4,951,000 Ordinary Shares. The 4,500,000 Ordinary Shares acquired by affiliates of the Sponsor in the PIPE Financing also received registration rights as provided for in the Subscription Agreement.

### ***Administrative Services Agreement***

On December 8, 2020, FLAC entered into an administrative services agreement pursuant to which it agreed to pay the Sponsor a total of \$10,000 per month for office space, utilities and administrative support. Such agreement automatically terminated upon the closing of the Business Combination pursuant to its terms.

### ***Letter Agreement***

On December 8, 2020, FLAC entered into a letter agreement with the Sponsor and each executive officer and director of FLAC, pursuant to which each of the Sponsor and each executive officer and director of FLAC agreed to vote any Founder Shares and FLAC Public Shares held by him, her or it in favor of the Company’s initial business combination; to facilitate the liquidation and winding up of the Company if an initial business combination is not consummated within 24 months of the closing of the FLAC IPO; to certain transfer restrictions with respect to FLAC’s securities; to certain indemnification obligations of the Sponsor; and FLAC has agreed not to enter into a definitive agreement regarding an initial business combination without the prior consent of the Sponsor. At the closing of the Business Combination, the letter agreement automatically terminated pursuant to its terms. The Sponsor and each executive officer and director of FLAC also agreed to waive any redemption rights, in connection with the Business Combination. The Founder Shares held by the FLAC Initial Shareholders have no redemption rights upon the liquidation of FLAC.

**PRINCIPAL SECURITYHOLDERS**

The following table sets forth information regarding the actual beneficial ownership of Ordinary Shares as of December 13, 2022, by:

- each person, or group of affiliated persons, known by the Company to beneficially own more than 5% of outstanding Ordinary Shares;
- each of our executive officers or directors; and
- all of our executive officers and directors, as a group.

The SEC has defined “beneficial ownership” of a security to mean the possession, directly or indirectly, of voting power and/or investment power over such security. A shareholder is also deemed to be, as of any date, the beneficial owner of all securities that such shareholder has the right to acquire within 60 days after that date through (i) the exercise of any option, warrant or right, (ii) the conversion of a security, (iii) the power to revoke a trust, discretionary account or similar arrangement, or (iv) the automatic termination of a trust, discretionary account or similar arrangement. In computing the number of shares beneficially owned by a person and the percentage ownership of that person, ordinary shares subject to options or other rights (as set forth above) held by that person that are currently exercisable, or will become exercisable within 60 days thereafter, are deemed outstanding, while such shares are not deemed outstanding for purposes of computing percentage ownership of any other person. Each person named in the table has sole voting and investment power with respect to all of the ordinary shares shown as beneficially owned by such person, except as otherwise indicated in the table or footnotes below.

The beneficial ownership of Ordinary Shares is based on 81,559,780 Ordinary Shares issued and outstanding, as of December 13, 2022, and do not take into account the issuance of any shares upon the exercise of Warrants to purchase 4,767,000 Ordinary Shares other than as noted below. Unless otherwise indicated, we believe that all persons named in the table below have sole voting and investment power with respect to all Ordinary Shares beneficially owned by them. To our knowledge, no Ordinary Shares beneficially owned by any executive officer, director or director nominee have been pledged as security. None of our shareholders has different voting rights from other shareholders.

<b>Beneficial Owner</b>	<b>Number of Ordinary Shares</b>	<b>Percentage of All Ordinary Shares</b>
<b><i>Executive Officers and Directors</i></b>		
Juliette Audet <sup>(1)</sup>	6,635,391	8.14%
Michael Davidson, M.D. <sup>(2)</sup>	1,518,543	1.85%
Nicholas Downing, M.D. <sup>(3)</sup>	—	—
John Kastelein, M.D., Ph.D, FESC <sup>(4)</sup>	1,508,148	1.83%
Louis Lange, M.D., Ph.D. <sup>(5)</sup>	39,463	*
Sander Slootweg <sup>(6)</sup>	19,421,688	23.81%
James N. Topper, M.D., Ph.D. <sup>(7)</sup>	9,801,333	11.94%
Marc Ditmarsch, M.D. <sup>(8)</sup>	256,070	*
Lina Gugucheva <sup>(9)</sup>	237,365	*
Douglas Kling <sup>(10)</sup>	295,225	*
Louise Kooij <sup>(11)</sup>	183,429	*
<b>All executive officers and directors as a group (11 persons)</b>	<b>33,261,264</b>	<b>39.47%</b>

## Table of Contents

Beneficial Owner	Number of Ordinary Shares	Percentage of All Ordinary Shares
<b>Other 5% Shareholders</b>		
Morningside Venture Investments Limited <sup>(12)</sup>	5,065,846	6.21%
Entities affiliated with Forbion <sup>(13)</sup>	19,421,688	23.81%
Saga Investments Coöperatief U.A. <sup>(14)</sup>	4,910,000	6.02%
Stichting Administratiekantoor NewAmsterdam Pharma <sup>(15)</sup>	5,326,818	6.53%
Frazier Lifesciences Sponsor LLC and affiliates <sup>(16)</sup>	9,801,333	11.94%
Entities affiliated with Bain Capital Life Sciences Investors, LLC <sup>(17)</sup>	8,400,000	10.29%
RA Capital Healthcare Fund, L.P. <sup>(18)</sup>	4,333,333	5.29%

\* Indicates beneficial ownership of less than 1% of total outstanding Ordinary Shares.

- (1) Consists of (i) 6,635,391 Ordinary Shares held by Forbion Capital Fund IV Coöperatief U.A. (“Forbion IV”) inclusive of 1,500,000 Ordinary Shares subscribed for in connection with the PIPE Financing. The address for Forbion IV is Gooimeer 2-35, 1411 DC Naarden, the Netherlands. Forbion IV Management B.V. (“Forbion IV Management”), the director of Forbion IV, may be deemed to have voting and dispositive power over the Ordinary Shares held by Forbion IV. Investment decisions with respect to the Ordinary Shares held by Forbion IV can be made by its investment committee which may delegate such powers to the authorized representatives of Forbion IV Management. Mssrs. Slootweg, van Osch, Mulder, van Houten, van Deventer, Reithinger, Kersten and Boorsma are partners of Forbion IV Management, which acts as the investment advisor to the director of Forbion IV. Ms. Audet and Mr. Slootweg are members of the investment committee of Forbion IV. Forbion IV Management disclaims beneficial ownership of the shares, except to the extent of their pecuniary interest therein.
- (2) Consists of (i) 189,784 Ordinary Shares, (ii) options to purchase 719,980 Ordinary Shares, exercisable within 60 days of December 13, 2022 and (iii) 608,779 Ordinary Shares subject to forfeiture underlying depository receipts issued by Stichting Administratiekantoor EPNAP (“STAK EPNAP”). STAK EPNAP has sole voting and investment power over the securities described in (iii) while underlying the depository receipts and are presented here because the depository receipts can be cancelled by the board of directors of STAK EPNAP at any time as a consequence of which the shareholder will become the beneficial owner of the securities underlying the depository receipts.
- (3) Does not include Ordinary Shares held by the Bain Capital Life Sciences Entities (as defined below). Dr. Downing serves as a Principal of Bain Capital Life Sciences Investors, LLC.
- (4) Consists of (i) 268,472 Ordinary Shares held by Futurum B.V. (“Futurum”) through NAP PoolCo B.V. (“PoolCo”), (ii) 228,881 Ordinary Shares underlying depository receipts issued by STAK NAP (as defined below) which are held by Futurum through PoolCo and (iii) options to purchase 970,307 Ordinary Shares held by Futurum through PoolCo and options to purchase 40,488 Ordinary Shares held by Dr. Kastelein directly, each exercisable within 60 days of December 13, 2022. STAK NAP has sole voting and investment power over the securities described in (ii) underlying the depository receipts and are presented here because the depository receipts can be cancelled by the board of directors of STAK NAP at any time as a consequence of which the shareholder will become the beneficial owner of the securities underlying such depository receipts.
- (5) Consists of options to purchase 39,463 Ordinary Shares, exercisable within 60 days of December 13, 2022.
- (6) Consists of the Ordinary Shares described in Note 13. Mr. Slootweg disclaims beneficial ownership of the shares referenced in Note 13, except to the extent of his pecuniary interest therein, if any.
- (7) Consists of the shares described in Note 16. Dr. Topper disclaims beneficial ownership of the shares referenced in Note 16, except to the extent of his pecuniary interest therein, if any.

## Table of Contents

- (8) Consists of options to purchase 241,260 Ordinary Shares held by Diomedea Medical B.V. through PoolCo and options to purchase 14,810 Ordinary Shares held by Dr. Ditmarsch directly, each exercisable within 60 days of December 13, 2022.
- (9) Consists of options to purchase 237,365 Ordinary Shares, exercisable within 60 days of December 13, 2022.
- (10) Consists of options to purchase 295,225 Ordinary Shares, exercisable within 60 days of December 13, 2022.
- (11) Consists of options to purchase 165,512 Ordinary Shares held by LouFré Management B.V. through PoolCo and options to purchase 8,958 Ordinary Shares held by Ms. Kooij directly, each exercisable within 60 days of December 13, 2022.
- (12) Consists of 5,065,846 Ordinary Shares directly and beneficially held by Morningside Venture Investments Limited (“Morningside”), inclusive of 500,000 Ordinary Shares subscribed for in connection with the PIPE Financing. Frances Anne Elizabeth Richard, Jill Marie Franklin, Peter Stuart Allenby Edwards and Cheung Ka Ho are the directors of Morningside and share voting and dispositive power with respect to the securities held by Morningside. Each of Ms. Richard, Ms. Franklin, Mr. Edwards and Mr. Ho disclaim beneficial ownership of the Ordinary Shares held by Morningside except to the extent of their pecuniary interest therein. Morningside is ultimately wholly beneficially owned by a trust over which Adriel Wenbwo Chan and Wong Yuk Lan share authority to remove the trustee. The address of Morningside is c/o THC Management Services S.A.M., 2nd Floor, Le Prince de Galles, 3-5 Avenue des Citronniers, MC 98000, Monaco. The information herein is based solely on the Schedule 13G filed by Morningside, Ms. Richard, Ms. Franklin, Mr. Edwards and Mr. Ho on December 2, 2022.
- (13) Consists of (i) 6,635,391 Ordinary Shares held by Forbion IV, inclusive of 1,500,000 Ordinary Shares subscribed for in connection with the PIPE Financing, (ii) 4,543,897 Ordinary Shares held by Forbion Growth Opportunities Fund I Coöperatief U.A. (“Forbion Growth”), inclusive of 1,500,000 Ordinary Shares subscribed for in connection with the PIPE Financing and (iii) 7,812,300 Ordinary Shares held by Forbion Capital Fund II Coöperatief U.A. (“Forbion II”) through PoolCo, including 2,828,380 Ordinary Shares underlying depository receipts issued by STAK NAP. The address for the Forbion entities is Gooimeer 2-35, 1411 DC Naarden, the Netherlands.

Forbion IV Management, the director of Forbion IV, may be deemed to have voting and dispositive power over the Ordinary Shares held by Forbion IV. Investment decisions with respect to the Ordinary Shares held by Forbion IV can be made by its investment committee which may delegate such powers to the authorized representatives of Forbion IV Management. Msrs. Slootweg, van Osch, Mulder, van Houten, van Deventer, Reithinger, Kersten and Boorsma are partners of Forbion IV Management, which acts as the investment advisor to the director of Forbion IV. Mr. Slootweg is a member of the board of directors and is a partner of Forbion IV Management and a member of the investment committee of Forbion IV. Forbion IV Management disclaims beneficial ownership of the Ordinary Shares, except to the extent of their pecuniary interest therein.

Forbion Growth Management B.V. (“Growth Management”), the director of Forbion Growth, may be deemed to have voting and dispositive power over the Ordinary Shares held by Forbion Growth. Investment decisions with respect to the Ordinary Shares held by Forbion Growth can be made by its investment committee which may delegate such powers to the authorized representatives of Growth Management. Msrs. Slootweg, van Osch, Mulder, van Houten, van Deventer, Reithinger, Kersten, Joustra and Boorsma are partners of Growth Management, which acts as the investment advisor to the director of Forbion Growth. Mr. Slootweg is a member of the board of directors and is a partner of Growth Management and a member of the investment committee of Forbion Growth. Growth Management disclaims beneficial ownership of the Ordinary Shares, except to the extent of their pecuniary interest therein.

Forbion II Management B.V. (“Forbion II Management”), the director of Forbion II, may be deemed to have voting and dispositive power over the Ordinary Shares held by Forbion II. Investment decisions with respect to the Ordinary Shares held by Forbion II can be made by its investment committee which may delegate such powers to the authorized representatives of Forbion II Management. Msrs. Slootweg, van Osch,

## Table of Contents

Mulder, van Deventer, Reithinger, and Bergstein are (ex)partners of Forbion II Management, which may act as the investment advisor to the director of Forbion II. Mr. Slootweg is a member of the board of directors and is a partner of Forbion II Management and a member of the investment committee of Forbion II. Forbion II Management and its partners disclaims beneficial ownership of the Ordinary Shares, except to the extent of their pecuniary interest therein. 4,983,920 Ordinary Shares are held by Forbion II through PoolCo.

BioGeneration II Management B.V. (“BGM II”) is the director of (1) BioGeneration Ventures II B.V., which, through PoolCo, holds 415,873 Ordinary Shares underlying depositary receipts issued by STAK NAP, (2) BGV II Coöperatief U.A. which, through PoolCo, holds 2,269 Ordinary Shares underlying depositary receipts issued by STAK NAP, and (3) BioGeneration II Co-Invest B.V. which through PoolCo holds 11,958 Ordinary Shares underlying depositary receipts issued by STAK NAP. BGM II is an indirect joint venture between the BGM investment team and the partners of Forbion II Management. Mr. Slootweg is a member of the board of directors and is a partner of Forbion II and a member of the investment committee of BGM II. BGM II disclaims beneficial ownership of the Ordinary Shares, except to the extent of their pecuniary interest therein.

- (14) Amgen Singapore Manufacturing Pte. Ltd. (“Amgen Singapore”) is the sole shareholder of Saga Investments Coöperatief U.A. Amgen Technology, Limited (“Amgen Technology”) is the sole shareholder of Amgen Singapore and Onyx Pharmaceuticals, Inc. (“Onyx”) and Amgen Inc. (“Amgen”) are the shareholders of Amgen Technology. As a result, Amgen Singapore, Amgen Technology Onyx and Amgen may each be deemed to share beneficial ownership of the Ordinary Shares held of record by Saga Investments Coöperatief U.A. The business address is Minervum 7061, 4817 ZK Breda, The Netherlands. The information herein is based solely on the Schedule 13G filed by the Saga Investments Coöperatief U.A., Amgen Singapore, Amgen Technology, Onyx and Amgen on December 2, 2022.
- (15) Stichting Administratiekantoor NewAmsterdam Pharma (“STAK NAP”) is a Dutch foundation which holds Ordinary Shares on behalf of the holders of depositary receipts issued by STAK NAP. STAK NAP has issued depositary receipts to the participants with each depositary receipt representing the relevant underlying security. Pursuant to STAK NAP’s governing documents, STAK NAP, through its board, has the power to exercise all rights associated with the Ordinary Shares underlying the depositary receipts. As a result, STAK NAP may be deemed to have voting power over such securities. 2,828,380 Ordinary Shares owned by Forbion II are underlying the depositary receipts held through STAK NAP. Forbion International Management B.V. (“FIM”) is the sole director of STAK NAP and may be deemed to have voting and dispositive power of the Ordinary Shares held by STAK NAP. Mssrs. Slootweg, Van Osch, Reithinger, Mulder, Van Houten and Boorsma are the directors of FIM. FIM and its directors disclaim beneficial ownership of the Ordinary Shares.
- (16) Consists of 3,801,000 Ordinary Shares and Warrants to purchase 167,000 Ordinary Shares held by Frazier Lifesciences Sponsor LLC (the “Sponsor”). The sole member of the Sponsor is Frazier Life Sciences X, L.P. (“FLS X”). FHMLS X, L.P. is the general partner of FLS X and FHMLS X, L.L.C. is the general partner of FHMLS X, L.P. Patrick J. Heron and James N. Topper are the members of FHMLS X, L.L.C. and managers of each of FLS X, FHMLS X, L.P. and FHMLS X, L.L.C.

Also included in the total number is (i) 1,000,000 Ordinary Shares and Warrants to purchase 333,333 Ordinary Shares held by FLS X, (ii) 2,000,000 Ordinary Shares subscribed for by FLS X in connection with the PIPE Financing, (iii) 500,000 Ordinary Shares subscribed for by Frazier Life Sciences XI, L.P. (“FLS XI”) in connection with the PIPE Financing, (iv) 1,000,000 Ordinary Shares subscribed for by Frazier Life Sciences Public Fund, L.P. (“FLSPF”), in connection with the PIPE Financing and (v) 1,000,000 Ordinary Shares subscribed for by Frazier Life Sciences Overage Fund, L.P. (“FLSOF”) in connection with the PIPE Financing. FHMLS XI, L.P. is the general partner of FLS XI and FHMLS XI, L.L.C. is the general partner of FHMLS XI, L.P. Patrick J. Heron, Dan Estes and James N. Topper are the members of FHMLS XI, L.L.C. and managers of each of FLS XI, FHMLS XI, L.P. and FHMLS XI, L.L.C. FHMLSP, L.P. is the general partner of FLSPF and FHMLSP, L.L.C. is the general partner of FHMLSP, L.P. Patrick J. Heron, James N. Topper, and Dan Estes are the members of FHMLSP, L.L.C. and managers of each of FLSPF, FHMLSP, L.P. and FHMLSP, L.L.C. FHMLSP Overage, L.P., is the general partner of FLSOF and

## Table of Contents

FHMLSP Overage, L.L.C. is the general partner of FHMLSP Overage, L.P. Patrick J. Heron, James N. Topper, Albert Cha and James Brush are the members of FHMLSP Overage, L.L.C. and managers of each of FLSOF, FHMLSP Overage, L.P. and FHMLSP Overage, L.L.C. The information herein is based solely on the Schedule 13D filed by the Sponsor, FLS X, FLS XI, FLSPF, FLSOF, FHMLS X, L.P., FHMLS X, L.L.C., FHMLS XI, L.P., FHMLS XI, L.L.C., FHMLSP, L.P., FHMLSP, L.L.C., FHMLSP Overage, L.P., FHMLSP Overage, L.L.C., Mr. Cha, Mr. Brush, Mr. Heron, Mr. Estes and Mr. James Topper on December 2, 2022. The address of these holders is Two Union Square, 601 Union St., Suite 3200, Seattle, WA 98101.

- (17) Consists of (i) 4,000,000 Ordinary Shares held by BCLS II Investco, LP (“BCLS II Investco”) subscribed for in connection with the PIPE Financing, (ii) 4,000,000 Ordinary Shares held by BCLS Fund III Investments, LP (“BCLS Fund III”) subscribed for in connection with the PIPE Financing, (iii) 267,429 Ordinary Shares and Warrants to purchase 89,143 Ordinary Shares held by Bain Capital Life Sciences Fund II, L.P. (“BCLS Fund II”) and (iv) 32,571 Ordinary Shares and Warrants to purchase 10,857 Ordinary Shares held by BCIP Life Sciences Associates, LP (“BCIPLS”) and, together with BCLS II Investco, BCLS Fund III and BCLS Fund II, the “Bain Capital Life Sciences Entities”). Bain Capital Life Sciences Investors, LLC (“BCLSI”) (a) is the manager of Bain Capital Life Sciences Investors II, LLC, which is the general partner of BCLS Fund II, which is the manager of BCLS II Investco (GP), LLC, which is the general partner of BCLS II Investco, (b) is the manager of Bain Capital Life Sciences III General Partner, LLC, which is the general partner of Bain Capital Life Sciences Fund III, L.P., which is the member of BCLS Fund III Investments GP, LLC, which is the general partner of BCLS Fund III, and (c) governs the investment strategy and decision-making process with respect to investments held by BCIPLS. As a result, BCLSI may be deemed to share voting and dispositive power with respect to the securities held by the Bain Capital Life Sciences Entities. The address of the Bain Capital Life Sciences entities is c/o Bain Capital Life Sciences, LP, 200 Clarendon Street, Boston, MA 02116. The information herein is based solely on the Schedule 13D filed by the Bain Capital Life Sciences Entities on December 2, 2022.
- (18) Consists of 4,000,000 Ordinary Shares and Warrants to purchase 333,333 Ordinary Shares held RA Capital Healthcare Fund, L.P. (“RACHF”). RA Capital Management, L.P. (“RA Capital”) is the investment manager for RACHF. The general partner of RA Capital is RA Capital Management GP, LLC, of which Peter Kolchinsky and Rajeev Shah are the managing members. Each of Mr. Kolchinsky and Mr. Shah may be deemed to have voting and investment power over the Ordinary Shares held by RACHF. Mr. Kolchinsky and Mr. Shah disclaim beneficial ownership of such shares, except to the extent of any pecuniary interest therein. RA Capital serves as investment adviser for RACHF and may be deemed a beneficial owner of the securities described herein as held by RACHF. RACHF has delegated to RA Capital the sole power to vote and the sole power to dispose of all securities held in RACHF’s portfolios, including the Ordinary Shares reported herein. Because RACHF has divested itself of voting and investment power over the reported securities they hold and may not revoke that delegation on less than 61 days’ notice, RACHF disclaims beneficial ownership of the securities they hold. The business address of the persons and entities set forth herein is 200 Berkeley Street, 18th Floor, Boston, MA 02116. The information herein is based solely on the Schedule 13G filed by RACHF, RA Capital, Mr. Kolchinsky and Mr. Shah on December 2, 2022.

## SELLING SECURITYHOLDERS

This prospectus also relates to the offer and sale, from time to time, by the Selling Securityholders or their permitted transferees of up to 77,092,642 Ordinary Shares which consists of (i) up to 23,460,000 PIPE Shares, (ii) up to 48,865,642 IRA Shares, (iii) up to 167,000 Ordinary Shares that are issuable upon the exercise of the Private Placement Warrants, (iv) up to 4,600,000 Ordinary Shares that are issuable upon the exercise of the Public Warrants, and (v) up to 167,000 Private Placement Warrants. This prospectus also covers any additional securities that may become issuable by reason of share splits, share dividends or other similar transactions.

The Selling Securityholders may from time to time offer and sell any or all of the Ordinary Shares or Warrants set forth below pursuant to this prospectus and any accompanying prospectus supplement. As used in this prospectus, the term “Selling Securityholders” includes the persons listed in the table below, together with any additional selling stockholders listed in a subsequent amendment to this prospectus, and their pledgees, donees, transferees, assignees, successors, designees and others who later come to hold any of the Selling Securityholders’ interests in the Ordinary Shares or Warrants, other than through a public sale.

Selling Securityholders holding 48,865,642 Ordinary Shares set forth below are subject to the terms of the Investor Rights Agreement, which includes restrictions on transfer until the termination of the applicable lock-up period. Under the Investor Rights Agreement, such Selling Securityholders agreed not to sell, assign, offer to sell, contract, pledge, grant, or otherwise dispose of or enter into any swap or other similar arrangement, with respect to the Ordinary Shares they receive in connection with the Business Combination for a period beginning on the Final Closing Date and ending one year after the Final Closing Date of the Business Combination. Certain of the Ordinary Shares may be released prior to the one year anniversary of the Final Closing Date if certain conditions are satisfied. See “*Certain Relationships and Related Person Transactions—Investor Rights Agreement*” for further discussion.

Except as set forth in the footnotes below, the following table sets forth certain information as of December 13, 2022 regarding the beneficial ownership of our Ordinary Shares by the Selling Securityholders and the Ordinary Shares being offered by the Selling Securityholders. The applicable percentage ownership of Ordinary Shares is based on approximately 81,559,780 Ordinary Shares outstanding as of December 13, 2022. Information with respect to Ordinary Shares owned beneficially after the offering assumes the sale of all of the Ordinary Shares registered hereby. The Selling Securityholders may offer and sell some, all or none of their Ordinary Shares.

Beneficial ownership is determined in accordance with the rules and regulations of the SEC. A person is a “beneficial owner” of a security if that person has or shares “voting power,” which includes the power to vote or to direct the voting of the security, or “investment power,” which includes the power to dispose of or to direct the disposition of the security, or has the right to acquire such powers within 60 days.

Unless otherwise noted in the footnotes to the following table, and subject to applicable community property laws, the persons and entities named in the table have sole voting and investment power with respect to their beneficially owned Ordinary Shares.

Please see the section titled “*Plan of Distribution*” in this prospectus for further information regarding the Selling Securityholders’ method of distributing these Ordinary Shares.

Name of Selling Securityholder	Ordinary Shares				Warrants to Purchase Ordinary Shares			
	Shares Owned Before the Offering (#)	Shares Being Offered (#)	Shares Owned After the Offering		Warrants Owned Before the Offering (#)	Warrants Being Offered (#)	Warrants Owned After the Offering	
			(#)(** ***)	(%)(** ***)			(#)(** ***)	(%)(** ***)
Bay II Resource Partners, L.P. <sup>(1)</sup>	234,000	234,000	—	—	—	—	—	—
Bay Resource Partners Offshore Master Fund, L.P. <sup>(2)</sup>	375,000	375,000	—	—	—	—	—	—

[Table of Contents](#)

Name of Selling Securityholder	Ordinary Shares				Warrants to Purchase Ordinary Shares			
	Shares Owned Before the Offering (#)	Shares Being Offered (#)	Shares Owned After the Offering		Warrants Owned Before the Offering (#)	Warrants Being Offered (#)	Warrants Owned After the Offering	
			(#)(**) (***)	(%)(**) (***)			(#)(**) (***)	(%)(**) (***)
Bay Resource Partners, L.P. <sup>(3)</sup>	347,000	347,000	—	—	—	—	—	—
Forbion Capital Fund IV Cooperatief U.A. <sup>(4)</sup>	6,635,391	6,635,391	—	—	—	—	—	—
Forbion Growth Opportunities Fund I Cooperatief U.A. <sup>(5)</sup>	4,543,897	4,543,897	—	—	—	—	—	—
Frazier Life Sciences Public Fund, L.P. <sup>(6)</sup>	1,000,000	1,000,000	—	—	—	—	—	—
Frazier Life Sciences X, L.P. <sup>(7)</sup>	3,000,000	2,000,000	1,000,000	1.23%	333,333	—	333,333	7.0%
Frazier Life Sciences XI, L.P. <sup>(8)</sup>	500,000	500,000	—	—	—	—	—	—
Harold Randall <sup>(9)</sup>	14,534	10,000	4,534	*	—	—	—	—
Medicxi Co-Invest III LP <sup>(10)</sup>	33,466	33,466	—	—	—	—	—	—
Medicxi III LP <sup>(11)</sup>	1,966,534	1,966,534	—	—	—	—	—	—
Mellon Family Investment Company V <sup>(12)</sup>	100,000	100,000	—	—	—	—	—	—
Morningside Venture Investments Limited <sup>(13)</sup>	5,065,846	5,065,846	—	—	—	—	—	—
NAP PoolCo B.V. <sup>(14)</sup>	—	7,143,852	—	—	—	—	—	—
Panacea Opportunity Fund I, L.P. <sup>(15)</sup>	300,000	300,000	—	—	—	—	—	—
RA Capital Healthcare Fund, L.P. <sup>(16)</sup>	4,000,000	3,000,000	1,000,000	1.23%	333,333	—	333,333	7.0%
Richard King Mellon Foundation <sup>(17)</sup>	100,000	100,000	—	—	—	—	—	—
Thomas E. Claugus <sup>(18)</sup>	44,000	44,000	—	—	—	—	—	—
BCLS II Investco, LP <sup>(19)</sup>	4,000,000	4,000,000	—	—	—	—	—	—
BCLS Fund III Investments, LP <sup>(20)</sup>	4,000,000	4,000,000	—	—	—	—	—	—
Alyeska Master Fund, L.P. <sup>(21)</sup>	207,604	200,000	7,604	*	285,105	—	285,105	5.98%
Frazier Life Sciences Public Overage Fund, L.P. <sup>(22)</sup>	1,000,000	1,000,000	—	—	—	—	—	—
Frazier Lifesciences Sponsor LLC. <sup>(23)</sup>	3,801,000	3,801,000	—	—	167,000	167,000	—	—
Robert F. Baltera <sup>(24)</sup>	30,000	30,000	—	—	—	—	—	—
Michael F. Bigham <sup>(25)</sup>	30,000	30,000	—	—	—	—	—	—
Carol Gallagher <sup>(26)</sup>	30,000	30,000	—	—	—	—	—	—
David Topper <sup>(27)</sup>	30,000	30,000	—	—	—	—	—	—
Krishna R. Polu <sup>(28)</sup>	30,000	30,000	—	—	—	—	—	—
Michael Davidson <sup>(29)</sup>	1,518,543	189,784	1,328,759	1.63%	—	—	—	—
Ivo Bozon <sup>(30)</sup>	264,210	264,210	—	—	—	—	—	—
Stichting Administratiekantoor NewAmsterdam Pharma <sup>(31)</sup>	5,326,818	5,326,818	—	—	—	—	—	—
Ascendant BioCapital SPV I, LLC <sup>(32)</sup>	1,521,949	1,521,949	—	—	—	—	—	—
NAP Investments LLC <sup>(33)</sup>	1,065,364	1,065,364	—	—	—	—	—	—
Biotechnology Value Fund, L.P. <sup>(34)</sup>	819,874	819,874	—	—	—	—	—	—
Biotechnology Value Fund II, L.P. <sup>(35)</sup>	602,386	602,386	—	—	—	—	—	—
Biotechnology Value Trading Fund OS, L.P. <sup>(36)</sup>	99,688	99,688	—	—	—	—	—	—
Population Health Equity Partners V, L.P. <sup>(37)</sup>	1,521,949	1,521,949	—	—	—	—	—	—
Medpace, Inc. <sup>(38)</sup>	532,682	532,682	—	—	—	—	—	—
GL China Opportunities Carry L.P. <sup>(39)</sup>	304,391	304,391	—	—	—	—	—	—



## Table of Contents

Name of Selling Securityholder	Ordinary Shares			Warrants to Purchase Ordinary Shares				
	Shares Owned Before the Offering (#)	Shares Being Offered (#)	Shares Owned After the Offering		Warrants Owned Before the Offering (#)	Warrants Being Offered (#)	Warrants Owned After the Offering	
			(#)(** (***)	(%)(** (***)			(#)(** (***)	(%)(** (***)
JVC JYJ LLC <sup>(40)</sup>	304,391	304,391	—	—	—	—	—	—
Kaiser Foundation Hospitals <sup>(41)</sup>	1,065,364	1,065,364	—	—	—	—	—	—
Kaiser Permanente Group Trust <sup>(42)</sup>	2,176,384	2,176,384	—	—	—	—	—	—
Apeiron SICAV Limited (Presight) <sup>(43)</sup>	152,194	152,194	—	—	—	—	—	—
Janus Henderson Biotech Innovation Master Fund <sup>(44)</sup>	532,929	532,929	—	—	—	—	—	—
Janus Henderson Horizon Fund—Biotechnology Fund <sup>(45)</sup>	30,190	30,190	—	—	—	—	—	—
Stichting Administratiekantoor EPNAP <sup>(46)</sup>	608,779	608,779	—	—	—	—	—	—
Saga Investments Coöperatief U.A. <sup>(47)</sup>	4,910,000	4,910,000	—	—	—	—	—	—
Mitsubishi Tanabe Pharma Corporation <sup>(48)</sup>	3,746,330	3,746,330	—	—	—	—	—	—

\* Less than 1%

\*\* The percentage of Ordinary Shares beneficially owned is computed on the basis of 81,559,780 Ordinary Shares outstanding on the Closing Date, and does not include 4,767,000 Ordinary Shares issuable upon the exercise of our Warrants.

\*\*\* Assumes the sale of all shares offered in this prospectus.

- (1) GMT Capital Corp. (“GMT Capital”) is the general partner of Bay II Resource Partners, L.P. (“Bay II”) and has the power to direct the affairs of Bay II, including voting and disposition of shares. Thomas E. Claugus (“Clausus”) is the President of GMT Capital and in that capacity, directs the operations of Bay II and Clausus may be deemed to beneficially own indirect pecuniary interest as the result of performance-based fees and profit allocations. Each of GMT Capital and Clausus disclaims such beneficial ownership except to the extent ultimately realized. The principal business address of the persons and entities set forth herein is 2300 Windy Ridge Parkway, Suite 550 South, Atlanta, GA 30339.
- (2) GMT Capital is the discretionary investment manager of Bay Resource Partners Offshore Master Fund, L.P. (“Bay Offshore”). GMT Capital has power to direct voting and disposition of shares held by Bay Offshore. Clausus is the President of GMT Capital and in that capacity, directs the voting and disposition of shares held by Bay Offshore. GMT Capital and Clausus may be deemed to beneficially own indirect pecuniary interest as the result of performance-based fees and profit allocations. Each of GMT Capital and Clausus disclaims such beneficial ownership except to the extent ultimately realized. The principal business address of the persons and entities set forth herein is 2300 Windy Ridge Parkway, Suite 550 South, Atlanta, GA 30339.
- (3) GMT Capital is the general partner of Bay Resources Partners, L.P. (“Bay”). Clausus is the President of GMT Capital and in that capacity, directs the operations of Bay. GMT Capital and Clausus may be deemed to beneficially own indirect pecuniary interest as the result of performance-based fees and profit allocations. Each of GMT Capital and Clausus disclaims such beneficial ownership except to the extent ultimately realized. The principal business address of the persons and entities set forth herein is 2300 Windy Ridge Parkway, Suite 550 South, Atlanta, GA 30339.
- (4) Forbion IV Management, the director of Forbion IV, may be deemed to have voting and dispositive power over the Ordinary Shares held by Forbion IV. Investment decisions with respect to the Ordinary Shares held by Forbion IV can be made by its investment committee which may delegate such powers to the authorized representatives of Forbion IV Management. Msrs. Slootweg, van Osch, Mulder, van Houten, van Deventer, Reithinger, Kersten and Boorsma are partners of Forbion IV Management, which acts as the investment advisor to the director of Forbion IV. Mr. Slootweg is a member of the board of directors and is a partner of Forbion IV Management and a member of the investment committee of Forbion IV. Forbion IV Management disclaims beneficial ownership of the Ordinary Shares, except to the extent of their pecuniary interest therein. Mr. Slootweg is a member of our Board of Directors.
- (5) Growth Management, the director of Forbion Growth, may be deemed to have voting and dispositive power over the Ordinary Shares held by Forbion Growth. Investment decisions with respect to the Ordinary Shares held by Forbion Growth can be made by its investment committee which may delegate such powers to the authorized representatives of Growth Management. Msrs. Slootweg, van Osch, Mulder, van Houten, van Deventer, Reithinger, Kersten, Joustra and

## Table of Contents

Boorsma are partners of Growth Management, which acts as the investment advisor to the director of Forbion Growth. Mr. Slootweg is a member of the board of directors and is a partner of Growth Management and a member of the investment committee of Forbion Growth. Growth Management disclaims beneficial ownership of the Ordinary Shares, except to the extent of their pecuniary interest therein. Mr. Slootweg is a member of our Board of Directors.

- (6) FHMLSP, L.P. is the general partner of FLSPF and FHMLSP, L.L.C. is the general partner of FHMLSP, L.P. Patrick J. Heron, James N. Topper, and Mr. Estes are the members of FHMLSP, L.L.C. and managers of each of FLSPF, FHMLSP, L.P. and FHMLSP, L.L.C. The information herein is based solely on the Schedule 13D filed by the Sponsor, FLS X, FLS XI, FLSPF, FLSOF, FHMLS X, L.P., FHMLS X, L.L.C., FHMLS XI, L.P., FHMLS XI, L.L.C., FHMLSP, L.P., FHMLSP, L.L.C., FHMLSP Overage, L.P., FHMLSP Overage, L.L.C., Mr. Cha, Mr. Brush, Mr. Heron, Mr. Estes and Mr. James Topper on December 2, 2022. The principal business address is Two Union Square, 601 Union St., Suite 3200, Seattle, WA 98101.
- (7) FHMLS X, L.P. is the general partner of FLS X and FHMLS X, L.L.C. is the general partner of FHMLS X, L.P. Patrick J. Heron and James N. Topper are the members of FHMLS X, L.L.C. and managers of each of FLS X, FHMLS X, L.P. and FHMLS X, L.L.C. The information herein is based solely on the Schedule 13D filed by the Sponsor, FLS X, FLS XI, FLSPF, FLSOF, FHMLS X, L.P., FHMLS X, L.L.C., FHMLS XI, L.P., FHMLS XI, L.L.C., FHMLSP, L.P., FHMLSP, L.L.C., FHMLSP Overage, L.P., FHMLSP Overage, L.L.C., Mr. Cha, Mr. Brush, Mr. Heron, Mr. Estes and Mr. James Topper on December 2, 2022. The principal business address is Two Union Square, 601 Union St., Suite 3200, Seattle, WA 98101.
- (8) FHMLS XI, L.P. is the general partner of FLS XI and FHMLS XI, L.L.C. is the general partner of FHMLS XI, L.P. Patrick J. Heron, Dan Estes and James N. Topper are the members of FHMLS XI, L.L.C. and managers of each of FLS XI, FHMLS XI, L.P. and FHMLS XI, L.L.C. The information herein is based solely on the Schedule 13D filed by the Sponsor, FLS X, FLS XI, FLSPF, FLSOF, FHMLS X, L.P., FHMLS X, L.L.C., FHMLS XI, L.P., FHMLS XI, L.L.C., FHMLSP, L.P., FHMLSP, L.L.C., FHMLSP Overage, L.P., FHMLSP Overage, L.L.C., Mr. Cha, Mr. Brush, Mr. Heron, Mr. Estes and Mr. James Topper on December 2, 2022. The principal business address is Two Union Square, 601 Union St., Suite 3200, Seattle, WA 98101.
- (9) The principal business address of Mr. Randall is 2300 Windy Ridge Parkway, Suite 550 South, Atlanta, GA 30339.
- (10) Medicxi III GP Limited, a Jersey limited liability company (“MIII GP”), is the sole managing general partner of Medicxi Co-Invest III LP (“Medicxi Co-Invest III”), and Medicxi Ventures Management (Jersey) Limited, a Jersey limited liability company (“Medicxi Manager”), is the sole manager of Medicxi Co-Invest III. MIII GP and Medicxi Manager may be deemed to have voting and dispositive power over the Ordinary Shares held by Medicxi Co-Invest III. Francois Alain Henri Chesnay, Andrew Ian Wignall, Richard Michael Lee, Giles Edward Johnstone-Scott, Francesco De Rubertis Christopher Norden Aldis Patton, and Nigel Crocker are members of the board of directors of the Medicxi Manager, and investment and voting decisions with respect to the Ordinary Shares held by the Medicxi Co-Invest III are made by such directors collectively. The principal business address of the persons and entities set forth herein is c/o Intertrust Fund Services (Jersey) Limited, 44 Esplanade, St. Helier, Jersey JE4 9WG.
- (11) MIII GP, is the sole managing general partner of Medicxi III LP (“Medicxi III”), and Medicxi Ventures Management (Jersey) Limited, a Jersey limited liability company (“Medicxi Manager”), is the sole manager of Medicxi III. MIII GP and Medicxi Manager may be deemed to have voting and dispositive power over the Ordinary Shares held by Medicxi III. Francois Alain Henri Chesnay, Andrew Ian Wignall, Richard Michael Lee, Giles Edward Johnstone-Scott, Francesco De Rubertis and Christopher Norden Aldis Patton, Nigel Crocker are members of the board of directors of the Medicxi Manager, and investment and voting decisions with respect to the Ordinary Shares held by the Medicxi III are made by such directors collectively. The principal business address of the persons and entities set forth herein is c/o Intertrust Fund Services (Jersey) Limited, 44 Esplanade, St. Helier, Jersey JE4 9WG.
- (12) The principal business address of Mellon Family Investment Company V is P.O. Box RKM, Ligonier, PA 15658.
- (13) Frances Anne Elizabeth Richard, Jill Marie Franklin, Peter Stuart Allenby Edwards and Cheung Ka Ho are the directors of MorningsideMorningside and share voting and dispositive power with respect to the securities held by Morningside. Each of Ms. Richard, Ms. Franklin, Mr. Edwards and Mr. Ho disclaim beneficial ownership of the Ordinary Shares held by Morningside except to the extent of their pecuniary interest therein. Morningside is ultimately wholly beneficially owned by a trust over which Adriel Wenbwo Chan and Wong Yuk Lan share authority to remove the trustee. The principal business address of Morningside is c/o THC Management Services S.A.M., 2nd Floor, Le Prince de Galles, 3-5 Avenue des Citronniers, MC 98000, Monaco. The information herein is based solely on the Schedule 13G filed by Morningside, Ms. Richard, Ms. Franklin, Mr. Edwards and Mr. Ho on December 2, 2022.
- (14) The Ordinary Shares held of record by PoolCo are held on behalf of other shareholders who have ultimate voting and investment control over the Ordinary Shares. 268,472 Ordinary Shares are owned by Futurum, an entity controlled by Dr. Kastelein. 4,983,920 Ordinary Shares are owned by Forbion II. Forbion II Management, the director of Forbion II, may be deemed to have voting and dispositive power over the shares held by Forbion II. Investment decisions with

## Table of Contents

respect to the shares held by Forbion II can be made by its investment committee which may delegate such powers to the authorized representatives of Forbion II Management. Msrs. Slootweg, van Osch, Mulder, van Deventer, Reithinger, and Bergstein are (ex)partners of Forbion II Management, which may act as the investment advisor to the director of Forbion II. Mr. Slootweg is a member of the board of directors and is a partner of Forbion II Management and a member of the investment committee of Forbion II. Mr. Slootweg is a member of our Board of Directors. Forbion II Management and its partners disclaims beneficial ownership of the shares, except to the extent of their pecuniary interest therein. 1,891,460 Ordinary Shares are owned by LSP Dementia Fund Coöperatieve U.A. who is controlled by its sole director, LSP Dementia Fund Management B.V. Philip Scheltens and Cillian King are the directors of LSP Dementia Fund Management B.V. and may be deemed to exercise voting and investment control over the Ordinary Shares held by LSP Dementia Fund Coöperatieve U.A.

- (15) Panacea Opportunity Fund I, L.P. (“Panacea”) is a Cayman domiciled limited partnership and is deemed to be controlled by Panacea Opportunity Fund I GP Company, Ltd. (“General Partner”), which is the General Partner of Panacea. The General Partner is 100% owned by Panacea Innovation Limited, which is in turn 100% by an individual named James Huang. James Huang is also a director of Panacea Innovation Limited. The principal business address of Panacea is 400 Concar Drive, San Mateo, CA 94402.
- (16) RA Capital Management, L.P. is the investment manager for RA Capital Healthcare Fund, L.P. (“RACHF”). The general partner of RA Capital Management, L.P. is RA Capital Management GP, LLC, of which Peter Kolchinsky and Rajeev Shah are the managing members. Each of Mr. Kolchinsky and Mr. Shah may be deemed to have voting and investment power over the Ordinary Shares held by RACHF. Mr. Kolchinsky and Mr. Shah disclaim beneficial ownership of such shares, except to the extent of any pecuniary interest therein. The principal business address of the persons and entities set forth herein is 200 Berkeley Street, 18th Floor, Boston, MA 02116. The information herein is based solely on the Schedule 13G filed by RACHF, RA Capital, Mr. Kolchinsky and Mr. Shah on December 2, 2022.
- (17) The principal business address of the Richard King Mellon Foundation is P.O. Box RKM, Ligonier, PA 15658.
- (18) The principal business address of Mr. Claugus is 2300 Windy Ridge Parkway, Suite 550 South, Atlanta, GA 30339.
- (19) BCLSI is the manager of Bain Capital Life Sciences Investors II, LLC, which is the general partner of BCLS Fund II, which is the manager of BCLS II Investco (GP), LLC, which is the general partner of BCLS II Investco. As a result, BCLSI may be deemed to share voting and dispositive power with respect to the securities held by BCLS II Investco. The principal business address of BCLS II Investco is c/o Bain Capital Life Sciences, LP, 200 Clarendon Street, Boston, MA 02116. The information herein is based solely on the Schedule 13D filed by the Bain Capital Life Sciences Entities on December 2, 2022.
- (20) BCLSI is the manager of Bain Capital Life Sciences III General Partner, LLC, which is the general partner of Bain Capital Life Sciences Fund III, L.P., which is the member of BCLS Fund III Investments GP, LLC, which is the general partner of BCLS Fund III. As a result, BCLSI may be deemed to share voting and dispositive power with respect to the securities held by BCLS Fund III. The principal business address of BCLS Fund III is c/o Bain Capital Life Sciences, LP, 200 Clarendon Street, Boston, MA 02116. The information herein is based solely on the Schedule 13D filed by the Bain Capital Life Sciences Entities on December 2, 2022.
- (21) Alyeska Investment Group, L.P., the investment manager of Alyeska Master Fund, L.P. (the “Alyeska Master”), has voting and investment control of the Ordinary Shares held by Alyeska Master. Anand Parekh is the Chief Executive Officer of Alyeska Investment Group, L.P. and may be deemed to be the beneficial owner of such shares. Mr. Parekh, however, disclaims any beneficial ownership of the Ordinary Shares held by Alyeska Master. The registered address of Alyeska Master is at c/o Maples Corporate Services Limited, P.O. Box 309, Umland House, South Church Street George Town, Grand Cayman, KY1-1104, Cayman Islands. The principal business address of Alyeska Investment Group, L.P. is 77 W. Wacker, Suite 700, Chicago IL 60601.
- (22) FHMLSP Overage, L.P., is the general partner of FLSOF and FHMLSP Overage, L.L.C. is the general partner of FHMLSP Overage, L.P. Patrick J. Heron, James N. Topper, Albert Cha and James Brush are the members of FHMLSP Overage, L.L.C. and managers of each of FLSOF, FHMLSP Overage, L.P. and FHMLSP Overage, L.L.C. The principal business address is Two Union Square, 601 Union St., Suite 3200, Seattle, WA 98101. The information herein is based solely on the Schedule 13D filed by the Sponsor, FLS X, FLS XI, FLSPF, FLSOF, FHMLS X, L.P., FHMLS X, L.L.C., FHMLS XI, L.P., FHMLS XI, L.L.C., FHMLSP, L.P., FHMLSP, L.L.C., FHMLSP Overage, L.P., FHMLSP Overage, L.L.C., Mr. Cha, Mr. Brush, Mr. Heron, Mr. Estes and Mr. James Topper on December 2, 2022.
- (23) The Sponsor is governed by a board of managers, consisting of James N. Topper, David Topper and Gordon Empey. The sole member of the Sponsor is FLS X, FHMLS X, L.P. is the general partner of FLS X and FHMLS X, L.L.C. is the general partner of FHMLS X, L.P. Patrick J. Heron and James N. Topper are the members of FHMLS X, L.L.C. The principal business address is Two Union Square, 601 Union St., Suite 3200, Seattle, WA 98101. The information herein is based solely on the Schedule 13D filed by the Sponsor, FLS X, FLS XI, FLSPF, FLSOF, FHMLS X, L.P., FHMLS X, L.L.C., FHMLS XI, L.P., FHMLS XI, L.L.C., FHMLSP, L.P., FHMLSP, L.L.C., FHMLSP Overage, L.P., FHMLSP Overage, L.L.C., Mr. Cha, Mr. Brush, Mr. Heron, Mr. Estes and Mr. James Topper on December 2, 2022.

## Table of Contents

- (24) Mr. Baltera served as a director of FLAC prior to the Business Combination. The principal business address is Two Union Square, 601 Union St., Suite 3200, Seattle, WA 98101.
- (25) Mr. Bigham served as a director of FLAC prior to the Business Combination. The principal business address is Two Union Square, 601 Union St., Suite 3200, Seattle, WA 98101.
- (26) Ms. Gallagher served as a director of FLAC prior to the Business Combination. The principal business address is Two Union Square, 601 Union St., Suite 3200, Seattle, WA 98101.
- (27) Mr. Topper served as a director of FLAC prior to the Business Combination. Mr. Topper is also the brother of James N. Topper, one our directors. The principal business address is Two Union Square, 601 Union St., Suite 3200, Seattle, WA 98101.
- (28) Mr. Polu served as a director of FLAC prior to the Business Combination. The principal business address is Two Union Square, 601 Union St., Suite 3200, Seattle, WA 98101.
- (29) Consists of (i) 189,784 Ordinary Shares, (ii) options to purchase 719,980 Ordinary Shares, exercisable within 60 days of December 30, 2022 and (iii) 608,779 Ordinary Shares subject to forfeiture underlying depositary receipts issued by STAK EPNAP. STAK EPNAP has sole voting and investment power over the securities described in (iii) while underlying the depositary receipts and are presented here because the depositary receipts can be cancelled by the board of directors of STAK EPNAP at any time as a consequence of which the shareholder will become the beneficial owner of the securities underlying the depositary receipts. Dr. Davidson is our Chief Executive Officer and Executive Director.
- (30) The principal business address of Mr. Bozon is Seestrasse 109a, Bach 8806, Switzerland.
- (31) STAK NAP is a Dutch foundation which holds certain securities of the Company on behalf of the holders of depositary receipts issued by STAK NAP. STAK NAP has issued depositary receipts to the participants with each depositary receipt representing the relevant underlying security. Pursuant to STAK NAP's governing documents, STAK NAP, through its board, has the power to exercise all rights associated with the Ordinary Shares underlying the depositary receipts. As a result, STAK NAP may be deemed to have voting power over such securities. 2,828,380 Ordinary Shares owned by Forbion II are underlying the depositary receipts held through STAK NAP. Forbion International Management B.V. ("FIM") is the sole director of STAK NAP and may be deemed to have voting and dispositive power of the Ordinary Shares held by STAK NAP. Mssrs. Slootweg, Van Osch, Reithinger, Mulder, Van Houten and Boorsma are the directors of FIM. FIM and its directors disclaim beneficial ownership of the Ordinary Shares. Mr. Slootweg is a member of our Board of Directors.
- (32) Ascendant BioCapital Fund I GP, LLC is the sole managing member of Ascendant BioCapital SPV I, LLC ("Ascendant"). Ascendant BioCapital Fund I GP, LLC has two Managing Members, Hugo Beekman and Gaurav Gupta. The non-managing members of Ascendant have no voting power or investment power over the Ordinary Shares held by Ascendant and therefore do not have beneficial ownership as defined below. The principal business address of Ascendant is 31 Old Farm Road, Lincoln, MA 01773.
- (33) The principal business address of NAP Investments LLC is 1209 Orange Street, Wilmington, DE 19801.
- (34) BVF I GP LLC ("BVF GP") is the general partner of Biotechnology Value Fund, L.P. ("BVF") and BVF GP Holdings LLC ("BVF GPH") is the sole member of BVF GP, and as such, BVF GP and BVF GPH may be deemed to beneficially own the Ordinary Shares held by BVF. BVF Partners, L.P. ("Partners") as the investment manager of BVF may be deemed to beneficially own the Ordinary Shares held by BVF. BVF Inc. is the general partner of Partners and may be deemed to beneficially own the Ordinary Shares beneficially owned by Partners. Mark N. Lampert as director and officer of BVF Inc. may be deemed to beneficially own the Ordinary Shares beneficially owned by BVF Inc. The principal business address of the BVF is 44 Montgomery St., 40th Floor, San Francisco, California 94104.
- (35) BVF II GP LLC ("BVF II GP") is the general partner of Biotechnology Value Fund II, L.P. ("BVF II") and BVF GP Holdings LLC ("BVF GPH") is the sole member of BVF II GP, and as such, BVF II GP and BVF GPH may be deemed to beneficially own the Ordinary Shares held by BVF II. BVF Partners, L.P. ("Partners") as the investment manager of BVF II may be deemed to beneficially own the Ordinary Shares held by BVF II. BVF Inc. is the general partner of Partners and may be deemed to beneficially own the Ordinary Shares beneficially owned by Partners. Mark N. Lampert as a director and officer of BVF Inc. may be deemed to beneficially own the Ordinary Shares beneficially owned by BVF Inc. The principal business address of the BVF II is 44 Montgomery St., 40th Floor, San Francisco, California 94104.
- (36) BVF Partners OS Ltd is the general partner of Biotechnology Value Trading Fund OS LP ("Trading Fund OS"), and as such, may be deemed to beneficially own the Ordinary Shares held by Trading Fund OS. BVF Partners, L.P. ("Partners") as the investment manager of Trading Fund OS and sole member of BVF Partners OS Ltd may be deemed to beneficially own the Ordinary Shares held by Trading Fund OS. BVF Inc. is the general partner of Partners and may be deemed to beneficially own the Ordinary Shares beneficially owned by Partners. Mark N. Lampert as director and officer of BVF Inc. may be deemed to beneficially own the Ordinary Shares beneficially owned by BVF Inc. The principal business address of the Trading Fund OS is PO Box 309 Ugland House, Grand Cayman, KY1-1104, Cayman Islands.

## Table of Contents

- (37) Population Health Equity Partners V GP, LLC (the “General Partner”) is the general partner of Population Health Equity Partners V, L.P. The sole members, and managing members, of the General Partner are Clive Meanwell and Chris Cox. The principal business address is 1200 Morris Turnpike, Suite 3005, Short Hills, NJ 07078.
- (38) Medpace IntermediateCo, Inc. is the sole shareholder of Medpace, Inc. and Medpace Acquisition, Inc. is the sole shareholder of Medpace IntermediateCo, Inc. Medpace Holdings, Inc. is the sole shareholder of Medpace Acquisition, Inc. Each of Medpace IntermediateCo, Inc., Medpace Acquisition, Inc. and Medpace Holdings, Inc. may be deemed to have voting or investment control over the Ordinary Shares held by Medpace, Inc. The principal business address of Medpace, Inc. is 5375 Medpace Way, Cincinnati, Ohio 45227.
- (39) GL China Opportunities Carry GP Ltd. is the sole general partner of GL China Opportunities Carry L.P. Mr. Zhenfu Li is the record owner of all of the issued and outstanding ordinary shares of GL China Opportunities Carry GP Ltd. and may be deemed to have voting or investment power over the Ordinary Shares held by GL China Opportunities Carry L.P.
- (40) JVC Management LLC and Foretta LLC are the members of JVC JYJ LLC. Jonathan Jonas is the sole manager JVC JYJ LLC, JVC Management LLC and Foretta LLC and as a result, may be deemed to be the beneficial owner of the Ordinary Shares held by JVC JYJ LLC.
- (41) The principal business address is One Kaiser Plaza—The Ordway Building, Oakland, CA 94612.
- (42) The principal business address is One Kaiser Plaza—The Ordway Building, Oakland, CA 94612.
- (43) Heinz Daxl, Jefim Gewiet, Christian Berthold Angermayer and Swen Lorenz are the directors of Apeiron SICAV Limited (Presight). The board of directors has delegated the power to exercise investment and voting control over the shares to Altarius Asset Management Ltd. The principal business address of Apeiron SICAV Limited (Presight) is Cornerstone Complex, Suite A, Level 1, 16th September Square, Mosta MST 1180 Malta.
- (44) The Ordinary Shares owned by Janus Henderson Biotech Innovation Master Fund (“Janus Henderson Biotech”) may be deemed to be beneficially owned by, Janus Henderson Investors US LLC (“Janus”), an investment adviser registered under the Investment Advisers Act of 1940, who acts as investment adviser for Janus Henderson Biotech set forth above and has the ability to make decisions with respect to the voting and disposition of the Ordinary Shares subject to the oversight of the board of trustees (or similar entity) of Janus Henderson Biotech. Under the terms of its management contract with Janus Henderson Biotech, Janus has overall responsibility for directing the investments of Janus Henderson Biotech in accordance with Janus Henderson Biotech’s investment objective, policies and limitations. Janus Henderson Biotech has one or more portfolio managers appointed by and serving at the pleasure of Janus who makes decisions with respect to the disposition of the Ordinary Shares. The principal business address for Janus is 151 Detroit Street, Denver, CO 80206. The portfolio managers for this fund are Andrew Acker and Daniel S. Lyons.
- (45) The Ordinary Shares owned by Janus Henderson Horizon Fund—Biotechnology Fund (“Janus Henderson Horizon”) may be deemed to be beneficially owned by, Janus Henderson Investors US LLC (“Janus”), an investment adviser registered under the Investment Advisers Act of 1940, who acts as investment adviser for Janus Henderson Horizon set forth above and has the ability to make decisions with respect to the voting and disposition of the Ordinary Shares subject to the oversight of the board of trustees (or similar entity) of Janus Henderson Horizon. Under the terms of its management contract with Janus Henderson Horizon, Janus has overall responsibility for directing the investments of Janus Henderson Horizon in accordance with Janus Henderson Horizon’s investment objective, policies and limitations. Janus Henderson Horizon has one or more portfolio managers appointed by and serving at the pleasure of Janus who makes decisions with respect to the disposition of the Ordinary Shares. The principal business address for Janus is 151 Detroit Street, Denver, CO 80206. The portfolio managers for this fund are Andrew Acker and Daniel S. Lyons.
- (46) STAK EPNAP has sole voting and investment power over the Ordinary Shares held by it while underlying the depositary receipts. The depositary receipts can be canceled by the board of directors of STAK EPNAP at any time as a consequence of which the shareholder will become the beneficial owner of the securities underlying the depositary receipts. IQ EQ Management (Netherlands) B.V. is the sole director of STAK EPNAP.
- (47) Amgen Singapore is the sole shareholder of Saga Investments Coöperatief U.A. Amgen Technology is the sole shareholder of Amgen Singapore and Onyx and Amgen are the shareholders of Amgen Technology. As a result, Amgen Singapore, Amgen Technology Onyx and Amgen may each be deemed to share beneficial ownership of the Ordinary Shares held of record by Saga Investments Coöperatief U.A. The principal business address of Saga Investments Coöperatief U.A. is Minervum 7061, 4817 ZK Breda, The Netherlands. The information herein is based solely on the Schedule 13G filed by the Saga Investments Coöperatief U.A., Amgen Singapore, Amgen Technology, Onyx and Amgen on December 2, 2022.
- (48) Mitsubishi Tanabe Pharma Corporation is the record holder of 3,746,330 NewAmsterdam Pharma Company N.V. Ordinary Shares as mentioned above. Mitsubishi Chemical Group Corporation is the sole shareholder of Mitsubishi Tanabe Pharma Corporation. As a result, Mitsubishi Chemical Group Corporation may be deemed to share beneficial ownership of the NewAmsterdam Pharma Company N.V. Ordinary Shares held of record by Mitsubishi Tanabe Pharma Corporation. The principal business address of Mitsubishi Tanabe Pharma Corporation is 3-2-10, Doshomachi, Chuo-ku, Osaka, 541-8505, Japan.

## TAXATION

### United States Federal Income Tax Considerations

The following is a description of the material U.S. federal income tax consequences to the U.S. Holders (as defined below) of owning and disposing of our Ordinary Shares and Warrants, which we refer to collectively as our securities. 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 is an initial purchaser of securities pursuant to the offering and that holds our securities as a capital asset for tax purposes (generally, property held for investment). In addition, this discussion does not describe all of the tax consequences that may be relevant in light of a U.S. Holder's particular circumstances, including state and local tax consequences, estate tax consequences, alternative minimum tax consequences, the potential application of the Medicare contribution tax on net investment income, and tax consequences applicable to U.S. Holders subject to special rules, such as:

- banks or insurance companies;
- mutual funds and pension plans;
- 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 Ordinary Shares or Warrants as part of a hedging transaction, "straddle," "hedge," "conversion," "synthetic security," "constructive ownership transaction," "constructive sale" or other integrated transaction for U.S. federal income tax purposes;
- U.S. Holders 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 organizations, qualified retirement plans, individual retirement accounts or other tax deferred accounts;
- S corporations, partnerships, or other entities or arrangements classified as partnerships for U.S. federal income tax purposes;
- regulated investment companies or real estate investment trusts;
- persons who acquired our Ordinary Shares or Warrants pursuant to the exercise of any employee stock option or otherwise as compensation;
- Corporations that accumulate earnings to avoid U.S. federal income tax;
- persons holding our Ordinary Shares or Warrants in connection with a trade or business or permanent establishment outside the United States; and
- persons who own (directly or through attribution) 10% or more (by vote or value) of our outstanding Ordinary Shares.

If an entity that is classified as a partnership for U.S. federal income tax purposes holds our securities, 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 our securities and partners in such partnerships are encouraged to consult their tax advisors as to the particular U.S. federal income tax consequences of holding and disposing of our securities.

The discussion is based on the Internal Revenue Code of 1986, as amended (the "Code"), administrative pronouncements, judicial decisions, final, temporary and proposed Treasury Regulations, all as of the date hereof, changes to any of which may affect the tax consequences described herein—possibly with retroactive effect.

## Table of Contents

A “U.S. Holder” is a holder who, for U.S. federal income tax purposes, is a beneficial owner of securities and is:

- (A) An individual who is a citizen or individual resident of the United States;
- (B) 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;
- (C) an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- (D) a trust if (1) 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 (2) the trust has a valid election to be treated as a U.S. person under applicable U.S. Treasury Regulations.

PERSONS CONSIDERING AN INVESTMENT IN OUR SECURITIES SHOULD CONSULT THEIR OWN TAX ADVISORS AS TO THE PARTICULAR TAX CONSEQUENCES APPLICABLE TO THEM RELATING TO THE ACQUISITION, OWNERSHIP AND DISPOSITION OF OUR SECURITIES, INCLUDING THE APPLICABILITY OF U.S. FEDERAL, STATE AND LOCAL TAX LAWS.

### ***Consequences of Ownership and Disposition of Ordinary Shares or Warrants to U.S. Holders—Application of Passive Foreign Investment Company Rules to U.S. Holders of Ordinary Shares or Warrants***

The Company is expected to be treated as a PFIC for the current taxable year, during which the Business Combination was completed, and may be treated as a PFIC for future taxable years. A non-U.S. corporation will be classified as a PFIC for U.S. federal income tax purposes if either (i) at least 75% of its gross income in a taxable year, including its pro rata share of the gross income of any corporation in which it is considered to own at least 25% of the shares by value, is passive income or (ii) at least 50% of its assets in a taxable year (ordinarily determined based on fair market value and averaged quarterly over the year), including its pro rata share of the assets of any corporation in which it is considered to own at least 25% of the shares by value, are held for the production of, or produce, passive income. Passive income generally includes dividends, interest, rents and royalties (other than rents or royalties derived in the active conduct of a trade or business) and gains from the disposition of passive assets. A separate determination must be made after the close of each taxable year as to whether a foreign corporation was a PFIC for that year. Once a foreign corporation is treated as a PFIC it is, with respect to a shareholder during the time it qualifies as a PFIC, and subject to certain exceptions, always treated as a PFIC with respect to such shareholder, regardless of whether it satisfied either of the qualification tests in subsequent years.

There are three separate taxation regimes that could apply to a U.S. Holder of Ordinary Shares or Warrants under the PFIC rules, which are (i) the excess distribution regime (which is the default regime), (ii) the QEF regime, and (iii) the mark-to-market regime (each discussed below). A U.S. Holder who holds (actually or constructively) stock in a foreign corporation during any year in which such corporation qualifies as a PFIC is subject to U.S. federal income taxation under one of these three regimes. The effect of the PFIC rules on a U.S. Holder will depend upon which of these regimes applies to such U.S. Holder. Moreover, dividends paid by a PFIC are not eligible for the lower rates of taxation applicable to qualified dividend income (“QDI”) under any of the foregoing regimes.

### ***Excess Distribution Regime***

A U.S. Holder that does not make a QEF election or a mark-to-market election, as described below, will be subject to the default “excess distribution regime” under the PFIC rules with respect to (i) any gain realized on a sale or other disposition (including a pledge) of Ordinary Shares, and (ii) any “excess distribution” received on the U.S. Holder’s Ordinary Shares (generally, any distributions in excess of 125% of the average of the annual distributions on Ordinary Shares during the preceding three years or the U.S. Holder’s holding period, whichever is shorter).

## Table of Contents

Generally, under this excess distribution regime: the gain or excess distribution will be allocated ratably over the period during which the U.S. Holder held the Ordinary Shares; the amount allocated to the current taxable year, will be treated as ordinary income; and the amount allocated to prior taxable years will be subject to the highest tax rate in effect for that taxable 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 will be payable generally without regard to offsets from deductions, losses and expenses. In addition, gains (but not losses) a U.S. Holder realizes on the sale of Ordinary Shares cannot be treated as capital gains, even if the U.S. Holder holds the shares as capital assets. Further, no portion of any distribution will be treated as QDI.

### ***QEF Regime***

A QEF election is effective for the taxable year for which the election is made and all subsequent taxable years and may not be revoked without the consent of the IRS. If a U.S. Holder makes a timely QEF election with respect to its direct or indirect interest in a PFIC, the U.S. Holder will be required to include in income each year a portion of the ordinary earnings and net capital gains of the PFIC as QEF income inclusions, even if amount is not distributed to the U.S. Holder. Thus, the U.S. Holder may be required to report taxable income as a result of QEF income inclusions without corresponding receipts of cash. U.S. Holders of Ordinary Shares should not expect that they will receive cash distributions from the Company sufficient to cover their respective U.S. tax liability with respect to such QEF income inclusions. In addition, as discussed below, U.S. Holders of Warrants will not be able to make a QEF election with respect to their Warrants.

The timely QEF election also allows the electing U.S. Holder to: (i) generally treat any gain recognized on the disposition of its shares of the PFIC as capital gain; (ii) treat its share of the PFIC's net capital gain, if any, as long-term capital gain instead of ordinary income; and (iii) either avoid interest charges resulting from PFIC status altogether, or make an annual election, subject to certain limitations, to defer payment of current taxes on its share of PFIC's annual realized net capital gain and ordinary earnings subject, however, to an interest charge on the deferred tax computed by using the statutory rate of interest applicable to an extension of time for payment of tax. In addition, net losses (if any) of a PFIC will not pass through to an electing U.S. Holder and may not be carried back or forward in computing such PFIC's ordinary earnings and net capital gain in other taxable years. Consequently, a U.S. Holder may over time be taxed on amounts that as an economic matter exceed our net profits.

A U.S. Holder's tax basis in Ordinary Shares will be increased to reflect QEF income inclusions and will be decreased to reflect distributions of amounts previously included in income as QEF income inclusions. No portion of the QEF income inclusions attributable to ordinary income will be treated as QDI. Amounts included as QEF income inclusions with respect to direct and indirect investments generally will not be taxed again when distributed. U.S. Holders should consult their tax advisors as to the manner in which QEF income inclusions affect their allocable share of the Company's income and their basis in their Ordinary Shares.

The Company intends to determine its PFIC status at the end of each taxable year and intends to satisfy any applicable record keeping and reporting requirements that apply to a QEF, including providing to U.S. Holders, for each taxable year that it determines it is or, in its reasonable determination, may be a PFIC, a PFIC Annual Information Statement containing information necessary for U.S. Holders to make a QEF Election with respect to the Company. The Company will provide such information electronically.

U.S. Holders of Warrants will not be able to make a QEF election with respect to their Warrants. As a result, if a U.S. Holder sells or otherwise disposes of such Warrants (other than upon exercise of such Warrants for cash) and the Company was a PFIC at any time during the U.S. Holder's holding period of such Warrants, any gain recognized generally will be treated as an excess distribution, taxed as described above under "*—Excess Distribution Regime.*" If a U.S. Holder that exercises such a Warrants properly makes and maintains a QEF



## [Table of Contents](#)

election with respect to the newly acquired Ordinary Shares (or has previously made a QEF election with respect to the Ordinary Shares), the QEF election will apply to the newly acquired Ordinary Shares.

Notwithstanding such QEF election, the adverse tax consequences relating to PFIC shares, adjusted to take into account the current income inclusions resulting from the QEF election, will continue to apply with respect to such newly acquired Ordinary Shares (which generally will be deemed to have a holding period for purposes of the PFIC rules that includes the period the U.S. Holder held the Warrants), unless the U.S. Holder makes a purging election under the PFIC rules. Under one type of purging election, the U.S. Holder will be deemed to have sold such shares at their fair market value and any gain recognized on such deemed sale will be treated as an excess distribution, as described above.

### ***Mark-to-Market Regime***

Alternatively, a U.S. Holder may make an election to mark marketable shares in a PFIC to market on an annual basis. PFIC shares generally are marketable if: (i) they are “regularly traded” on a national securities exchange that is registered with the Securities Exchange Commission or on the national market system established under Section 11A of the Exchange Act; or (ii) they are “regularly traded” on any exchange or market that the Treasury Department determines to have rules sufficient to ensure that the market price accurately represents the fair market value of the stock.

For these purposes, the securities 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. Our securities are listed on Nasdaq, which is a qualified exchange for these purposes. Consequently, if our Ordinary Shares remain listed on Nasdaq and are regularly traded, and you are a U.S. Holder of securities, we expect the mark-to-market election would be available to you if we are classified as a PFIC. Each U.S. Holder should consult its tax advisor as to the whether a mark-to-market election is available or advisable with respect to the securities. U.S. Holders of Warrants will not be able to make a mark-to-market election with respect to their Warrants.

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 the securities at the close of the taxable year over the U.S. Holder’s adjusted tax basis in the Ordinary 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 Ordinary Shares over the fair market value of the 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 Ordinary Shares will be treated as ordinary income, and any losses incurred on a sale or other disposition of the Ordinary 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 Internal Revenue Service (the “IRS”), unless the securities cease to be marketable.

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.” As a result, even if a U.S. Holder validly makes a mark-to-market election with respect to our securities, 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 advisors to determine whether any of these elections would be available and if so, what the consequences of the alternative treatments would be in their particular circumstances.

Unless otherwise provided by the IRS, each U.S. shareholder of a PFIC is required to file an annual report on IRS Form 8621. 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

## [Table of Contents](#)

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 advisors regarding the requirements of filing such information returns under these rules.

WE STRONGLY URGE YOU TO CONSULT YOUR TAX ADVISOR REGARDING THE IMPACT OF OUR PFIC STATUS ON YOUR INVESTMENT IN THE SECURITIES AS WELL AS THE APPLICATION OF THE PFIC RULES TO YOUR INVESTMENT IN THE SECURITIES.

### ***U.S. Federal Income Tax Consequences of Ownership and Disposition of Ordinary Shares or Warrants to U.S. Holders if the Company is not a PFIC***

#### *Distributions on Ordinary Shares*

The treatment of U.S. Holders of Ordinary Shares or Warrants will be materially different from that described above if Company is not treated as a PFIC for the taxable year during which the Business Combination was completed. If Company is not treated as a PFIC for the taxable year during which the Business Combination was completed, the gross amount of any distribution on Ordinary Shares generally will be taxable to a U.S. Holder as ordinary dividend income on the date such distribution is actually or constructively received, to the extent that the distribution is paid out of Company's current or accumulated earnings and profits (as determined under U.S. federal income tax principles). Because Company does not maintain, nor is it required to maintain, calculations of its earnings and profits under U.S. federal income tax principles, it is currently expected that any distributions generally will be reported to U.S. Holders as dividends. Any such dividends generally will not be eligible for the dividends received deduction allowed to corporations in respect of dividends received from other U.S. corporations.

With respect to non-corporate U.S. Holders, dividends will be taxed at the preferential long-term capital gains rate (see "*Sale, Exchange, Redemption or Other Taxable Disposition of Ordinary Shares or Warrants*" below), provided the applicable holding period is met, if Ordinary Shares are readily tradable on an established securities market in the United States (which they will be if the Ordinary Shares continue to be traded on the Nasdaq) and certain other requirements are met. There can be no assurance that Ordinary Shares will be considered readily tradable on an established securities market in all future years. U.S. Holders should consult their tax advisors regarding the potential availability of the lower rate for any dividends paid with respect to Ordinary Shares.

A U.S. Holder must include any Dutch tax withheld from the dividend payment in the gross amount of the dividend even if the holder does not in fact receive it. The dividend is taxable to the holder when the holder receives the dividend, actually or constructively. The amount of the dividend distribution includible in a U.S. Holder's income will be the U.S. dollar value of the Euro payments made, determined at the spot Euro/U.S. dollar rate on the date the dividend distribution is includible in income, regardless of whether the payment is in fact converted into U.S. dollars. Generally, any gain or loss resulting from currency exchange fluctuations during the period from the date the dividend payment is included in income to the date the payment is converted into U.S. dollars will be treated as ordinary income or loss and will not be eligible for the special tax rate applicable to qualified dividend income. The gain or loss generally will be income or loss from sources within the United States for foreign tax credit limitation purposes.

Dividends that the Company distributes generally should constitute "passive category income," or, in the case of certain U.S. Holders, "general category income" for foreign tax credit limitation purposes. The rules relating to the determination of the foreign tax credit limitation are complex, and U.S. Holders should consult their tax advisor to determine whether and to what extent they will be entitled to a credit for Dutch withholding taxes imposed in respect of any dividend Company distributes.

#### *Sale or Other Taxable Disposition of Ordinary Shares or Warrants*

If the Company is not treated as a PFIC for the taxable year during which the Business Combination was completed, a U.S. Holder generally will recognize gain or loss on any sale, exchange, redemption (subject to the

discussion below) or other taxable disposition of Ordinary Shares or Warrants in an amount equal to the difference between (i) the amount realized on the disposition and (ii) such U.S. Holder's adjusted tax basis in such securities. Any gain or loss recognized by a U.S. Holder on a taxable disposition of Ordinary Shares or Warrants generally will be capital gain or loss and will be long-term capital gain or loss if the holder's holding period in such shares and/or warrants exceeds one year at the time of the disposition. Preferential tax rates may apply to long-term capital gains of non-corporate U.S. Holders (including individuals). The deductibility of capital losses is subject to limitations.

If the consideration received by a U.S. Holder is in the form of currency other than 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 securities disposed of in the transaction 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 (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.

#### ***Exercise or Lapse of a Warrant***

Except as discussed below with respect to the cashless exercise of a Warrant, a U.S. Holder generally will not recognize taxable gain or loss upon the exercise of a Warrant for cash. The U.S. Holder's initial tax basis in our Ordinary Shares received upon exercise of the Warrant will generally be an amount equal to the sum of the U.S. Holder's acquisition cost of the Warrant and the exercise price of such Warrant. It is unclear whether a U.S. Holder's holding period for the Ordinary Shares received upon exercise of the Warrant would commence on the date of exercise of the Warrant or the day following the date of exercise of the Warrant; however, in either case the holding period will not include the period during which the U.S. Holder held the Warrants. If a Warrant is allowed to lapse unexercised, a U.S. Holder generally will recognize a capital loss equal to such holder's tax basis in the Warrant.

The tax consequences of a cashless exercise of a Warrant are not clear under current tax law. A cashless exercise may be nontaxable, either because the exercise is not a realization event or because the exercise is treated as a recapitalization for U.S. federal income tax purposes. In either situation, a U.S. Holder's initial tax basis in the Ordinary Shares received generally should equal the holder's adjusted tax basis in the Warrant. If the cashless exercise were treated as not being a realization event, it is unclear whether a U.S. Holder's holding period for the Ordinary Shares would commence on the date of exercise of the Warrant or the day following the date of exercise of the Warrant; in either case, the holding period would not include the period during which the U.S. Holder held the Warrant. If, instead, the cashless exercise were treated as a recapitalization, the holding period of the Ordinary Shares generally would include the holding period of the Warrant.

It is also possible that a cashless exercise of a Warrant will be treated in part as a taxable exchange in which gain or loss is recognized. In such event, a U.S. Holder could be deemed to have surrendered a portion of the Warrants being exercised having a value equal to the exercise price of such Warrants in satisfaction of such exercise price. Although not free from doubt, such U.S. Holder generally should recognize capital gain or loss in an amount equal to the difference between the fair market value of the Warrants deemed surrendered to satisfy the exercise price and the U.S. Holder's adjusted tax basis in such Warrants. In this case, a U.S. Holder's initial tax basis in the Ordinary Shares received would equal the sum of the exercise price and the U.S. holder's adjusted tax basis in the Warrants exercised. It is unclear whether a U.S. Holder's holding period for the Ordinary Shares would commence on the date of exercise of the Warrant or the day following the date of exercise of the Warrant; in either case, the holding period would not include the period during which the U.S. Holder held the Warrant. Due

## [Table of Contents](#)

to the uncertainty and absence of authority on the U.S. federal income tax treatment of a cashless exercise, including when a U.S. Holder's holding period would commence with respect to the Ordinary Shares received, U.S. Holders are urged to consult their tax advisors regarding the tax consequences of a cashless exercise.

### ***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 on a duly executed IRS Form W-9 or otherwise establishes an exemption.

The amount of any backup withholding from a payment to a U.S. Holder may be allowed as a credit against the U.S. Holder's U.S. federal income tax liability and may entitle the U.S. Holder 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 regulations, certain entities) may be required to report information relating to the securities, subject to certain exceptions (including an exception for securities held in accounts maintained by certain U.S. financial institutions), by filing IRS Form 8938 (Statement of Specified Foreign Financial Assets) with their federal income tax return. A U.S. Holder will not be required to file IRS Form 8938 if the holder timely files IRS Form 8621. 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 advisors regarding their reporting obligations with respect to their ownership and disposition of the securities.

U.S. Treasury Regulations meant to require the reporting of certain tax shelter transactions could be interpreted to cover transactions generally not regarded as tax shelters, including certain foreign currency transactions. Under the applicable U.S. Treasury Regulations, certain transactions are required to be reported to the IRS including, in certain circumstances, a sale, exchange, retirement or other taxable disposition of foreign currency, to the extent that such sale, exchange, retirement or other taxable disposition results in a tax loss in excess of a threshold amount. U.S. Holders should consult their tax advisors to determine the tax return obligations, if any, with respect to our securities, and the receipt of Euro in respect thereof, including any requirement to file IRS Form 8886 (Reportable Transaction Disclosure Statement).

## **Material Dutch Tax Considerations—Ordinary Shares and Public Warrants**

### ***Taxation in the Netherlands***

This section only outlines material Dutch tax consequences of the holding and disposal of the Ordinary Shares and the acquisition, holding, exercise and disposal of the Warrants. This section does not purport to describe all possible tax considerations or consequences that may be relevant to a holder or prospective holder of Ordinary Shares or Warrants 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 section should be treated with corresponding caution.

This section 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 this section refers to "the Netherlands" or "Dutch" it refers only to the part of the Kingdom of the Netherlands located in Europe.

## [Table of Contents](#)

This section is intended as general information 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 Ordinary Shares or to the acquisition, holding, exercise and disposal of the Warrants. Holders or prospective holders of Ordinary Shares and Warrants should consult their own tax advisor regarding the Dutch tax consequences relating to the acquisition, holding and disposal of Ordinary Shares and the acquisition, holding, exercise and disposal of Warrants in light of their particular circumstances.

Please note that this section does not describe the Dutch tax consequences for:

- i. a holder of Ordinary Shares or Warrants if such holder 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, a holder is considered to hold a substantial interest in us, if such holder alone or, in the case of an individual, together with such holder's partner for Dutch income tax purposes, or any relatives by blood or marriage in the direct line (including foster children), directly or indirectly, holds (i) an interest of 5% or more of the total issued and outstanding capital of the Company or of 5% or more of the issued and outstanding capital of a certain class of shares; or (ii) rights, including Warrants, to acquire, directly or indirectly, such interest; or (iii) certain profit sharing rights 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 has been disposed of, or is deemed to have been disposed of, on a non-recognition basis;
- ii. a holder of Ordinary Shares or Warrants if the Ordinary Shares or Warrants held by such holder qualify or qualified as a participation (*deelneming*) for purposes of the Dutch Corporate Income Tax Act 1969 (*Wet op de vennootschapsbelasting 1969*). Generally, a holder's shareholding of , or right to acquire, 5% or more in the 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 is a related entity (statutorily defined term);
- iii. a holder of Ordinary Shares which is or who is entitled to the dividend withholding tax exemption (*inhoudingsvrijstelling*) with respect to any profits derived from the Ordinary Shares (as defined in Article 4 of the Dutch Dividend Withholding Tax Act 1965 (*Wet op de dividendbelasting*)). Generally, a holder of Ordinary Shares may be entitled or required to apply, subject to certain other requirements, the dividend withholding tax exemption if it holds an interest of 5% or more in the Company's nominal paid-up share capital;
- iv. pension funds, investment institutions (*fiscale beleggingsinstellingen*) and tax 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;
- v. a holder of Ordinary Shares or Warrants if such holder is an individual for whom the Ordinary Shares or Warrants or any benefit derived from the Ordinary Shares or Warrants is a remuneration or deemed to be a remuneration for (employment) activities performed by such holder or certain individuals related to such holder (as defined in the Dutch Income Tax Act 2001); and
- vi. a holder of Rollover Options.

### **Dividend withholding tax**

Dividends distributed by the Company are generally subject to Dutch dividend withholding tax at a rate of 15%. Generally, the Company is responsible for the withholding of such dividend withholding tax at source; the Dutch dividend withholding tax is for the account of the holder of Ordinary Shares.

The expression “dividends distributed” includes, but is not limited to:

- i. distributions in cash or in kind, deemed and constructive distributions and repayments of paid-in capital not recognized for Dutch dividend withholding tax purposes;
- ii. liquidation proceeds, proceeds from the redemption of Ordinary Shares, or proceeds from the repurchase of Ordinary Shares (other than as temporary portfolio investment; *tijdelijke belegging*) by the Company or one of our subsidiaries or other affiliated entities, in each case to the extent such proceeds exceed the average paid-in capital of those Ordinary Shares as recognized for Dutch dividend withholding tax purposes;
- iii. an amount equal to the nominal value of the Ordinary Shares issued or an increase of the nominal value of the Ordinary Shares, to the extent that no related contribution, recognized for Dutch dividend withholding tax purposes, has been made or will be made; and
- iv. partial repayment of the paid-in capital recognized for Dutch dividend withholding tax purposes, if and to the extent that the Company has “net profits” (*zuivere winst*), unless:
  - our general meeting of shareholders has resolved in advance to make such repayment; and
  - the nominal value of the Ordinary Shares concerned has been reduced by an equal amount by way of an amendment to our articles of association. The term “net profits” includes anticipated profits that have yet to be realized.

Corporate legal entities that are resident or deemed to be resident of the Netherlands for Dutch corporate income tax purposes (“Dutch Resident Entities”) generally are entitled to an exemption from, or a credit for, any Dutch dividend withholding tax against their Dutch corporate income tax liability. The credit in any given year is, however, limited to the amount of Dutch corporate income tax payable in respect of the relevant year with an indefinite carry forward of any excess amount. Individuals who are resident or deemed to be resident of the Netherlands for Dutch personal income tax purposes (“Dutch Resident Individuals”) generally are entitled to a credit for any Dutch dividend withholding tax against their Dutch personal income tax liability and to a refund of any residual Dutch dividend withholding tax. The above generally also applies to holders of Ordinary Shares that are neither resident nor deemed to be resident of the Netherlands (“Non-Resident Holders”) if the Ordinary Shares are attributable to a Dutch permanent establishment of such Non-Resident Holder.

A holder of Ordinary Shares resident of a country other than the Netherlands may, depending on such holder’s specific circumstances, be entitled to exemptions from, reduction of, or full or partial refund of, Dutch dividend withholding tax under Dutch domestic tax law, EU law, or treaties for the avoidance of double taxation in effect between the Netherlands and such other country.

### *Warrants*

The exercise of Warrants does in the view of the Company not give rise to Dutch dividend withholding tax, except to the extent (i) the exercise price is below the nominal value of an Ordinary Share (currently, the nominal value per Ordinary Share is € 0.12 and the exercise price is \$ 11.50 and (ii) such difference is not charged against the Company’s share premium reserve recognized for Dutch dividend withholding tax purposes. If any Dutch dividend withholding tax due is not effectively withheld for the account of the relevant holder of a Warrant, Dutch dividend withholding tax shall be due by the Company on a grossed-up basis, meaning that the Dutch dividend withholding tax basis shall be equal to the amount referred to in the preceding sentence multiplied by 100/85.

## Table of Contents

In addition, it cannot be excluded that payments made in consideration for a repurchase or redemption of a Warrant or a full or partial cash settlement of the Warrant are in part subject to Dutch dividend withholding tax. To date, no authoritative case law of the Dutch courts has been made publicly available in this respect.

Exceptions and relief from Dutch dividend withholding tax may apply as set forth in the preceding paragraph.

### *Dividend stripping*

According to Dutch domestic anti-dividend stripping rules, no credit against Dutch tax, exemption from, reduction, or refund of Dutch dividend withholding tax will be granted if the recipient of the dividends the Company paid is not considered the beneficial owner (*uiteindelijk gerechtigde*; as described in the Dutch Dividend Withholding Tax Act 1965) of those dividends. 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.

### *Conditional withholding tax on dividends (as of 1 January 2024)*

As of January 1, 2024, a Dutch conditional withholding tax will be imposed on dividends distributed by the Company to entities related (*gelieerd*) to us (within the meaning of the Dutch Withholding Tax Act 2021; *Wet bronbelasting 2021*), if such related entity:

- i. is considered to be resident (*gevestigd*) in a jurisdiction that is listed in the yearly updated Dutch Regulation on low-taxing states and non-cooperative jurisdictions for tax purposes (*Regeling laagbelastende staten en niet-coöperatieve rechtsgebieden voor belastingdoeleinden*) (a “Listed Jurisdiction”); or
- ii. has a permanent establishment located in a Listed Jurisdiction to which the Ordinary Shares are attributable; or
- iii. holds the Ordinary Shares with the main purpose or one of the main purposes of avoiding taxation for another person or entity and there is an artificial arrangement or transaction or a series of artificial arrangements or transactions; or
- iv. is not considered to be the beneficial owner of the Ordinary Shares in its jurisdiction of residence because such jurisdiction treats another entity as the beneficial owner of the Ordinary Shares (a hybrid mismatch); or
- v. is not resident in any jurisdiction (also a hybrid mismatch); or
- vi. is a reverse hybrid (within the meaning of Article 2(12) of the Dutch Corporate Income Tax Act 1969), if and to the extent (x) there is a participant in the reverse hybrid which is related (*gelieerd*) to the reverse hybrid, (y) the jurisdiction of residence of such participant treats the reverse hybrid as transparent for tax purposes and (z) such participant would have been subject to the Dutch conditional withholding tax in respect of dividends distributed by the Company without the interposition of the reverse hybrid,

all within the meaning of the Dutch Withholding Tax Act 2021.

The Dutch conditional withholding tax on dividends will be imposed at the highest Dutch corporate income tax rate in effect at the time of the distribution (2022: 25.8%). The Dutch conditional withholding tax on dividends will be reduced, but not below zero, by any regular Dutch dividend withholding tax withheld in respect of the same dividend distribution. As such, based on the currently applicable rates, the overall effective tax rate of

## Table of Contents

withholding the regular Dutch dividend withholding tax (as described above) and the Dutch conditional withholding tax on dividends will not exceed the highest corporate income tax rate in effect at the time of the distribution (2022: 25.8%).

### **Taxes on income and capital gains**

#### *Dutch Resident Entities*

Generally, if the holder of Ordinary Shares or Warrants is a Dutch Resident Entity, any income derived or deemed to be derived from the Ordinary Shares and Warrants or any capital gains realized on the disposal or deemed disposal or exercise, as applicable of the Ordinary Shares or Warrants is subject to Dutch corporate income tax at a rate of 15% with respect to taxable profits up to €395,000 and 25.8% with respect to taxable profits in excess of that amount (rates and brackets for 2022).

#### *Dutch Resident Individuals*

If the holder of Ordinary Shares or Warrants is a Dutch Resident Individual, any income derived or deemed to be derived from the Ordinary Shares and Warrants or any capital gains realized on the disposal or deemed disposal or exercise, as applicable of the Ordinary Shares or Warrants is subject to Dutch personal income tax at the progressive rates (with a maximum of 49.5% in 2022), if:

- i. the Ordinary Shares or Warrants are attributable to an enterprise from which the holder of Ordinary Shares or Warrants 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 Ordinary Shares or Warrants is considered to perform activities with respect to the Ordinary Shares or Warrants that go beyond ordinary asset management (*normaal, actief vermogensbeheer*) or otherwise derives benefits from the Ordinary Shares or Warrants that are taxable as benefits from miscellaneous activities (*resultaat uit overige werkzaamheden*).

#### *Taxation of savings and investments*

If the above-mentioned conditions i. and ii. do not apply to the Dutch Resident Individual, the Dutch Resident Individual's net investment assets (*rendementsgrondslag*) for the year will be subject to an annual Dutch income tax on a deemed return under the regime for savings and investments (*inkomen uit sparen en beleggen*), insofar the Dutch Resident Individual's net investment assets for the year exceed a statutory threshold (*heffingvrij vermogen*). 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 Ordinary Shares and Warrants are included as investment assets. The deemed return on the Dutch Resident Individual's net investment assets for the year is taxed at a flat rate of 31% (rate for 2022). Actual income or capital gains realized in respect of the Ordinary Shares and Warrants are as such not subject to Dutch income tax.

Based on a decision of the Dutch Supreme Court (*Hoge Raad*) of December 24, 2021 (ECLI:NL:HR:2021:1963), the system of taxation for savings and investments based on a deemed return may under specific circumstances contravene with Section 1 of the First Protocol to the European Convention on Human Rights in combination with Section 14 of the European Convention on Human Rights. On June 28, 2022 the Dutch State Secretary of Finance has issued a decree amending the regime for taxation of savings and investments as in effect on the date hereof to comply with this Dutch Supreme Court ruling. This decree will be implemented in Dutch tax law pursuant to the 'Law on the restoration of rights box 3' (*Wet rechtsherstel box 3*), which applies to calendar year 2022. On the basis of the decree as published on June 2022, 28 and the aforementioned new law the tax will be levied at the lowest outcome of the following two calculation methods:

*Method 1.* Under Method 1, the annual taxable benefit from a Dutch Resident Individual's assets and liabilities taxed under this regime, including the Ordinary Shares and Warrants, is based on a deemed return (ranging from



## Table of Contents

1.82% and 5.53% in 2022) of the positive balance of the fair market value of those assets, including the Ordinary Shares and Warrants, and the fair market value of those liabilities.

*Method 2.* Under Method 2, the annual taxable benefit is calculated as follows:

- (i) The Dutch Resident Individual's assets and liabilities taxed under this regime, including the Ordinary Shares and Warrants, are allocated over the following three categories: (a) bank savings, (b) other investments, including the Ordinary Shares and Warrants, and (c) liabilities.
- (ii) The return (*rendement*) in respect of these assets and liabilities is calculated as follows (the return is at a minimum nihil):
  - a) a deemed return on the fair market value of the actual amount of bank savings and cash on January 1 of the relevant calendar year; plus
  - b) a deemed return on the fair market value of the actual amount of other investments, including the Ordinary Shares and Warrants, on January 1 of the relevant calendar year; minus
  - c) a deemed return on the sum of the fair market value of the actual amount of liabilities on January 1 of the relevant calendar year less the statutory threshold for liabilities (*drempel*).
- (iii) The return percentage (%) (*rendementspercentage*) is calculated as follows:
  - a) by dividing the return calculated under (ii) above by the net investment assets for the year of the Dutch Resident Individual; multiplied by
  - b) 100.
- (iv) The taxable base (*grondslag sparen en beleggen*) is calculated as follows:
  - a) the net investment assets for the year of the Dutch Resident Individual; minus
  - b) the applicable statutory threshold.
- (v) The taxable benefit for the year is equal to the taxable base calculated under (iv) above multiplied by the return percentage calculated under (iii) above.

At the date hereof, the deemed returns for the different investment categories mentioned under (ii) above have been temporarily set at: (a) 0.01%, (b) 5.69% and (c) 2.46%. The definitive percentages for the year 2022 will be published in the first months of 2023 and will have retroactive effect to January 1, 2022.

Holders of Ordinary Shares and Warrants are advised to consult their own tax advisor to ensure that the tax is levied in accordance with the decision of the Dutch Supreme Court.

### **Non-residents of the Netherlands**

A holder of Ordinary Shares or Warrants that is neither a Dutch Resident Entity nor a Dutch Resident Individual will not be subject to Dutch income tax in respect of income derived or deemed to be derived from the Ordinary Shares or Warrants or in respect of capital gains realized on the disposal or deemed disposal or exercise, as applicable of the Ordinary Shares or Warrants, 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, as applicable) 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 Ordinary Shares or Warrants 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 Ordinary Shares or Warrants that go beyond ordinary asset management and does not otherwise derive benefits from the Ordinary Shares or Warrants that are taxable as benefits from miscellaneous activities in the Netherlands.

## Table of Contents

### **Gift and inheritance taxes**

#### *Residents of the Netherlands*

Gift or inheritance taxes will arise in the Netherlands with respect to a transfer of Ordinary Shares or Warrants by way of a gift by, or on the death of, a holder of Ordinary Shares or Warrants 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 Ordinary Shares or Warrants by way of a gift by, or on the death of, a holder of Ordinary Shares or Warrants who is neither resident nor deemed to be resident of the Netherlands, unless:

- i. in the case of a gift of an Ordinary Share or Warrant 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 an Ordinary Share Warrant is made under a condition precedent, the holder of Ordinary Shares or Warrants, as applicable 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 Ordinary Shares or Warrants in respect of any payment in consideration for the holding or disposal or exercise, as applicable of the Ordinary Shares or Warrants.

### **Real Property Transfer Tax**

Under circumstances, the Ordinary Shares could, for the purposes of Dutch real property transfer tax (*overdrachtsbelasting*), be treated as real property (*fictieve onroerende zaken*) located in the Netherlands, in which case this tax could be payable upon acquisition of Ordinary Shares.

The Ordinary Shares will generally not be treated as real property if at the time of, or at any time during the year preceding, the acquisition of the Ordinary Shares:

- i. our assets do not and did not include real property situated in the Netherlands; or
- ii. our assets only include and included real property, situated either in or outside the Netherlands, that we do not and did not hold, and currently do not intend to hold, predominantly as a financial investment.

Real property as referred to under (i) and (ii) above includes legal ownership and more limited legal rights over the property (rights in rem) (*zakelijke rechten*) as well as contractual rights that give us economic exposure to the value of such real property, and certain participations or interests in entities that are treated as real property.

Our assets do not include and have not included real property situated in the Netherlands as described above. Consequently, no Dutch real property transfer tax becomes payable upon an acquisition of Ordinary Shares.

**Stamp Duties**

No Dutch documentation taxes (commonly referred to as stamp duties) will be payable by a holder of Ordinary Shares or Warrants in respect of any payment in consideration for the holding or disposal or exercise, as applicable of the Ordinary Shares or Warrants.

## PLAN OF DISTRIBUTION

We are registering the issuance by us of up to 1,736,545 Ordinary Shares underlying the Rollover Options. We are registering the possible offer and sale from time to time of up to 77,092,642 Ordinary Shares by the Selling Securityholders (including Ordinary Shares underlying the Warrants) and up to 167,000 Private Placement Warrants by the Selling Securityholders. All of the Ordinary Shares and Private Placement Warrants offered by the Selling Securityholders pursuant to this prospectus will be sold by the Selling Securityholders for their respective accounts. We will not receive any of the proceeds from such sales.

Except as set forth in any applicable agreement providing registration rights, the Selling Securityholders will pay any underwriting discounts and commissions and expenses incurred by the Selling Securityholders for brokerage, accounting, tax or legal services or any other expenses incurred by the Selling Securityholders in disposing of the securities. We will bear all other costs, fees and expenses incurred in effecting the registration of the securities covered by this prospectus, including, without limitation, all registration and filing fees, Nasdaq listing fees and fees and expenses of our counsel and our independent registered public accountants.

The securities beneficially owned by the Selling Securityholders covered by this prospectus may be offered and sold from time to time by the Selling Securityholders. The term "Selling Securityholders" includes donees, pledgees, transferees or other successors in interest selling securities received after the date of this prospectus from a Selling Securityholder as a gift, pledge, partnership distribution or other transfer. The Selling Securityholders will act independently of us in making decisions with respect to the timing, manner and size of each sale. Such sales may be made on one or more exchanges or in the over-the-counter market or otherwise, at prices and under terms then prevailing or at prices related to the then current market price or in negotiated transactions. Each Selling Securityholder reserves the right to accept and, together with its respective agents, to reject, any proposed purchase of securities to be made directly or through agents. The Selling Securityholders and any of their permitted transferees may sell their securities offered by this prospectus on any stock exchange, market or trading facility on which the securities are traded or in private transactions. If underwriters are used in the sale, such underwriters will acquire the shares for their own account. These sales may be at a fixed price or varying prices, which may be changed, or at market prices prevailing at the time of sale, at prices relating to prevailing market prices or at negotiated prices. The securities may be offered to the public through underwriting syndicates represented by managing underwriters or by underwriters without a syndicate. The obligations of the underwriters to purchase the securities will be subject to certain conditions. The underwriters will be obligated to purchase all the securities offered if any of the securities are purchased.

Subject to the limitations set forth in the Investor Rights Agreement and the Subscription Agreements, the Selling Securityholders may use any one or more of the following methods when selling the securities offered by this prospectus:

- purchases by a broker-dealer as principal and resale by such broker-dealer for its own account pursuant to this prospectus;
- ordinary brokerage transactions and transactions in which the broker solicits purchasers;
- block trades in which the broker-dealer so engaged will attempt to sell the securities as agent but may position and resell a portion of the block as principal to facilitate the transaction;
- an over-the-counter distribution in accordance with the rules of Nasdaq;
- through trading plans entered into by a Selling Securityholder pursuant to Rule 10b5-1 under the Exchange Act that are in place at the time of an offering pursuant to this prospectus and any applicable prospectus supplement hereto that provide for periodic sales of their securities on the basis of parameters described in such trading plans;
- to or through underwriters or broker-dealers;
- in "at the market" offerings, as defined in Rule 415 under the Securities Act, at negotiated prices,

## Table of Contents

- at prices prevailing at the time of sale or at prices related to such prevailing market prices, including sales made directly on a national securities exchange or sales made through a market maker other than on an exchange or other similar offerings through sales agents;
- directly to purchasers, including through a specific bidding, auction or other process or in privately negotiated transactions;
- in options transactions;
- through a combination of any of the above methods of sale; or
- any other method permitted pursuant to applicable law.

In addition, a Selling Securityholder that is an entity may elect to make a pro rata in-kind distribution for value of securities to its members, partners or shareholders pursuant to the registration statement of which this prospectus is a part by delivering a prospectus with a plan of distribution. Such members, partners or shareholders would thereby receive freely tradeable securities pursuant to the distribution through a registration statement. To the extent a distributee is an affiliate of ours (or to the extent otherwise required by law), we may file a prospectus supplement in order to permit the distributees to use the prospectus to resell the securities acquired in the distribution.

There can be no assurance that the Selling Securityholders will sell all or any of the securities offered by this prospectus. In addition, the Selling Securityholders may also sell securities under Rule 144 under the Securities Act, if available, or in other transactions exempt from registration, rather than under this prospectus. The Selling Securityholders have the sole and absolute discretion not to accept any purchase offer or make any sale of securities if they deem the purchase price to be unsatisfactory at any particular time.

The Selling Securityholders also may transfer the securities in other circumstances, in which case the transferees, pledgees or other successors-in-interest will be the selling beneficial owners for purposes of this prospectus. Upon being notified by a Selling Securityholder that a donee, pledgee, transferee, other successor-in-interest intends to sell our securities, we will, to the extent required, promptly file a supplement to this prospectus to name specifically such person as a Selling Securityholder.

With respect to a particular offering of the securities held by the Selling Securityholders, to the extent required, an accompanying prospectus supplement or, if appropriate, a post-effective amendment to the registration statement of which this prospectus is part, will be prepared and will set forth the following information:

- the specific securities to be offered and sold;
- the names of the Selling Securityholders;
- the respective purchase prices and public offering prices, the proceeds to be received from the sale, if any, and other material terms of the offering;
- settlement of short sales entered into after the date of this prospectus;
- the names of any participating agents, broker-dealers or underwriters; and
- any applicable commissions, discounts, concessions and other items constituting compensation from the Selling Securityholders.

In connection with distributions of the securities or otherwise, the Selling Securityholders may enter into hedging transactions with broker-dealers or other financial institutions. In connection with such transactions, broker-dealers or other financial institutions may engage in short sales of the securities in the course of hedging the positions they assume with Selling Securityholders. The Selling Securityholders may also sell the securities short and redeliver the securities to close out such short positions. The Selling Securityholders may also enter into option or other transactions with broker-dealers or other financial institutions which require the delivery to such

## Table of Contents

broker-dealer or other financial institution of securities offered by this prospectus, which securities such broker-dealer or other financial institution may resell pursuant to this prospectus (as supplemented or amended to reflect such transaction). The Selling Securityholders may also pledge securities to a broker-dealer or other financial institution, and, upon a default, such broker-dealer or other financial institution, may effect sales of the pledged securities pursuant to this prospectus (as supplemented or amended to reflect such transaction).

In order to facilitate the offering of the securities, any underwriters or agents, as the case may be, involved in the offering of such securities may engage in transactions that stabilize, maintain or otherwise affect the price of our securities. Specifically, the underwriters or agents, as the case may be, may overallocate in connection with the offering, creating a short position in our securities for their own account. In addition, to cover overallocations or to stabilize the price of our securities, the underwriters or agents, as the case may be, may bid for, and purchase, such securities in the open market. Finally, in any offering of securities through a syndicate of underwriters, the underwriting syndicate may reclaim selling concessions allotted to an underwriter or a broker-dealer for distributing such securities in the offering if the syndicate repurchases previously distributed securities in transactions to cover syndicate short positions, in stabilization transactions or otherwise. Any of these activities may stabilize or maintain the market price of the securities above independent market levels. The underwriters or agents, as the case may be, are not required to engage in these activities, and may end any of these activities at any time.

The Selling Securityholders may solicit offers to purchase the securities directly from, and they may sell such securities directly to, institutional investors or others. In this case, no underwriters or agents would be involved. The terms of any of those sales, including the terms of any bidding or auction process, if utilized, will be described in the applicable prospectus supplement.

It is possible that one or more underwriters may make a market in our securities, but such underwriters will not be obligated to do so and may discontinue any market making at any time without notice. We cannot give any assurance as to the liquidity of the trading market for our securities. Our Ordinary Shares and Public Warrants are listed on the Nasdaq under the symbol “NAMS” and “NAMSW,” respectively.

The Selling Securityholders may authorize underwriters, broker-dealers or agents to solicit offers by certain purchasers to purchase the securities at the public offering price set forth in the prospectus supplement pursuant to delayed delivery contracts providing for payment and delivery on a specified date in the future. The contracts will be subject only to those conditions set forth in the prospectus supplement, and the prospectus supplement will set forth any commissions we or the Selling Securityholders pay for solicitation of these contracts.

A Selling Securityholder may enter into derivative transactions with third parties, or sell securities not covered by this prospectus to third parties in privately negotiated transactions. If the applicable prospectus supplement indicates, in connection with those derivatives, the third parties may sell securities covered by this prospectus and the applicable prospectus supplement, including in short sale transactions. If so, the third party may use securities pledged by any Selling Securityholder or borrowed from any Selling Securityholder or others to settle those sales or to close out any related open borrowings of stock, and may use securities received from any Selling Securityholder in settlement of those derivatives to close out any related open borrowings of stock. The third party in such sale transactions will be an underwriter and will be identified in the applicable prospectus supplement (or a post-effective amendment). In addition, any Selling Securityholder may otherwise loan or pledge securities to a financial institution or other third party that in turn may sell the securities short using this prospectus. Such financial institution or other third party may transfer its economic short position to investors in our securities or in connection with a concurrent offering of other securities.

In effecting sales, broker-dealers or agents engaged by the Selling Securityholders may arrange for other broker-dealers to participate. Broker-dealers or agents may receive commissions, discounts or concessions from the Selling Securityholders in amounts to be negotiated immediately prior to the sale.

## Table of Contents

In compliance with the guidelines of the Financial Industry Regulatory Authority (“FINRA”), the aggregate maximum discount, commission, fees or other items constituting underwriting compensation to be received by any FINRA member or independent broker-dealer will not exceed 8% of the gross proceeds of any offering pursuant to this prospectus and any applicable prospectus supplement.

### ***Notice to prospective investors in the European Economic Area***

In relation to each Member State of the European Economic Area (each, a “Relevant State”), no securities have been offered or will be offered pursuant to the offering to the public in that Relevant State, except that offers of securities may be made to the public in that Relevant State at any time under the following exemptions under the Prospectus Regulation:

- (i) to any legal entity which is a qualified investor as defined in the Prospectus Regulation;
- (ii) to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation), subject to obtaining the prior consent of the underwriters for any such offer; or
- (iii) in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of securities shall require the Company or the representatives to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation. For the purpose of the above provisions, the expression “an offer to the public” in relation to any securities in any Relevant State means the communication in any form and by any means of sufficient information on the terms of the offer and the securities to be offered so as to enable an investor to decide to purchase or subscribe for any securities, and the expression “Prospectus Regulation” means Regulation (EU) 2017/1129, as amended, including any relevant delegated regulations.

### ***MiFID II Product Governance***

Any person offering, selling or recommending the securities (a “distributor”) should take into consideration the manufacturers’ target market assessment; however, a distributor subject to MiFID II (Directive 2014/65/EU) is responsible for undertaking its own target market assessment in respect of the securities (by either adopting or refining the manufacturers’ target market assessment) and determining appropriate distribution channels.

*Specific Dutch selling restriction for exempt offers:* Each distributor will be required to represent and agree that it will not make an offer of securities which are the subject of the offering contemplated by this prospectus to the public in the Netherlands in reliance on Article 1(4) of the Prospectus Regulation, unless:

- (i) such offer is made exclusively to legal entities which are qualified investors in the Netherlands; or
- (ii) standard exemption logo and wording are disclosed as required by article 5:4(2) of the Dutch Financial Markets Supervision Act (*Wet op het financieel toezicht*); or
- (iii) such offer is otherwise made in circumstances in which article 5:4(2) of the Dutch Financial Markets Supervision Act is not applicable,

provided that no such offer of securities shall require the Company or any distributor to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

### ***Notice to Prospective Investors in the United Kingdom***

No securities have been offered or will be offered pursuant to the offering to the public in the United Kingdom prior to the publication of a prospectus in relation to the securities which has been approved by the Financial Conduct Authority, except that the securities may be offered to the public in the United Kingdom at any time:

- (i) to any legal entity which is a qualified investor as defined under Article 2 of the UK Prospectus Regulation;

## Table of Contents

- (ii) to fewer than 150 natural or legal persons (other than qualified investors as defined under Article 2 of the UK Prospectus Regulation), subject to obtaining the prior consent of the representative for any such offer; or
- (iii) in any other circumstances falling within Section 86 of the Financial Services and Markets Act 2000 (the “FSMA”),

provided that no such offer of the securities shall require us or the representative 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 to the public” in relation to the securities in the United Kingdom means the communication in any form and by any means of sufficient information on the terms of the offer and any securities to be offered so as to enable an investor to decide to purchase or subscribe for any securities and 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 (the “UK Prospectus Regulation”).

Any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA in connection with the issue or sale of any securities may only be communicated or caused to be communicated in circumstances in which Section 21(1) of the FSMA does not apply to the Company. Each purchaser of securities must comply with all applicable provisions of the FSMA and the Financial Services Act 2012 with respect to anything done by it in relation to any securities in, from or otherwise involving the United Kingdom.

This prospectus is only being distributed to, and is only directed at, persons in the United Kingdom that are qualified investors as defined in the UK Prospectus Regulation that are also (i) investment professionals falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (as amended, the “Order”) or (ii) high net worth entities, and other persons to whom it may lawfully be communicated, falling within Article 49(2)(a) to (d) of the Order or (iii) persons to whom an invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA in connection with the issue or sale of any securities may otherwise lawfully be communicated or caused to be communicated (each such person being referred to as a “relevant person”). This prospectus and its contents are confidential and should not be distributed, published or reproduced (in whole or in part) or disclosed by recipients to any other persons in the United Kingdom. Any person in the United Kingdom that is not a relevant person should not act or rely on this document or any of its contents.



## SHARES ELIGIBLE FOR FUTURE SALE

We have 400,000,000 Ordinary Shares authorized and 81,559,780 Ordinary Shares issued and outstanding as of December 13, 2022. Additionally, we have 4,600,000 Public Warrants and 167,000 Private Placement Warrants issued and outstanding, which entitle the holder to purchase one Ordinary Share per Warrant at an exercise price of \$11.50 per share and that become exercisable 30 business days following the closing of the Business Combination. The Warrants expire five years after the Closing Date or earlier upon redemption or liquidation in accordance with their terms.

The 9,735,138 Ordinary Shares issued to holders of FLAC Class A Ordinary Shares of FLAC and the Public Warrants issued in connection with the Business Combination are freely transferable without restriction or further registration under the Securities Act, except to the extent held by our “affiliates.” The PIPE Shares, the Ordinary Shares issued to Amgen and MTPC and the Private Placement Warrants were not registered under the Securities Act, in reliance upon the exemption provided in Section 4(a)(2) of the Securities Act and/or Regulation S promulgated thereunder, and are not freely transferable. The shares issued to our “affiliates” and the PIPE Shares, the Ordinary Shares issued to Amgen and MTPC and the Private Placement Warrants are “restricted securities” as that term is defined in Rule 144 under the Securities Act and may be sold publicly in the United States only if they are subject to an effective registration statement under the Securities Act or pursuant to an exemption from the registration requirement, such as those provided by Rule 144 and Rule 701 promulgated under the Securities Act (see description below).

The registration statement of which this prospectus forms a part has been filed to satisfy our obligations to register the offer and sale of Ordinary Shares by certain NewAmsterdam Pharma and FLAC shareholders prior to the closing of the Business Combination and PIPE Investors pursuant to the Investor Rights Agreement and the Subscription Agreements, and Warrants, and the underlying Ordinary Shares, pursuant to the Warrant Assumption Agreement. We cannot make any prediction as to the effect, if any, that sales of our Ordinary Shares and Public Warrants or the availability of our Ordinary Shares and Public Warrants for sale will have on the market price of our Ordinary Shares and Public Warrants. Sales of substantial amounts of our Ordinary Shares or Public Warrants in the public market could adversely affect prevailing market price of such securities.

### Rule 144

As described below, Rule 144 will not be available until 12 months following the date on which we filed all required “Form 10” information as provided for under the Securities Act. Pursuant to Rule 144 of the Securities Act (“Rule 144”), a person who has beneficially owned restricted ordinary shares for at least six months would be entitled to sell their 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 three months preceding, a sale and (ii) we are subject to the Exchange Act periodic reporting requirements for at least three months before the sale and have filed all required reports under Section 13 or 15(d) of the Exchange Act during the 12 months (or such shorter period as we were required to file reports) preceding the sale.

Persons who have beneficially owned restricted Ordinary Shares or Public Warrants for at least six months but who are our affiliates at the time of, or at any time during the three months 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:

- 1% of the total number of Ordinary Shares then issued and outstanding; or
- the average weekly reported trading volume of the Ordinary Shares during the four calendar weeks preceding the filing of a notice on Form 144 with respect to the sale.

Sales by our affiliates under Rule 144 are also limited by manner of sale provisions and notice requirements and to the availability of current public information about us. The earliest Rule 144 would be available to our shareholders is November 28, 2023.

### **Restrictions on the Use of Rule 144 by Shell Companies or Former Shell Companies**

Rule 144 is not available for the resale of securities initially issued by shell companies (other than business combination related shell companies) or issuers that have been at any time previously a shell company. However, Rule 144 also includes an important exception to this prohibition if the following conditions are met:

- the issuer of the securities that was formerly a shell company has ceased to be a shell company;
- the issuer of the securities is subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act;
- the issuer of the securities has filed all Exchange Act reports and material required to be filed, as applicable, during the preceding 12 months (or such shorter period that the issuer was required to file such reports and materials), other than Current Reports on Form 8-K; and
- at least one year has elapsed from the time that the issuer filed current Form 10 type information with the SEC reflecting its status as an entity that is not a shell company.

Upon the consummation of the Business Combination, in November 2022, we ceased to be a shell company and so, once the conditions set forth in the exceptions listed above are satisfied, Rule 144 will become available for the resale of restricted securities and securities held by affiliates.

### **Regulation S**

Regulation S under the Securities Act provides an exemption from registration requirements in the United States for offers and sales of securities that occur outside the United States. Rule 903 of Regulation S provides the conditions to the exemption for a sale by an issuer, a distributor, their respective affiliates or anyone acting on their behalf, while Rule 904 of Regulation S provides the conditions to the exemption for a resale by persons other than those covered by Rule 903. In each case, any sale must be completed in an offshore transaction, as that term is defined in Regulation S, and no directed selling efforts, as that term is defined in Regulation S, may be made in the United States.

We are a foreign issuer as defined in Regulation S. As a foreign issuer, securities that we sell outside the United States pursuant to Regulation S are not considered to be restricted securities under the Securities Act, and, subject to the offering restrictions imposed by Rule 903, are freely tradable without registration or restrictions under the Securities Act, unless the securities are held by our affiliates. Generally, subject to certain limitations, holders of our restricted shares who are not affiliates of our company or who are affiliates of our company by virtue of their status as an officer or director may, under Regulation S, resell their restricted shares in an “offshore transaction” if none of the seller, its affiliate nor any person acting on their behalf engages in directed selling efforts in the United States and, in the case of a sale of our restricted shares by an officer or director who is an affiliate of ours solely by virtue of holding such position, no selling commission, fee or other remuneration is paid in connection with the offer or sale other than the usual and customary broker’s commission that would be received by a person executing such transaction as agent. Additional restrictions are applicable to a holder of our restricted shares who will be an affiliate of our company other than by virtue of his or her status as an officer or director of our company.

### **Rule 701**

In general, under Rule 701 of the Securities Act as currently in effect, each of our employees, consultants or advisors who purchases equity shares from us in connection with a compensatory stock plan or other written agreement that was executed prior to the completion of the Business Combination is eligible to resell those equity shares in reliance on Rule 144, but without compliance with some of the restrictions, including the holding period, contained in Rule 144. However, the Rule 701 shares would remain subject to lock-up arrangements and would only become eligible for sale when the lock-up period expires.

### **Lock-up Agreements**

At the closing of the Business Combination, certain NewAmsterdam Pharma shareholders who are not party to the Investor Rights Agreement (after giving effect to the Merger and the PIPE Financing) including certain of our executive officers, entered into Lock-Up Agreements, pursuant to which, among other things, they agreed not to sell, assign, offer to sell, contract, pledge, grant, or otherwise dispose of or enter into any swap or other similar arrangement, with respect to the Ordinary Shares such persons receive in connection with the Business Combination for six months from the Final Closing Date of the Business Combination. Notwithstanding the foregoing, the restrictions above will end on the earlier of the date that (i) the closing price of a Ordinary Share equals or exceeds \$12.00 per share (subject to certain adjustments) for any 20 trading days within any 30-day trading period commencing at least 150 after the Final Closing Date of the Business Combination, or (ii) we complete a liquidation, merger, share exchange, reorganization or other similar transaction that results in all of our shareholders having the right to exchange their Ordinary Shares for cash, securities or other property, subject to certain limited exceptions. The share transfer restrictions above will not apply with respect to sales to cover withholding taxes due upon vesting of equity awards and, in the case of our directors or officers, with respect to the sale of up to 10% of the Ordinary Shares held by each of them. Approximately 268,472 Ordinary Shares, or less than 1% of the Ordinary Shares outstanding following the closing of the Business Combination, are subject to a Lock-Up Agreement. The terms of a Lock-Up Agreement will also apply Ordinary Shares underlying options held by the parties to a Lock-Up Agreement.

### **Investor Rights Agreement**

Pursuant to the Investor Rights Agreement, certain NewAmsterdam Pharma shareholders agreed not to sell, assign, offer to sell, contract, pledge, grant, or otherwise dispose of or enter into any swap or other similar arrangement, with respect to the Ordinary Shares such persons receive in connection with the Business Combination for six months from the Final Closing Date of the Business Combination, subject to certain limited exceptions. In addition, the FLAC Initial Shareholders will agree not to sell, assign, offer to sell, contract, pledge, grant, or otherwise dispose of or enter into any swap or other similar arrangement, with respect to the Ordinary Shares they receive in connection with the Business Combination for a period beginning on the Final Closing Date and ending one year after the Final Closing Date of the Business Combination. Notwithstanding the foregoing, the restrictions above will end prior to the indicated time periods with respect to 50% of the Ordinary Shares the NewAmsterdam Pharma shareholders and the FLAC Initial Shareholders, as the case may be, receives in connection with the Business Combination, on the earlier of the date that (i) the closing price of a Ordinary Share equals or exceeds \$12.00 per share (subject to certain adjustments) for any 20 trading days within any 30-day trading period commencing at least 150 days after the Final Closing Date of the Business Combination, or (ii) we complete a liquidation, merger, share exchange, reorganization or other similar transaction that results in all of our shareholders having the right to exchange their Ordinary Shares for cash, securities or other property, subject to certain limited exceptions. The restrictions on the remaining 50% of the Ordinary Shares each of the NewAmsterdam Pharma shareholders and the FLAC Initial Shareholders, as the case may be, receives in connection with the Business Combination will end prior to the periods indicated above on the date that we complete a liquidation, merger, share exchange, reorganization or other similar transaction that results in all of our shareholders having the right to exchange their Ordinary Shares for cash, securities or other property, subject to certain limited exceptions. The share transfer restrictions above will not apply with respect to sales to cover withholding taxes due upon vesting of equity awards and, in the case of our directors or officers, with respect to the sale of up to 10% of the Ordinary Shares held by each of them. An aggregate of 44,914,642 Ordinary Shares held by former NewAmsterdam Pharma shareholders (including Amgen and MTPC) will have registration rights pursuant to the terms of the Investor Rights Agreement.

### **Registration Rights**

In connection with the closing of the Business Combination, we entered into the Investor Rights Agreement with the FLAC Initial Shareholders and certain NewAmsterdam Pharma shareholders, which is filed hereto as

---

[Table of Contents](#)

Exhibit 10.5, providing for, among other things, subject to the terms thereof, customary registration rights, including demand and piggy-back rights subject to cut-back provisions. We agreed to file a registration statement to register the Ordinary Shares covered by the Investor Rights Agreement no later than 30 days following consummation of the Business Combination.

The Subscription Agreements entered into in connection with the PIPE Financing also requires us to file a registration statement to register the PIPE Shares no later than 30 days following the consummation of the Business Combination.

The registration statement of which this prospectus forms a part is being filed to satisfy the obligation described above.

## LEGAL MATTERS

NautaDutilh N.V., Dutch counsel to the Company, has provided a legal opinion for the Company regarding (i) valid issue, (ii) paying up and (iii) non-assessability of the Ordinary Shares offered by this prospectus, based on the assumptions and subject to the qualifications and limitations set out therein. Certain legal matters in connection with this offering relating to New York law will be passed upon for us by Covington & Burling LLP, New York, New York.

## EXPERTS

The financial statements of Frazier Lifesciences Acquisition Corporation as of December 31, 2021 and 2020, for the year ended December 31, 2021 and for the period from October 7, 2020 (inception) to December 31, 2020, have been included in this prospectus in reliance upon the report of WithumSmith+Brown, PC, appearing elsewhere herein, and upon the authority of said firm as experts in accounting and auditing.

The financial statements of NewAmsterdam Pharma Holding B.V. as at December 31, 2021 and 2020, and for each of the two years in the period ended December 31, 2021, included in this registration statement have been audited by Deloitte Accountants B.V., an independent registered public accounting firm, as stated in their report. Such financial statements are included in reliance upon the report of such firm given their authority as experts in accounting and auditing.

The financial statements of NewAmsterdam Pharma Company B.V. as at June 30, 2022, included in this registration statement have been audited by Deloitte Accountants B.V., an independent registered public accounting firm, as stated in their report. Such financial statements are included in reliance upon the report of such firm given their authority as experts in accounting and auditing.

## ENFORCEMENT OF CIVIL LIABILITIES

We are organized under the law of the Netherlands, and certain of our directors and executive officers, and certain experts named in this prospectus, reside outside of the United States. All or a substantial portion of the assets of such individuals and of the Company may be located outside of the United States. As a result, it may not be possible to effect service of process within the United States upon such individuals or us, or to enforce against such individuals or us in United States courts judgments obtained in such courts predicated upon the civil liability provisions of the federal securities laws of the United States. We have been advised by counsel that there is doubt as to the enforceability in the Netherlands, in original actions or in actions for the enforcement of judgments of United States courts, of liabilities predicated solely upon the securities laws of the United States or enforce claims for punitive damages.

## EXPENSES RELATED TO THE OFFERING

We estimate the following expenses in connection with the offer and sale of our Ordinary Shares and Private Placement Warrants by the Selling Securityholders. With the exception of the SEC Registration Fee, all amounts are estimates.

<b>SEC registration fee</b>	\$84,652.86
<b>FINRA filing fee</b>	*
<b>Legal fees and expenses</b>	*
<b>Accountants' fees and expenses</b>	*
<b>Printing expenses.</b>	85,000†
<b>Transfer agent fees and expenses</b>	*
<b>Miscellaneous costs</b>	*
<b>Total</b>	*

\* These fees are calculated based on the securities offered and the number of issuances and accordingly cannot be defined at this time.

† Estimated solely for purposes of this section. Actual expenses may vary.

We will bear all costs, expenses and fees in connection with the registration of the securities offered by this prospectus, whereas the Selling Securityholders will bear all incremental selling expenses, including commissions, brokerage fees and other similar selling expenses.

## 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 with respect to the securities being offered by this prospectus. For purposes of this section, the term registration statement means the original registration statement and any and all amendments including the schedules and exhibits to the original registration statement or any amendment. 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.

We are subject to the informational requirements of the Exchange Act that are applicable to foreign private issuers. Accordingly, we are required to file or furnish 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 regarding issuers that file electronically with the SEC. Our filings with the SEC are available to the public through the SEC's website at <http://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 executive officers, directors and principal and Selling Securityholders 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 maintain a corporate website at [www.newamsterdampharma.com](http://www.newamsterdampharma.com). Information contained on, or that can be accessed through, our website does not constitute a part of this prospectus. We have included our website address in this prospectus solely for informational purposes.

## INDEX TO FINANCIAL STATEMENTS

### FRAZIER LIFESCIENCES ACQUISITION CORPORATION

Consolidated Financial Statements of Frazier Lifesciences Acquisition Corporation as of and for the years ended December 31, 2021 and 2020

	<u>Page</u>
<a href="#">Report of Independent Registered Public Accounting Firm</a>	F-2
<a href="#">Balance Sheets</a>	F-3
<a href="#">Statements of Operations</a>	F-4
<a href="#">Statements of Stockholders' Equity</a>	F-5
<a href="#">Statements of Cash Flows</a>	F-6
<a href="#">Notes to Financial Statements</a>	F-7

Unaudited Interim Financial Statements of Frazier Lifesciences Acquisition Corporation as of and for the nine months ended September 30, 2022 and 2021

<a href="#">Unaudited Condensed Balance Sheets as of September 30, 2022</a>	F-23
<a href="#">Unaudited Condensed Statements of Operations for the three and nine months ended September 30, 2022 and 2021</a>	F-24
<a href="#">Unaudited Condensed Statement of Changes in Shareholders' Deficit for the three and nine months ended September 30, 2022 and 2021</a>	F-25
<a href="#">Unaudited Condensed Statement of Cash Flows for the nine months ended September 30, 2022</a>	F-26
<a href="#">Notes to Unaudited Condensed Financial Statements</a>	F-27

### NEWAMSTERDAM PHARMA HOLDING B.V. AND SUBSIDIARIES

Consolidated Financial Statements of NewAmsterdam Pharma Holding B.V. and Subsidiaries as at December 31, 2021 and for the years ended December 31, 2021 and 2020

	<u>Page</u>
<a href="#">Report of Independent Registered Public Accounting Firm</a>	F-45
<a href="#">Consolidated Statements of Profit or Loss and Other Comprehensive Loss</a>	F-46
<a href="#">Consolidated Statements of Financial Position</a>	F-47
<a href="#">Consolidated Statements of Changes in Equity</a>	F-48
<a href="#">Consolidated Statements of Cash Flows</a>	F-49
<a href="#">Notes to Consolidated Financial Statements</a>	F-50

Unaudited Condensed Consolidated Financial Statements of NewAmsterdam Pharma Holding B.V. and Subsidiaries as at June 30, 2022 and for the six months ended June 30, 2022 and 2021

<a href="#">Unaudited Condensed Consolidated Statements of Profit or Loss and Other Comprehensive Income or Loss for the six months ended June 30, 2022 and 2021</a>	F-78
<a href="#">Unaudited Condensed Consolidated Statements of Financial Position as at June 30, 2022 and December 31, 2021</a>	F-79
<a href="#">Unaudited Condensed Consolidated Statements of Changes in Equity for the six months ended June 30, 2022 and 2021</a>	F-80
<a href="#">Unaudited Condensed Consolidated Statement of Cash Flows for the six months ended June 30, 2022 and 2021</a>	F-81
<a href="#">Notes to Unaudited Condensed Consolidated Financial Statements</a>	F-82

### NEWAMSTERDAM PHARMA COMPANY B.V.

Consolidated Financial Statements of NewAmsterdam Pharma Company B.V. as at June 30, 2022

	<u>Page</u>
<a href="#">Report of Independent Registered Public Accounting Firm</a>	F-95
<a href="#">Consolidated Statements of Financial Position</a>	F-96
<a href="#">Notes to Consolidated Financial Statements</a>	F-97

## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Shareholders and Board of Directors of  
Frazier Lifesciences Acquisition Corporation

### Opinion on the Financial Statements

We have audited the accompanying balance sheets of Frazier Lifesciences Acquisition Corporation (the “Company”) as of December 31, 2021 and 2020, the related statements of operations, changes in shareholders’ deficit and cash flows for the year ended December 31, 2021 and the period from October 7, 2020 (inception) through December 31, 2020, and the related notes (collectively referred to as the “financial statements”). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2021 and 2020, and the results of its operations and its cash flows for the year ended December 31, 2021 and the period from October 7, 2020 (inception) through December 31, 2020, in conformity with accounting principles generally accepted in the United States of America.

### Going Concern

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 1 to the financial statements, if the Company is unable to raise additional funds to alleviate liquidity needs and complete a business combination by December 11, 2022 then the Company will cease all operations except for the purpose of liquidating. The liquidity condition and date for mandatory liquidation and subsequent dissolution raise substantial doubt about the Company’s ability to continue as a going concern. Management’s plans in regard to these matters are also described in Note 1. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

### Basis for Opinion

These financial statements are the responsibility of the Company’s management. Our responsibility is to express an opinion on the Company’s 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 in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits, we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company’s internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the 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 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 financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ WithumSmith+Brown, PC

We have served as the Company’s auditor since 2020.

New York, New York  
March 25, 2022



**FRAZIER LIFESCIENCES ACQUISITION CORPORATION**  
**BALANCE SHEETS**

	December 31,	
	2021	2020
<b>Assets:</b>		
Current assets:		
Cash	\$ 1,226,716	\$ 1,365,094
Prepaid expenses	261,333	503,683
<b>Total current assets</b>	<u>1,488,049</u>	<u>1,868,777</u>
Investments held in Trust Account	138,017,009	138,000,851
<b>Total Assets</b>	<u><b>\$ 139,505,058</b></u>	<u><b>\$ 139,869,628</b></u>
<b>Liabilities, Class A Ordinary Shares Subject to Possible Redemption and Shareholders' Deficit:</b>		
Current liabilities:		
Accounts payable	\$ 167,324	\$ 162,478
Accrued expenses	54,750	74,043
<b>Total current liabilities</b>	<u>222,074</u>	<u>236,521</u>
Deferred underwriting commissions	4,830,000	4,830,000
Derivative warrant liabilities	2,812,530	7,341,180
<b>Total liabilities</b>	<u>7,864,604</u>	<u>12,407,701</u>
<b>Commitments and Contingencies</b>		
Class A ordinary shares subject to possible redemption, \$0.0001 par value; 13,800,000 shares issued and outstanding at redemption value of \$10.00 per share at December 31, 2021 and 2020	138,000,000	138,000,000
<b>Shareholders' Deficit:</b>		
Preference shares, \$0.0001 par value; 1,000,000 shares authorized; none issued or outstanding at December 31, 2021 and 2020	—	—
Class A ordinary shares, \$0.0001 par value; 479,000,000 shares authorized; 501,000 shares issued and outstanding (excluding 13,800,000 shares subject to possible redemption) at December 31, 2021 and 2020	50	50
Class B ordinary shares, \$0.0001 par value; 20,000,000 shares authorized; 3,450,000 shares issued and outstanding at December 31, 2021 and 2020	345	345
Additional paid-in capital	—	—
Accumulated deficit	(6,359,941)	(10,538,468)
<b>Total shareholders' deficit</b>	<u>(6,359,546)</u>	<u>(10,538,073)</u>
<b>Total Liabilities Class A Ordinary Shares to Possible Redemption and Shareholders' Deficit</b>	<u><b>\$ 139,505,058</b></u>	<u><b>\$ 139,869,628</b></u>

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

**FRAZIER LIFESCIENCES ACQUISITION CORPORATION**  
**STATEMENTS OF OPERATIONS**

	<b>For The Year Ended December 31, 2021</b>	<b>For The Period From October 7, 2020 (Inception) Through December 31, 2020</b>
General and administrative expenses	\$ 1,246,281	\$ 120,884
Administrative expenses—related party	120,000	6,774
Loss from operations	(1,366,281)	(127,658)
Other income (expenses):		
Interest income from investments held in Trust Account	16,158	851
Change in fair value of derivative warrant liabilities	4,528,650	619,710
Break-up fee from terminated agreement	1,000,000	—
Financing costs—derivative warrant liabilities	—	(451,450)
<b>Net income</b>	<b>\$ 4,178,527</b>	<b>\$ 41,453</b>
<b>Weighted average number of Class A ordinary shares-basic and diluted</b>	<b>14,301,000</b>	<b>3,492,105</b>
<b>Basic and diluted net income per share, Class A</b>	<b>\$ 0.24</b>	<b>\$ 0.01</b>
<b>Weighted average number of Class B ordinary shares-basic</b>	<b>3,450,000</b>	<b>3,109,884</b>
<b>Weighted average number of Class B ordinary shares-diluted</b>	<b>3,450,000</b>	<b>3,450,000</b>
<b>Basic net income per share, Class B</b>	<b>\$ 0.24</b>	<b>\$ 0.01</b>
<b>Diluted net income per share, Class B</b>	<b>\$ 0.24</b>	<b>\$ 0.01</b>

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

**FRAZIER LIFESCIENCES ACQUISITION CORPORATION**  
**STATEMENTS OF CHANGES IN SHAREHOLDERS' DEFICIT**

**FOR THE YEAR ENDED DECEMBER 31, 2021**

	Ordinary Shares				Additional Paid-in Capital	Accumulated Deficit	Total Shareholders' Deficit
	Class A		Class B				
	Shares	Amount	Shares	Amount			
<b>Balance—December 31, 2020</b>	<b>501,000</b>	<b>\$ 50</b>	<b>3,450,000</b>	<b>\$ 345</b>	<b>\$ —</b>	<b>\$ (10,538,468)</b>	<b>\$ (10,538,073)</b>
Net income	—	—	—	—	—	4,178,527	4,178,527
<b>Balance—December 31, 2021</b>	<b>501,000</b>	<b>\$ 50</b>	<b>3,450,000</b>	<b>\$ 345</b>	<b>\$ —</b>	<b>\$ (6,359,941)</b>	<b>\$ (6,359,546)</b>

**FOR THE PERIOD FROM OCTOBER 7, 2020 (INCEPTION) THROUGH DECEMBER 31, 2020**

	Ordinary Shares				Additional Paid-in Capital	Accumulated Deficit	Total Shareholders' Deficit
	Class A		Class B				
	Shares	Amount	Shares	Amount			
<b>Balance—October 7, 2020 (inception)</b>	—	\$ —	—	\$ —	\$ —	\$ —	\$ —
Issuance of Class B ordinary shares to Sponsor	—	—	3,450,000	345	24,655	—	25,000
Sale of Private Placement Units, less fair value of derivative warrant liabilities	501,000	50	—	—	4,731,060	—	4,731,110
Accretion of Class A ordinary shares subject to possible redemption	—	—	—	—	(4,755,715)	(10,579,921)	(15,335,636)
Net income	—	—	—	—	—	41,453	41,453
<b>Balance—December 31, 2020</b>	<b>501,000</b>	<b>\$ 50</b>	<b>3,450,000</b>	<b>\$ 345</b>	<b>\$ —</b>	<b>\$ (10,538,468)</b>	<b>\$ (10,538,073)</b>

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

**FRAZIER LIFESCIENCES ACQUISITION CORPORATION**  
**STATEMENTS OF CASH FLOWS**

	For The Year Ended December 31, 2021	For The Period From October 7, 2020 (Inception) Through December 31, 2020
<b>Cash Flows from Operating Activities:</b>		
Net income	\$ 4,178,527	\$ 41,453
Adjustments to reconcile net income to net cash used in operating activities:		
General and administrative expenses paid by Sponsor in exchange for issuance of Class B ordinary shares	—	25,000
General and administrative expenses paid by Sponsor under promissory note	—	18,200
Interest income from investments held in Trust Account	(16,158)	(851)
Change in fair value of derivative warrant liabilities	(4,528,650)	(619,710)
Financing costs—derivative warrant liabilities	—	451,450
Changes in operating assets and liabilities:		
Prepaid expenses	242,350	(503,683)
Accounts payable	4,846	59,098
Accrued expenses	(19,293)	29,043
<b>Net cash used in operating activities</b>	<u>(138,378)</u>	<u>(500,000)</u>
<b>Cash Flows from Investing Activities:</b>		
Cash deposited in Trust Account	—	(138,000,000)
<b>Net cash used in investing activities</b>	<u>—</u>	<u>(138,000,000)</u>
<b>Cash Flows from Financing Activities:</b>		
Repayment of note payable to related party	—	(82,906)
Proceeds received from initial public offering, gross	—	138,000,000
Proceeds received from private placement	—	5,010,000
Offering costs paid	—	(3,062,000)
<b>Net cash provided by financing activities</b>	<u>—</u>	<u>139,865,094</u>
<b>Net change in cash</b>	(138,378)	1,365,094
<b>Cash—beginning of the period</b>	1,365,094	—
<b>Cash—end of the period</b>	<u>\$ 1,226,716</u>	<u>\$ 1,365,094</u>
<b>Supplemental disclosure of noncash financing activities:</b>		
Offering costs included in accounts payable	\$ —	\$ 103,380
Offering costs included in accrued expenses	\$ —	\$ 45,000
Payment of offering costs through note payable	\$ —	\$ 64,706
Deferred underwriting commissions	\$ —	\$ 4,830,000

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

## NOTES TO FINANCIAL STATEMENTS

### Note 1—Description of Organization, Business Operations and Basis of Presentation

#### *Organization and General*

Frazier Lifesciences Acquisition Corporation (the “Company”) is a blank check company incorporated as a Cayman Islands exempted company on October 7, 2020. The Company was incorporated for the purpose of effecting a merger, share exchange, asset acquisition, share purchase, reorganization or similar business combination with one or more businesses that the Company has not yet identified (“Business Combination”).

As of December 31, 2021, the Company had not yet commenced operations. All activity for the period from October 7, 2020 (inception) through December 31, 2021 relates to the Company’s formation and the initial public offering (the “Initial Public Offering”), which is described below, and after the Initial Public Offering, the search for a target business. The Company will not generate any operating revenues until after the completion of its initial Business Combination, at the earliest. The Company will generate non-operating income in the form of interest income from the proceeds derived from the Initial Public Offering.

The Company’s Sponsor is Frazier Lifesciences Sponsor LLC, a Cayman Islands limited liability company (“Sponsor”). The registration statement for the Company’s Initial Public Offering was declared effective on December 8, 2020. On December 11, 2020, the Company consummated its Initial Public Offering of 13,800,000 units (each, a “Unit” and collectively, the “Units” and, with respect to the Class A ordinary shares included in the Units being offered, the “Public Shares”), including 1,800,000 additional Units to cover over-allotments (the “Over-Allotment Units”), at \$10.00 per Unit, generating gross proceeds of \$138.0 million, and incurring offering costs of approximately \$8.1 million, inclusive of approximately \$4.8 million in deferred underwriting commissions (See Note 6).

Simultaneously with the closing of the Initial Public Offering, the Company consummated the private placement (“Private Placement”) of 501,000 units (each, a “Private Placement Unit” and collectively, the “Private Placement Units”), at a price of \$10.00 per Private Placement Unit with the Sponsor, generating gross proceeds of approximately \$5.0 million (See Note 4).

Upon the closing of the Initial Public Offering and the Private Placement, approximately \$138.0 million (\$10.00 per Unit) of the net proceeds of the Initial Public Offering and certain of the proceeds of the Private Placement were placed in a trust account (“Trust Account”) with Continental Stock Transfer & Trust Company acting as trustee and invested in United States “government securities” within the meaning of Section 2(a)(16) of the Investment Company Act having a maturity of 185 days or less or in money market funds meeting certain conditions under Rule 2a-7 promulgated under the Investment Company Act which will be invested only in direct U.S. government treasury obligations, as determined by the Company, until the earlier of: (i) the completion of a Business Combination and (ii) the distribution of the Trust Account as described below.

The Company’s management has broad discretion with respect to the specific application of the net proceeds of its Initial Public Offering and the sale of Private Placement Units, although substantially all of the net proceeds are intended to be applied generally toward consummating a Business Combination. The Company’s initial Business Combination must be with one or more operating businesses or assets with a fair market value equal to at least 80% of the net assets held in the Trust Account (as defined below) (excluding taxes payable on interest earned) at the time the Company signs a definitive agreement in connection with the initial Business Combination. However, the Company will only complete a Business Combination if the post-transaction company owns or acquires 50% or more of the outstanding voting securities of the target business or otherwise acquires a controlling interest in the target business sufficient for it not to be required to register as an investment company under the Investment Company Act of 1940, as amended, or the Investment Company Act.

## Table of Contents

The Company will provide the holders of the Public Shares (the “Public Shareholders”) with the opportunity to redeem all or a portion of their Public Shares upon the completion of a Business Combination either (i) in connection with a general meeting called to approve the Business Combination or (ii) by means of a tender offer. The decision as to whether the Company will seek shareholder approval of a Business Combination or conduct a tender offer will be made by the Company. The Public Shareholders will be entitled to redeem their Public Shares for a pro rata portion of the amount then in the Trust Account (initially anticipated to be \$10.00 per share, plus any pro rata interest earned on the funds held in the Trust Account and not previously released to the Company to pay its tax obligations). The per-share amount to be distributed to public shareholders who redeem their Public Shares will not be reduced by the deferred underwriting commissions the Company will pay to the underwriters (as discussed in Note 6). These Public Shares will be recorded at a redemption value and classified as temporary equity upon the completion of the Initial Public Offering, in accordance with the Financial Accounting Standards Board’s (“FASB”) Accounting Standards Codification (“ASC”) Topic 480 “Distinguishing Liabilities from Equity” (“ASC Topic 480”). In such case, the Company will proceed with a Business Combination if the Company has net tangible assets of at least \$5,000,001 upon such consummation of a Business Combination and a majority of the shares voted are voted in favor of the Business Combination. If a shareholder vote is not required by applicable law or stock exchange listing requirements and the Company does not decide to hold a shareholder vote for business or other reasons, the Company will, pursuant to the Amended and Restated Memorandum and Articles of Association which was adopted by the Company at the consummation of the Initial Public Offering (the “Amended and Restated Memorandum and Articles of Association”), conduct the redemptions pursuant to the tender offer rules of the U.S. Securities and Exchange Commission (the “SEC”), and file tender offer documents with the SEC prior to completing a Business Combination. If, however, a shareholder approval of the transactions is required by applicable law or stock exchange listing requirements, or the Company decides to obtain shareholder approval for business or other reasons, the Company will offer to redeem shares in conjunction with a proxy solicitation pursuant to the proxy rules and not pursuant to the tender offer rules. Additionally, each public shareholder may elect to redeem their Public Shares irrespective of whether they vote for or against the proposed transaction or whether they were a public shareholder on the record date for the general meeting held to approve the proposed transaction. If the Company seeks shareholder approval in connection with a Business Combination, the holders of the Founder Shares (as defined in Note 5) prior to this Initial Public Offering (the “Initial Shareholders”) agreed to vote their Founder Shares and any Public Shares purchased during or after the Initial Public Offering in favor of a Business Combination. In addition, the Initial Shareholders agreed to waive their redemption rights with respect to their Founder Shares, private placement shares (the “Private Placement Shares”) underlying the Private Placement Units and Public Shares in connection with the completion of a Business Combination. In addition, the Company agreed not to enter into a definitive agreement regarding an initial Business Combination without the prior consent of the Sponsor.

Notwithstanding the foregoing, the Company’s Amended and Restated Memorandum and Articles of Association provides that a public shareholder, together with any affiliate of such shareholder or any other person with whom such shareholder is acting in concert or as a “group” (as defined under Section 13 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”)), will be restricted from redeeming its shares with respect to more than an aggregate of 15% or more of the Class A ordinary shares sold in the Initial Public Offering, without the prior consent of the Company.

The Company’s Sponsor, officers or directors agreed not to propose an amendment to the Company’s Amended and Restated Memorandum and Articles of Association (A) to modify the substance or timing of the Company’s obligation to allow the redemption of its Public Shares in connection with a Business Combination or to redeem 100% of its Public Shares if the Company does not complete a Business Combination within 24 months from the closing of the Initial Public Offering, or December 11, 2022, agreement in principle or definitive agreement for an initial Business Combination within 24 months from the closing of the Initial Public Offering (the “Combination Period”), or (B) with respect to any other provisions relating to shareholders’ rights or pre-initial Business Combination activity, unless the Company provides the Public Shareholders with the opportunity to redeem their Class A ordinary shares in conjunction with any such amendment.

## Table of Contents

If the Company is unable to complete a Business Combination within the Combination Period, the Company will (i) cease all operations except for the purpose of winding up; (ii) as promptly as reasonably possible, but not more than ten business days thereafter, redeem the Public Shares, at a per-share price, payable in cash, equal to the aggregate amount then on deposit in the Trust Account, including interest earned on the funds held in the Trust Account and not previously released to the Company to pay its income taxes, if any (less up to \$100,000 of interest to pay dissolution expenses), divided by the number of the then-outstanding Public Shares, which redemption will completely extinguish Public Shareholders' rights as shareholders (including the right to receive further liquidation distributions, if any); and (iii) as promptly as reasonably possible following such redemption, subject to the approval of the remaining shareholders and the board of directors, liquidate and dissolve, subject in the case of clauses (ii) and (iii), to the Company's obligations under Cayman Islands law to provide for claims of creditors and the requirements of other applicable law.

In connection with the redemption of 100% of the Company's outstanding Public Shares for a portion of the funds held in the Trust Account, each holder will receive a full pro rata portion of the amount then in the Trust Account, plus any pro rata interest earned on the funds held in the Trust Account and not previously released to the Company to pay the Company's taxes payable (less taxes payable and up to \$100,000 of interest to pay dissolution expenses). The Initial Shareholders agreed to waive their liquidation rights with respect to the Founder Shares and Private Placement Shares held by them if the Company fails to complete a Business Combination within the Combination Period. However, if the Initial Shareholders should acquire Public Shares in or after the Initial Public Offering, they will be entitled to liquidating distributions from the Trust Account with respect to such Public Shares if the Company fails to complete a Business Combination within the Combination Period. The underwriters agreed to waive their rights to their deferred underwriting commission (see Note 6) held in the Trust Account in the event the Company does not complete a Business Combination within the Combination Period and, in such event, such amounts will be included with the funds held in the Trust Account that will be available to fund the redemption of the Company's Public Shares. In the event of such distribution, it is possible that the per share value of the residual assets remaining available for distribution in the Trust Account will be less than the \$10.00 per share initially held in the Trust Account. In order to protect the amounts held in the Trust Account, the Sponsor agreed that it will be liable to the Company if and to the extent any claims by a third party for services rendered or products sold to the Company, or a prospective target business with which the Company has entered into a written letter of intent, confidentiality or other similar agreement or business combination agreement, reduce the amount of funds in the Trust Account to below the lesser of (i) \$10.00 per Public Share and (ii) the actual amount per Public Share held in the Trust Account as of the date of the liquidation of the Trust Account, if less than \$10.00 per share due to reductions in the value of the Trust assets, less taxes payable, provided that such liability will not apply to any claims by a third party or prospective target business who executed a waiver of any and all rights to the monies held in the Trust Account (whether or not such waiver is enforceable) nor will it apply to any claims under the Company's indemnity of the underwriters of the Initial Public Offering against certain liabilities, including liabilities under the Securities Act of 1933, as amended (the "Securities Act"). In the event that an executed waiver is deemed to be unenforceable against a third party, the Sponsor will not be responsible to the extent of any liability for such third-party claims. The Company will seek to reduce the possibility that the Sponsor will have to indemnify the Trust Account due to claims of creditors by endeavoring to have vendors, service providers (except the Company's independent registered public accounting firm), prospective target businesses or other entities with which the Company does business, execute agreements with the Company waiving any right, title, interest or claim of any kind in or to monies held in the Trust Account. There can be no guarantee that the Company will be successful in obtaining such waivers from its targeted vendors and service providers.

### ***Risks and Uncertainties***

Management continues to evaluate the impact of the COVID-19 pandemic on the industry and has concluded that while it is reasonably possible that the virus could have a negative effect on the Company's financial position, results of its operations and/or search for a target company, the specific impact is not readily determinable as of the date of these financial statements. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

## [Table of Contents](#)

### ***Liquidity and Going Concern***

As of December 31, 2021, the Company had approximately \$1.2 million in its operating bank account, and working capital of approximately \$1.3 million.

The Company's liquidity needs to date have been satisfied through a contribution of \$25,000 from Sponsor to cover for certain expenses in exchange for the issuance of the Founder Shares, the loan of approximately \$83,000 from the Sponsor under the Note (as defined in Note 5), and the proceeds from the consummation of the Private Placement not held in the Trust Account. The Company repaid the Note in full on December 14, 2020. In addition, in order to finance transaction costs in connection with a Business Combination, the Sponsor or an affiliate of the Sponsor, or certain of the Company's officers and directors may, but are not obligated to, provide the Company Working Capital Loans (as defined in Note 5). As of December 31, 2021 and 2020, there were no amounts outstanding under any Working Capital Loan.

Based on the foregoing, management believes that the Company will have sufficient working capital and borrowing capacity from the Sponsor or an affiliate of the Sponsor, or certain of the Company's officers and directors to meet its needs through the earlier of the consummation of a Business Combination or one year from this filing. However, in connection with the company's assessment of going concern considerations in accordance with FASB Accounting Standards Update ("ASU") 2014-15, "Disclosures of Uncertainties about an Entity's Ability to Continue as a Going Concern," management has determined that the mandatory liquidation and subsequent dissolution raises substantial doubt about the company's ability to continue as a going concern. No adjustments have been made to the carrying amounts of assets or liabilities should the Company be required to liquidate after December 11, 2022. The financial statements do not include any adjustment that might be necessary if the company is unable to continue as a going concern. Management intends to complete the Business Combination prior to the liquidation date.

### **Note 2—Summary of Significant Accounting Policies**

#### ***Basis of Presentation***

The accompanying financial statements are presented in U.S. dollars in conformity with accounting principles generally accepted in the United States of America ("GAAP") and pursuant to the rules and regulations of the SEC.

#### ***Emerging Growth Company***

As an emerging growth company, the Company may take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not emerging growth companies including, but not limited to, not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act of 2002, reduced disclosure obligations regarding executive compensation in its periodic reports and proxy statements, and exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and shareholder approval of any golden parachute payments not previously approved.

Further, Section 102(b)(1) of the Jumpstart our Business Startups Act of 2021 (the "JOBS Act") exempts emerging growth companies from being required to comply with new or revised financial accounting standards until private companies (that is, those that have not had a Securities Act registration statement declared effective or do not have a class of securities registered under the Exchange Act) are required to comply with the new or revised financial accounting standards. The JOBS Act provides that an emerging growth company can elect to opt out of the extended transition period and comply with the requirements that apply to non-emerging growth companies but any such election to opt out is irrevocable. The Company has elected not to opt out of such extended transition period which means that when a standard is issued or revised and it has different application dates for public or private companies, the Company, as an emerging growth company, can adopt the new or revised standard at the time private companies adopt the new or revised standard.



## [Table of Contents](#)

This may make comparison of the Company's financial statement with another public company that is neither an emerging growth company nor an emerging growth company that has opted out of using the extended transition period difficult or impossible because of the potential differences in accounting standards used.

### ***Use of Estimates***

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period.

Making estimates requires management to exercise significant judgment. It is at least reasonably possible that the estimate of the effect of a condition, situation or set of circumstances that existed at the date of the financial statements, which management considered in formulating its estimate, could change in the near term due to one or more future confirming events. One of the more significant accounting estimates included in these financial statements is the determination of the fair value of the warrant liability. Accordingly, the actual results could differ significantly from those estimates.

### ***Cash and Cash Equivalents***

The Company considers all short-term investments with an original maturity of three months or less when purchased to be cash equivalents. The Company had no cash equivalents as of December 31, 2021 and 2020.

### ***Investments Held in the Trust Account***

The Company's portfolio of investments is comprised of U.S. government securities, within the meaning set forth in Section 2(a)(16) of the Investment Company Act, with a maturity of 185 days or less, or investments in money market funds that invest in U.S. government securities and generally have a readily determinable fair value, or a combination thereof. When the Company's investments held in the Trust Account are comprised of U.S. government securities, the investments are classified as trading securities. When the Company's investments held in the Trust Account are comprised of money market funds, the investments are recognized at fair value. Trading securities and investments in money market funds are presented on the balance sheets at fair value at the end of each reporting period. Gains and losses resulting from the change in fair value of these securities is included in interest income from investments held in the Trust Account in the accompanying statements of operations. The estimated fair values of investments held in the Trust Account are determined using available market information.

### ***Concentration of Credit Risk***

Financial instruments that potentially subject the Company to concentrations of credit risk consist of cash accounts in a financial institution, which, at times, may exceed the Federal Deposit Insurance Corporation coverage limit of \$250,000. As of December 31, 2021 and 2020, the Company has not experienced losses on these accounts and management believes the Company is not exposed to significant risks on such accounts.

### ***Fair Value Measurements***

Fair value is defined as the price that would be received for sale of an asset or paid for transfer of a liability, in an orderly transaction between market participants at the measurement date. GAAP establishes a three-tier fair value hierarchy, which prioritizes the inputs used in measuring fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). These tiers include:

- Level 1, defined as observable inputs such as quoted prices (unadjusted) for identical instruments in active markets;

## Table of Contents

- Level 2, defined as inputs other than quoted prices in active markets that are either directly or indirectly observable such as quoted prices for similar instruments in active markets or quoted prices for identical or similar instruments in markets that are not active; and
- Level 3, defined as unobservable inputs in which little or no market data exists, therefore requiring an entity to develop its own assumptions, such as valuations derived from valuation techniques in which one or more significant inputs or significant value drivers are unobservable.

In some circumstances, the inputs used to measure fair value might be categorized within different levels of the fair value hierarchy. In those instances, the fair value measurement is categorized in its entirety in the fair value hierarchy based on the lowest level input that is significant to the fair value measurement.

### ***Offering Costs Associated with the Initial Public Offering***

Offering costs consisted of legal, accounting, underwriting fees and other costs incurred that were directly related to the Initial Public Offering. Offering costs are allocated to the separable financial instruments issued in the Initial Public Offering based on a relative fair value basis, compared to total proceeds received. Offering costs associated with derivative warrant liabilities are expensed as incurred, presented as other expenses in the statement of operations. Offering costs associated with the Public Shares were charged against the carrying value of the Class A ordinary shares subject to redemption upon the completion of the Initial Public Offering.

### ***Derivative Warrant Liabilities***

The Company does not use derivative instruments to hedge exposures to cash flow, market, or foreign currency risks. The Company evaluates all of its financial instruments, including issued stock purchase warrants, to determine if such instruments are derivatives or contain features that qualify as embedded derivatives, pursuant to ASC Topic 480 and ASC Subtopic 815-15 “Derivatives and Hedging—Embedded Derivatives” (“ASC Subtopic 815-15”).

The warrants issued in connection with the Initial Public Offering (the “Public Warrants”) and the Private Placement Warrants (as defined in Note 4) are recognized as derivative liabilities in accordance with “Derivatives and Hedging-Contracts in Entity’s Own Equity” (“ASC Subtopic 815-40”). Accordingly, the Company recognizes the warrant instruments as liabilities at fair value and adjusts the instruments to fair value at each reporting period. The liabilities are subject to re-measurement at each balance sheet date until exercised, and any change in fair value is recognized in the Company’s statement of operations. The fair value of the Public Warrants issued in connection with the Public Offering and Private Placement Warrants were initially measured at fair value using a Monte Carlo simulation model and have subsequently been measured based on the listed market price of such warrants.

### ***Class A Ordinary Shares Subject to Possible Redemption***

The Company accounts for its Class A ordinary shares subject to possible redemption in accordance with the guidance in ASC Topic 480. Class A ordinary shares subject to mandatory redemption (if any) are classified as liability instruments and are measured at fair value. Conditionally redeemable Class A ordinary shares (including Class A ordinary shares that feature redemption rights that are either within the control of the holder or subject to redemption upon the occurrence of uncertain events not solely within the Company’s control) are classified as temporary equity. At all other times, Class A ordinary shares are classified as shareholders’ equity. The Company’s Class A ordinary shares feature certain redemption rights that are considered to be outside of the Company’s control and subject to the occurrence of uncertain future events. Accordingly, at December 31, 2021 and 2020, 13,800,000 shares of Class A ordinary shares subject to possible redemption are presented as temporary equity, respectively, outside of the shareholders’ equity section of the Company’s balance sheets.

## [Table of Contents](#)

Under ASC 480-10-S99, the Company has elected to recognize changes in the redemption value immediately as they occur and adjust the carrying value of the security to equal the redemption value at the end of the reporting period. This method would view the end of the reporting period as if it were also the redemption date of the security. Effective with the closing of the Initial Public Offering, the Company recognized the accretion from initial book value to redemption amount, which resulted in charges against additional paid-in capital (to the extent available) and accumulated deficit.

### ***Income Taxes***

ASC Topic 740, "Income Taxes" prescribes a recognition threshold and a measurement attribute for the financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. For those benefits to be recognized, a tax position must be more likely than not to be sustained upon examination by taxing authorities. The Company's management determined that the Cayman Islands is the Company's only major tax jurisdiction. The Company recognizes accrued interest and penalties related to unrecognized tax benefits as income tax expense. There were no unrecognized tax benefits and no amounts for interest and penalties as of December 31, 2021 and 2020. The Company is currently not aware of any issues under review that could result in significant payments, accruals or material deviation from its position.

There is currently no taxation imposed on income by the Government of the Cayman Islands. In accordance with Cayman federal income tax regulations, income taxes are not levied on the Company. Consequently, income taxes are not reflected in the Company's financial statements. The Company's management does not expect that the total amount of unrecognized tax benefits will materially change over the next twelve months.

### ***Net Income per Ordinary Share***

The Company complies with accounting and disclosure requirements of FASB ASC Topic 260, "Earnings Per Share." The Company has two classes of shares, which are referred to as Class A ordinary shares and Class B ordinary shares. Income and losses are shared pro rata between the two classes of shares. Net income per ordinary share is calculated by dividing the net income by the weighted average shares of ordinary shares outstanding for the respective period.

The calculation of diluted net income does not consider the effect of the warrants underlying the Units sold in the Initial Public Offering (including the consummation of the over-allotment) and the Private Placement Warrants to purchase an aggregate of 4,767,000 Class A ordinary shares in the calculation of diluted income per share, because their exercise is contingent upon future events. The Company has considered the effect of Class B ordinary shares that were excluded from the weighted average number of basic shares outstanding as they were contingent on the exercise of over-allotment option by the underwriters. Since the contingency was satisfied, the Company has included these shares in the weighted average number as of the beginning of the period to determine the dilutive impact of these shares. Accretion associated with the redeemable Class A ordinary shares is excluded from earnings per share as the redemption value approximates fair value.

## Table of Contents

The following table reflects presents a reconciliation of the numerator and denominator used to compute basic and diluted net income per share for each class of ordinary shares:

	For The Year Ended December 31, 2021		For The Period From October 7, 2020 (Inception) Through December 31, 2020	
	Class A	Class B	Class A	Class B
Basic and diluted net income per ordinary share:				
<i>Numerator:</i>				
Allocation of net income—basic	\$ 3,366,408	\$ 812,119	\$ 21,926	\$ 19,527
Allocation of net income—diluted	\$ 3,366,408	\$ 812,119	\$ 20,852	\$ 20,601
<i>Denominator:</i>				
Basic weighted average ordinary shares outstanding	14,301,000	3,450,000	3,492,105	3,109,884
Diluted weighted average ordinary shares outstanding	14,301,000	3,450,000	3,492,105	3,450,000
Basic net income per ordinary share	\$ 0.24	\$ 0.24	\$ 0.01	\$ 0.01
Diluted net income per ordinary share	\$ 0.24	\$ 0.24	\$ 0.01	\$ 0.01

### Recent Issued Accounting Standards

In August 2020, the FASB issued Accounting Standard Update (the “ASU”) No. 2020-06, Debt-Debt with Conversion and Other Options (Subtopic 470-20) and Derivatives and Hedging-Contracts in Entity’s Own Equity (Subtopic 815-40): Accounting for Convertible Instruments and Contracts in an Entity’s Own Equity, which simplifies accounting for convertible instruments by removing major separation models required under current GAAP. The ASU also removes certain settlement conditions that are required for equity-linked contracts to qualify for the derivative scope exception and it also simplifies the diluted earnings per share calculation in certain areas. The Company early adopted the ASU on January 1, 2021 using a modified retrospective method for transition. Adoption of the ASU did not impact the Company’s financial position, results of operations or cash flows.

The Company’s management does not believe that any recently issued, but not yet effective, accounting standards updates, if currently adopted, would have a material effect on the accompanying financial statements.

### Note 3—Initial Public Offering

On December 11, 2020, the Company consummated its Initial Public Offering of 13,800,000 Units, including 1,800,000 Over-Allotment Units, at \$10.00 per Unit, generating gross proceeds of \$138.0 million, and incurring offering costs of approximately \$8.1 million, inclusive of approximately \$4.8 million in deferred underwriting commissions.

Each Unit consists of one Class A ordinary share and one-third of one Public Warrant. Each whole Public Warrant will entitle the holder to purchase one Class A ordinary share at an exercise price of \$11.50 per share, subject to adjustment (see Note 7).

### Note 4—Private Placement

Simultaneously with the closing of the Initial Public Offering, the Company consummated the Private Placement of 501,000 Private Placement Units, at a price of \$10.00 per Private Placement Unit with the Sponsor, generating gross proceeds of approximately \$5.0 million.

## [Table of Contents](#)

Each Private Placement Unit consists of one Class A ordinary share and one-third of one redeemable warrant. Each whole private placement warrant underlying the Private Placement Units (the “Private Placement Warrants”) is exercisable for one whole share of Class A ordinary shares at a price of \$11.50 per share. A portion of the proceeds from the sale of the Private Placement Warrants to the Sponsor was added to the proceeds from the Initial Public Offering held in the Trust Account. If the Company does not complete a Business Combination within the Combination Period, the Private Placement Units will expire worthless. The Private Placement Warrants will be non-redeemable except as described below in Note 7 and exercisable on a cashless basis so long as they are held by the Sponsor or its permitted transferees.

The Sponsor and the Company’s officers and directors agreed, subject to limited exceptions, not to transfer, assign or sell any of their Private Placement Units until 30 days after the completion of the initial Business Combination.

### **Note 5—Related Party Transactions**

#### ***Founder Shares***

On October 7, 2020, the Sponsor paid an aggregate of \$25,000 for certain expenses on behalf of the Company in exchange for issuance of 2,875,000 Class B ordinary shares (the “Founder Shares”). On November 20, 2020, the Sponsor transferred 30,000 Founder Shares to each of the directors other than the Chairman. On December 8, 2020, the Company effected a share sub-division, resulting in an increase in the total number of Founder Shares outstanding from 2,875,000 to 3,450,000 shares. All shares and associated amounts have been retroactively restated to reflect the share sub-division. The Sponsor agreed to forfeit up to an aggregate of 450,000 Founder Shares to the extent that the option to purchase additional units was not exercised in full by the underwriters so that the Founder Shares would represent 20% of the Company’s issued and outstanding shares after the Initial Public Offering. The underwriters fully exercised the over-allotment option on December 11, 2020; thus, these Founder Shares were no longer subject to forfeiture.

The Initial Shareholders agreed not to transfer, assign or sell any of their Founder Shares until the earlier to occur of: (A) one year after the completion of the initial Business Combination or (B) subsequent to the initial Business Combination, (x) if the closing price of Class A ordinary shares equals or exceeds \$12.00 per share (as adjusted for share sub-divisions, share capitalizations, reorganizations, recapitalizations and the like) for any 20 trading days within any 30-trading day period commencing at least 150 days after the initial Business Combination, or (y) the date on which the Company completes a liquidation, merger, share exchange, reorganization or other similar transaction that results in all of the Public Shareholders having the right to exchange their ordinary shares for cash, securities or other property.

#### ***Related Party Loans***

On October 7, 2020, the Sponsor agreed to loan the Company up to \$300,000 to be used for the payment of costs related to the Initial Public Offering pursuant to a promissory note (the “Note”). The Note is non-interest bearing, unsecured and due upon the closing of the Initial Public Offering. The Sponsor paid an aggregate of approximately \$83,000 to cover for the Company’s expenses under the Note. On December 14, 2020, the Company fully repaid the Note. The facility is no longer available to be drawn.

In addition, in order to fund working capital deficiencies or finance transaction costs in connection with a Business Combination, the Sponsor or an affiliate of the Sponsor, or certain of the Company’s officers and directors may, but are not obligated to, loan the Company funds as may be required (“Working Capital Loans”). If the Company completes a Business Combination, the Company may repay the Working Capital Loans out of the proceeds of the Trust Account released to the Company. Otherwise, the Working Capital Loans may be repaid only out of funds held outside the Trust Account. In the event that a Business Combination does not close, the Company may use a portion of proceeds held outside the Trust Account to repay the Working Capital Loans

## [Table of Contents](#)

but no proceeds held in the Trust Account would be used to repay the Working Capital Loans. The Working Capital Loans would either be repaid upon consummation of a Business Combination, without interest, or, at the lender's discretion, up to \$1.5 million of such Working Capital Loans may be convertible into private placement units of the post Business Combination entity at a price of \$10.00 per unit. The private placement units would be identical to the public units sold, subject to certain limited exceptions. Except for the foregoing, the terms of such Working Capital Loans, if any, have not been determined and no written agreements exist with respect to such loans. As of December 31, 2021 and 2020, the Company had no borrowings under the Working Capital Loans.

### ***Administrative Services Agreement***

The Company entered into an agreement that provided that, commencing on the date that the Company's securities were first listed on the Nasdaq through the earlier of consummation of the initial Business Combination and the liquidation, the Company agreed to pay the Sponsor \$10,000 per month for office space, secretarial and administrative services provided to the Company. During the year ended December 31, 2021 and 2020, the Company incurred approximately \$120,000 and \$7,000 for expenses in connection with the Administrative Services Agreement. As of December 31, 2021 and 2020, there was approximately \$-0- and \$7,000, respectively, in accrued expenses in connection with such agreement on the accompanying balance sheets.

In addition, the Sponsor, officers and directors, or any of their respective affiliates will be reimbursed for any out-of-pocket expenses incurred in connection with activities on the Company's behalf such as identifying potential target businesses and performing due diligence on suitable Business Combinations. The audit committee will review on a quarterly basis all payments that were made by the Company to the Sponsor, officers or directors, or the Company's or their affiliates. Any such payments prior to an initial Business Combination will be made from funds held outside the Trust Account.

### **Note 6—Commitments and Contingencies**

#### ***Registration and Shareholder Rights***

The holders of the Founder Shares, Private Placement Units, Private Placement Shares, Private Placement Warrants, Class A ordinary shares underlying the Private Placement Warrants and warrants that may be issued upon conversion of Working Capital Loans (and any Class A ordinary shares issuable upon the exercise of the Private Placement Warrants and warrants that may be issued upon conversion of Working Capital Loans) are entitled to registration rights pursuant to a registration and shareholder rights agreement signed upon the effective date of the Initial Public Offering. The holders of these securities are entitled to make up to three demands, excluding short form demands, that the Company registers such securities. In addition, the holders have certain "piggy-back" registration rights with respect to registration statements filed subsequent to the completion of the initial Business Combination. The Company will bear the expenses incurred in connection with the filing of any such registration statements.

#### ***Underwriting Agreement***

The Company granted the underwriters a 45-day option from the date of the prospectus relating to the Initial Public Offering to purchase up to 1,800,000 additional Units at the Initial Public Offering price less the underwriting discounts and commissions. The underwriters fully exercised the over-allotment option on December 11, 2020.

The underwriters will be entitled to an underwriting discount of \$0.20 per unit, or approximately \$2.8 million in the aggregate, paid upon the closing of the Initial Public Offering. In addition, \$0.35 per unit, or approximately \$4.8 million in the aggregate will be payable to the underwriters for deferred underwriting commissions. The deferred fee will become payable to the underwriters from the amounts held in the Trust Account solely in the event that the Company completes a Business Combination, subject to the terms of the underwriting agreement.

## [Table of Contents](#)

### ***Risks and Uncertainties***

Management continues to evaluate the impact of the COVID-19 pandemic, including new variant strains of the underlying virus, current or anticipated military conflict, including between Russia and Ukraine, terrorism, sanctions or other geopolitical events as well as adverse developments in the economy and capital markets, including rising energy costs, inflation and interest rates, in the United States and globally, on the industry and has concluded that while it is reasonably possible that these events could have a negative effect on the Company's financial position, results of its operations and/or search for a target company, the specific impact is not readily determinable as of the date of the financial statements. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

### **Note 7—Class A Ordinary Shares Subject To Possible Redemption**

The Company's Class A ordinary shares feature certain redemption rights that are considered to be outside of the Company's control and subject to the occurrence of future events. The Company is authorized to issue 479,000,000 ordinary shares with a par value of \$0.0001 per share. Holders of the Company's Class A ordinary shares are entitled to one vote for each share. As of December 31, 2021 and 2020, there were 14,301,000 Class A ordinary shares issued and outstanding, of which 13,800,000 shares were subject to possible redemption have been classified as temporary equity.

Class A ordinary shares subject to possible redemption reflected on the balance sheet is reconciled on the following table:

Gross proceeds	\$ 138,000,000
Less:	
Fair value of Public Warrants at issuance	(7,682,000)
Offering costs allocated to Class A ordinary shares subject to possible redemption	(7,653,636)
Plus:	
Accretion on Class A ordinary shares subject to possible redemption amount	15,335,636
Class A ordinary shares subject to possible redemption	<u>\$ 138,000,000</u>

### **Note 8—Derivative Warrant Liabilities**

As of December 31, 2021 and 2020, the Company has 4,600,000 and 167,000 Public Warrants and Private Placement Warrants, respectively, outstanding.

Public Warrants may only be exercised for a whole number of shares. No fractional Public Warrants will be issued upon separation of the Units and only whole Public Warrants will trade. The Public Warrants will become exercisable on the later of (a) 30 days after the completion of a Business Combination and (b) 12 months from the closing of the Initial Public Offering; provided in each case that the Company has an effective registration statement under the Securities Act covering the Class A ordinary shares issuable upon exercise of the Public Warrants and a current prospectus relating to them is available and such shares are registered, qualified or exempt from registration under the securities, or blue sky, laws of the state of residence of the holder (or the Company permits holders to exercise their warrants on a cashless basis under certain circumstances). The Company agreed that as soon as practicable, but in no event later than 20 business days after the closing of the initial Business Combination, the Company will use commercially reasonable efforts to file with the SEC a registration statement covering the Class A ordinary shares issuable upon exercise of the warrants and to maintain a current prospectus relating to those Class A ordinary shares until the warrants expire or are redeemed,

## Table of Contents

as specified in the warrant agreement. If a registration statement covering the Class A ordinary shares issuable upon exercise of the warrants is not effective by the 60th day after the closing of the initial Business Combination, warrant holders may, until such time as there is an effective registration statement and during any period when the Company will have failed to maintain an effective registration statement, exercise warrants on a “cashless basis” in accordance with Section 3(a)(9) of the Securities Act or another exemption. Notwithstanding the above, if the Class A ordinary shares are at the time of any exercise of a warrant not listed on a national securities exchange such that they satisfy the definition of a “covered security” under Section 18(b)(1) of the Securities Act, the Company may, at its option, require holders of Public Warrants who exercise their warrants to do so on a “cashless basis” and, in the event the Company so elects, the Company will not be required to file or maintain in effect a registration statement, and in the event the Company does not so elect, it will use commercially reasonable efforts to register or qualify the shares under applicable blue sky laws to the extent an exemption is not available.

The warrants have an exercise price of \$11.50 per share, subject to adjustments, and will expire five years after the completion of a Business Combination or earlier upon redemption or liquidation. In addition, if (x) the Company issues additional Class A ordinary shares or equity-linked securities for capital raising purposes in connection with the closing of the initial Business Combination at an issue price or effective issue price of less than \$9.20 per Class A ordinary share (with such issue price or effective issue price to be determined in good faith by the board of directors and, in the case of any such issuance to the Initial Shareholders or their affiliates, without taking into account any Founder Shares held by the Initial Shareholders or such affiliates, as applicable, prior to such issuance) (the “Newly Issued Price”), (y) the aggregate gross proceeds from such issuances represent more than 60% of the total equity proceeds, and interest thereon, available for the funding of the initial Business Combination on the date of the consummation of the initial Business Combination (net of redemptions), and (z) the volume weighted average trading price of Class A ordinary shares during the 10-trading day period starting on the trading day prior to the day on which the Company consummates its initial Business Combination (such price, the “Market Value”) is below \$9.20 per share, then the exercise price of the warrants will be adjusted (to the nearest cent) to be equal to 115% of the higher of the Market Value and the Newly Issued Price, the \$18.00 per share redemption trigger price will be adjusted (to the nearest cent) to be equal to 180% of the higher of the Market Value and the Newly Issued Price (and the \$10.00 per share redemption trigger price will be adjusted (to the nearest cent) to be equal to the higher of the Market Value and the Newly Issued Price see “Redemption of warrants for cash when the price per class A ordinary share equals or exceeds \$18.00” and “Redemption of warrants for Class A ordinary shares when the price per class A ordinary share equals or exceeds \$10.00” as described below).

The Private Placement Warrants are identical to the Public Warrants underlying the Units sold in the Initial Public Offering, except (i) that the Private Placement Warrants and the Class A ordinary shares issuable upon exercise of the Private Placement Warrants will not be transferable, assignable or salable until 30 days after the completion of a Business Combination, subject to certain limited exceptions, (ii) except as described below, the Private Placement Warrants will be non-redeemable so long as they are held by the Sponsor or such its permitted transferees and (iii) the Sponsor or its permitted transferees will have the option to exercise the Private Placement Warrants on a cashless basis and have certain registration rights. If the Private Placement Warrants are held by someone other than the Sponsor or its permitted transferees, the Private Placement Warrants will be redeemable by the Company in all redemption scenarios and exercisable by such holders on the same basis as the Public Warrants.

### *Redemption of warrants for cash when the price per Class A ordinary share equals or exceeds \$18.00:*

Once the warrants become exercisable, the Company may call the outstanding warrants for redemption (except as described herein with respect to the Private Placement Warrants):

- in whole and not in part;
- at a price of \$0.01 per warrant;



## Table of Contents

- upon a minimum of 30 days' prior written notice of redemption to each warrant holder; and
- if, and only if, the last reported sales price (the "closing price") of Class A ordinary shares equals or exceeds \$18.00 per share (as adjusted for share sub-divisions, share capitalizations, reorganizations, recapitalizations and the like) for any 20 trading days within a 30-trading day period ending on the third trading day prior to the date on which the Company sends the notice of redemption to the warrant holders (the "Reference Value").

The Company will not redeem the warrants as described above unless a registration statement under the Securities Act covering the issuance of the Class A ordinary shares issuable upon exercise of the warrants is then effective and a current prospectus relating to those Class A ordinary shares is available throughout the 30-day redemption period. If and when the warrants become redeemable by the Company, it may exercise its redemption right even if the Company is unable to register or qualify the underlying securities for sale under all applicable state securities laws.

### *Redemption of warrants for Class A ordinary shares when the price per Class A ordinary share equals or exceeds \$10.00:*

After the warrants become exercisable, the Company may redeem the outstanding warrants:

- in whole and not in part;
- at \$0.10 per warrant upon a minimum of 30 days' prior written notice of redemption provided that holders will be able to exercise their warrants on a cashless basis prior to redemption and receive that number of Class A ordinary shares to be determined by reference to an agreed table based on the redemption date and the "fair market value" of Class A ordinary shares;
- if, and only if, the closing price of Class A ordinary shares equals or exceeds \$10.00 per Public Share (as adjusted per share subdivisions, share dividends, reorganizations, recapitalizations and the like) on the trading day before the Company sends the notice of redemption to the warrant holders; and
- if the Reference Value is less than \$18.00 per share (as adjusted for share splits, share dividends, rights issuances, subdivisions, reorganizations, recapitalizations and the like), then the Private Placement Warrants must also concurrently be called for redemption on the same terms (except as described herein with respect to a holder's ability to cashless exercise its warrants) as the outstanding Public Warrants as described above.

The "fair market value" of Class A ordinary shares for the above purpose shall mean the volume weighted average price of Class A ordinary shares during the 10 trading days immediately following the date on which the notice of redemption is sent to the holders of warrants. In no event will the warrants be exercisable on a cashless basis in connection with this redemption feature for more than 0.361 Class A ordinary shares per warrant (subject to adjustment).

In no event will the Company be required to net cash settle any warrant. If the Company is unable to complete a Business Combination within the Combination Period and the Company liquidates the funds held in the Trust Account, holders of warrants will not receive any of such funds with respect to their warrants, nor will they receive any distribution from the Company's assets held outside of the Trust Account with the respect to such warrants. Accordingly, the warrants may expire worthless.

### **Note 9—Shareholders' Deficit**

**Preference Shares**—The Company is authorized to issue 1,000,000 preference shares with a par value of \$0.0001 per share. At December 31, 2021 and 2020, there were no preference shares issued or outstanding.

## Table of Contents

**Class A Ordinary Shares**—The Company is authorized to issue 479,000,000 Class A ordinary shares with a par value of \$0.0001 per share. Holders of the Company's Class A ordinary shares are entitled to one vote for each share. At December 31, 2021 and 2020, there were 14,301,000 Class A ordinary shares issued and outstanding, of which 13,800,000 shares were subject to possible redemption have been classified as temporary equity (see Note 7).

**Class B Ordinary Shares**—The Company is authorized to issue 20,000,000 Class B ordinary shares with a par value of \$0.0001 per share. On October 7, 2020, the Company issued 2,875,000 Class B ordinary shares. On December 8, 2020, the Company effected a share sub-division, resulting in an increase in the total number of Class B ordinary shares outstanding from 2,875,000 to 3,450,000 shares. All shares and associated amounts have been retroactively restated to reflect the share sub-division. Of the 3,450,000 Class B ordinary shares outstanding, up to 450,000 shares were subject to forfeiture, to the Company by the Initial Shareholders for no consideration to the extent that the underwriters' over-allotment option was not exercised in full or in part, so that the Initial Shareholders would collectively own 20% of the Company's issued and outstanding ordinary shares after the Initial Public Offering (excluding the Private Placement Shares and assuming the initial shareholders do not purchase any units in the Initial Public Offering). The underwriters fully exercised the over-allotment option on December 11, 2020; thus, these 450,000 Class B ordinary shares were no longer subject to forfeiture. At December 31, 2021 and 2020, there were 3,450,000 Class B ordinary shares issued and outstanding period. Class A and Class B ordinary shareholders of record are entitled to one vote for each share held on all matters to be voted on by shareholders. Except as described below, holders of Class A ordinary shares and holders of Class B ordinary shares will vote together as a single class on all matters submitted to a vote of the shareholders except as required by law. Prior to the initial Business Combination, only holders of the Founder Shares will have the right to vote on the appointment of directors. Holders of the Public Shares will not be entitled to vote on the appointment of directors during such time. In addition, prior to the completion of an initial Business Combination, holders of a majority of the Founder Shares may remove a member of the board of directors for any reason. The provisions of the Amended and Restated Memorandum and Articles of Association governing the appointment or removal of directors prior to the initial Business Combination may only be amended by a special resolution passed by holders representing at least two-thirds of the issued and outstanding Class B ordinary shares.

The Class B ordinary shares will automatically convert into Class A ordinary shares on the first business day following the consummation of the initial Business Combination at a ratio such that the number of Class A ordinary shares issuable upon conversion of all Founder Shares will equal, in the aggregate, on an as-converted basis, 20% of the sum of (i) the total number of ordinary shares (excluding the Private Placement Shares) issued and outstanding upon the consummation of the Initial Public Offering, plus (ii) the sum of the total number of Class A ordinary shares issued or deemed issued or issuable upon conversion or exercise of any equity-linked securities or rights issued or deemed issued, by the Company in connection with or in relation to the consummation of the initial Business Combination (net of any redemptions of Class A ordinary shares by Public Shareholders), excluding any Class A ordinary shares or equity-linked securities exercisable for or convertible into Class A ordinary shares issued, deemed issued, or to be issued, to any seller in the initial Business Combination and any Private Placement Units issued to the Sponsor, members of the founding team or any of their affiliates upon conversion of Working Capital Loans. In no event will the Class B ordinary shares convert into Class A ordinary shares at a rate of less than one-to-one.

### **Note 10—Fair Value Measurements**

The following table presents information about the Company's assets and liabilities that are measured at fair value on a recurring basis as of December 31, 2021 and 2020 and indicates the fair value hierarchy of the valuation techniques that the Company utilized to determine such fair value.

[Table of Contents](#)**December 31, 2021**

<u>Description</u>	<u>Quoted Prices in Active Markets (Level 1)</u>	<u>Significant Other Observable Inputs (Level 2)</u>	<u>Significant Other Unobservable Inputs (Level 3)</u>
<b>Assets:</b>			
Investments held in Trust Account	\$ 138,017,009	\$ —	\$ —
<b>Liabilities:</b>			
Derivative warrant liabilities	\$ 2,714,000	\$ 98,530	\$ —

**December 31, 2020**

<u>Description</u>	<u>Quoted Prices in Active Markets (Level 1)</u>	<u>Significant Other Observable Inputs (Level 2)</u>	<u>Significant Other Unobservable Inputs (Level 3)</u>
<b>Assets:</b>			
Investments held in Trust Account	\$ 138,000,851	\$ —	\$ —
<b>Liabilities:</b>			
Derivative warrant liabilities	\$ —	\$ —	\$ 7,341,180

Transfers to/from Levels 1, 2, and 3 are recognized at the beginning of the reporting period. The estimated fair value of the Public Warrants of \$7,084,000 transferred from a Level 3 measurement to a Level 1 fair value measurement in January 2021, when the Public Warrants were separately listed and traded. The estimated fair value of the Private Warrants of \$257,180 was transferred from a Level 3 measurement to a Level 2 fair value measurement as of January 2021, as the transfer of Private Placement Warrants to anyone who is not a permitted transferee would result in the Private Placement Warrants having substantially the same terms as the Public Warrants, the Company determined that the fair value of each Private Placement Warrant is equivalent to that of each Public Warrant.

Level 1 instruments include investments in mutual funds invested in government securities. The Company uses inputs such as actual trade data, benchmark yields, quoted market prices from dealers or brokers, and other similar sources to determine the fair value of its investments.

Other than the transfer of the Public Warrants (Level 3 to Level 1) and Private Placement Warrants (Level 3 to Level 2), there were no transfers to/from Level 1, 2, and 3 in the year ended December 31, 2021.

The change in the fair value of the derivative warrant liabilities for the year ended December 31, 2021 is summarized as follows:

Derivative warrant liabilities at December 31, 2020	\$ 7,341,180
Transfer of Public Warrants to level 1	(7,084,000)
Transfer of Private Warrant to level 2	(257,180)
Change in fair value of derivative warrant liabilities	—
Derivative warrant liabilities at December 31, 2021	<u>\$ —</u>

**Note 11 – Break-up Fee**

On September 13, 2021, the Company entered into a term sheet in connection with an initial business combination. This term sheet was terminated on December 30, 2021 and in accordance with the term sheet, the Company received a break-up fee of \$1 million.

**Note 12—Subsequent Events**

The Company evaluated subsequent events and transactions that occurred up to the date the financial statements were issued. Based upon this review, the Company did not identify any subsequent events that would have required adjustment or disclosure in the financial statements.

## PART I. FINANCIAL INFORMATION

## Item 1. Condensed Interim Financial Statements

FRAZIER LIFESCIENCES ACQUISITION CORPORATION  
CONDENSED BALANCE SHEETS

	September 30, 2022 (Unaudited)	December 31, 2021
<b>Assets:</b>		
Current assets:		
Cash	\$ 375,545	\$ 1,226,716
Prepaid expenses	69,216	261,333
<b>Total current assets</b>	<u>444,761</u>	<u>1,488,049</u>
Investments held in Trust Account	138,840,186	138,017,009
<b>Total Assets</b>	<u><b>\$ 139,284,947</b></u>	<u><b>\$ 139,505,058</b></u>
<b>Liabilities, Class A Ordinary Shares Subject to Possible Redemption and Shareholders' Deficit:</b>		
Current liabilities:		
Accounts payable	\$ 944,557	\$ 167,324
Accrued expenses	2,863,211	54,750
<b>Total current liabilities</b>	<u>3,807,768</u>	<u>222,074</u>
Deferred underwriting commissions	4,830,000	4,830,000
Derivative warrant liabilities	3,575,250	2,812,530
<b>Total liabilities</b>	<u>12,213,018</u>	<u>7,864,604</u>
<b>Commitments and Contingencies</b>		
Class A ordinary shares subject to possible redemption, \$0.0001 par value; 13,800,000 shares issued and outstanding at redemption value of approximately \$10.05 and \$10.00 per share at September 30, 2022 and December 31, 2021, respectively	138,740,186	138,000,000
<b>Shareholders' Deficit:</b>		
Preference shares, \$0.0001 par value; 1,000,000 shares authorized; none issued or outstanding at September 30, 2022 and December 31, 2021	—	—
Class A ordinary shares, \$0.0001 par value; 479,000,000 shares authorized; 501,000 shares issued and outstanding (excluding 13,800,000 shares subject to possible redemption) at September 30, 2022 and December 31, 2021	50	50
Class B ordinary shares, \$0.0001 par value; 20,000,000 shares authorized; 3,450,000 shares issued and outstanding at September 30, 2022 and December 31, 2021	345	345
Additional paid-in capital	—	—
Accumulated deficit	(11,668,652)	(6,359,941)
<b>Total shareholders' deficit</b>	<u>(11,668,257)</u>	<u>(6,359,546)</u>
<b>Total Liabilities, Class A Ordinary Shares Subject to Possible Redemption and Shareholders' Deficit</b>	<u><b>\$ 139,284,947</b></u>	<u><b>\$ 139,505,058</b></u>

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

**FRAZIER LIFESCIENCES ACQUISITION CORPORATION**  
**UNAUDITED CONDENSED STATEMENTS OF OPERATIONS**

	For The Three Months Ended		For The Nine Months Ended	
	September 30,		September 30,	
	2022	2021	2022	2021
General and administrative expenses	\$ 2,263,580	\$ 339,227	\$ 4,538,982	\$ 821,707
Administrative expenses - related party	30,000	30,000	90,000	90,000
Loss from operations	(2,293,580)	(369,227)	(4,628,982)	(911,707)
Other income (expenses):				
Interest income from investments held in Trust Account	707,209	1,776	823,177	13,242
Change in fair value of derivative warrant liabilities	(3,193,890)	2,097,480	(762,720)	4,147,290
<b>Net income (loss)</b>	<u>\$ (4,780,261)</u>	<u>\$ 1,730,029</u>	<u>\$ (4,568,525)</u>	<u>\$ 3,248,825</u>
<b>Weighted average number of Class A ordinary shares - basic and diluted</b>	<u>14,301,000</u>	<u>14,301,000</u>	<u>14,301,000</u>	<u>14,301,000</u>
<b>Basic and diluted net income (loss) per share, Class A ordinary shares</b>	<u>\$ (0.27)</u>	<u>\$ 0.10</u>	<u>\$ (0.26)</u>	<u>\$ 0.18</u>
<b>Weighted average number of Class B ordinary shares - basic and diluted</b>	<u>3,450,000</u>	<u>3,450,000</u>	<u>3,450,000</u>	<u>3,450,000</u>
<b>Basic and diluted net income (loss) per share, Class B ordinary shares</b>	<u>\$ (0.27)</u>	<u>\$ 0.10</u>	<u>\$ (0.26)</u>	<u>\$ 0.18</u>

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

**FRAZIER LIFESCIENCES ACQUISITION CORPORATION**  
**UNAUDITED CONDENSED STATEMENTS OF CHANGES IN SHAREHOLDERS' DEFICIT**

**FOR THE THREE AND NINE MONTHS ENDED SEPTEMBER 30, 2022**

	Ordinary Shares				Additional Paid-in Capital	Accumulated Deficit	Total Shareholders' Deficit
	Class A		Class B				
	Shares	Amount	Shares	Amount			
<b>Balance - December 31, 2021</b>	<b>501,000</b>	<b>\$ 50</b>	<b>3,450,000</b>	<b>\$ 345</b>	<b>\$ —</b>	<b>\$ (6,359,941)</b>	<b>\$ (6,359,546)</b>
Net income	—	—	—	—	—	1,384,623	1,384,623
<b>Balance - March 31, 2022 (Unaudited)</b>	<b>501,000</b>	<b>50</b>	<b>3,450,000</b>	<b>345</b>	<b>—</b>	<b>(4,975,318)</b>	<b>(4,974,923)</b>
Increase in redemption value of Class A ordinary shares subject to possible redemption	—	—	—	—	—	(32,977)	(32,977)
Net loss	—	—	—	—	—	(1,172,887)	(1,172,887)
<b>Balance - June 30, 2022 (Unaudited)</b>	<b>501,000</b>	<b>50</b>	<b>3,450,000</b>	<b>345</b>	<b>—</b>	<b>(6,181,182)</b>	<b>(6,180,787)</b>
Increase in redemption value of Class A ordinary shares subject to possible redemption	—	—	—	—	—	(707,209)	(707,209)
Net loss	—	—	—	—	—	(4,780,261)	(4,780,261)
<b>Balance - September 30, 2022 (Unaudited)</b>	<b>501,000</b>	<b>\$ 50</b>	<b>3,450,000</b>	<b>\$ 345</b>	<b>\$ —</b>	<b>\$ (11,668,652)</b>	<b>\$ (11,668,257)</b>

**FOR THE THREE AND NINE MONTHS ENDED SEPTEMBER 30, 2021**

	Ordinary Shares				Additional Paid-in Capital	Accumulated Deficit	Total Shareholders' Deficit
	Class A		Class B				
	Shares	Amount	Shares	Amount			
<b>Balance - December 31, 2020</b>	<b>501,000</b>	<b>\$ 50</b>	<b>3,450,000</b>	<b>\$ 345</b>	<b>\$ —</b>	<b>\$ (10,538,468)</b>	<b>\$ (10,538,073)</b>
Net income	—	—	—	—	—	2,818,086	2,818,086
<b>Balance - March 31, 2021 (Unaudited)</b>	<b>501,000</b>	<b>50</b>	<b>3,450,000</b>	<b>345</b>	<b>—</b>	<b>(7,720,382)</b>	<b>(7,719,987)</b>
Net loss	—	—	—	—	—	(1,299,290)	(1,299,290)
<b>Balance - June 30, 2021 (Unaudited)</b>	<b>501,000</b>	<b>50</b>	<b>3,450,000</b>	<b>345</b>	<b>—</b>	<b>(9,019,672)</b>	<b>(9,019,277)</b>
Net income	—	—	—	—	—	1,730,029	1,730,029
<b>Balance - September 30, 2021 (Unaudited)</b>	<b>501,000</b>	<b>\$ 50</b>	<b>3,450,000</b>	<b>\$ 345</b>	<b>\$ —</b>	<b>\$ (7,289,643)</b>	<b>\$ (7,289,248)</b>

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

**FRAZIER LIFESCIENCES ACQUISITION CORPORATION**  
**UNAUDITED CONDENSED STATEMENTS OF CASH FLOWS**

	For The Nine Months Ended	
	September 30,	
	2022	2021
<b>Cash Flows from Operating Activities:</b>		
Net income (loss)	\$ (4,568,525)	\$ 3,248,825
Adjustments to reconcile net income (loss) to net cash used in operating activities:		
Interest income from investments held in Trust Account	(823,177)	(13,242)
Change in fair value of derivative warrant liabilities	762,720	(4,147,290)
Changes in operating assets and liabilities:		
Prepaid expenses	192,117	172,850
Accounts payable	777,233	(117,435)
Accrued expenses	2,853,461	124,389
Due to related party	—	2,400
<b>Net cash used in operating activities</b>	<u>(806,171)</u>	<u>(729,503)</u>
<b>Cash Flows from Financing Activities:</b>		
Offering costs paid	(45,000)	—
<b>Net cash used in financing activities</b>	<u>(45,000)</u>	<u>—</u>
<b>Net change in cash</b>	(851,171)	(729,503)
<b>Cash - beginning of the period</b>	1,226,716	1,365,094
<b>Cash - end of the period</b>	<u>\$ 375,545</u>	<u>\$ 635,591</u>

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



**FRAZIER LIFESCIENCES ACQUISITION CORPORATION**  
**NOTES TO UNAUDITED CONDENSED FINANCIAL STATEMENTS**

**Note 1 - Description of Organization, Business Operations and Basis of Presentation**

***Organization and General***

Frazier Lifesciences Acquisition Corporation (the “Company”) is a blank check company incorporated as a Cayman Islands exempted company on October 7, 2020. The Company was incorporated for the purpose of effecting a merger, share exchange, asset acquisition, share purchase, reorganization or similar business combination with one or more businesses that the Company has not yet identified (“Business Combination”).

As of September 30, 2022, the Company had not yet commenced operations. All activity for the period from October 7, 2020 (inception) through September 30, 2022 relates to the Company’s formation and the initial public offering (the “Initial Public Offering”), which is described below, and after the Initial Public Offering, the search for a target business. The Company will not generate any operating revenues until after the completion of its initial Business Combination, at the earliest. The Company will generate non-operating income in the form of interest income from the proceeds derived from the Initial Public Offering.

The Company’s Sponsor is Frazier Lifesciences Sponsor LLC, a Cayman Islands limited liability company (“Sponsor”). The registration statement for the Company’s Initial Public Offering was declared effective on December 8, 2020. On December 11, 2020, the Company consummated its Initial Public Offering of 13,800,000 units (each, a “Unit” and collectively, the “Units” and, with respect to the Class A ordinary shares included in the Units being offered, the “Public Shares”), including 1,800,000 additional Units to cover over-allotments (the “Over-Allotment Units”), at \$10.00 per Unit, generating gross proceeds of \$138.0 million, and incurring offering costs of approximately \$8.1 million, inclusive of approximately \$4.8 million in deferred underwriting commissions (See Note 6).

Simultaneously with the closing of the Initial Public Offering, the Company consummated the private placement (“Private Placement”) of 501,000 units (each, a “Private Placement Unit” and collectively, the “Private Placement Units”), at a price of \$10.00 per Private Placement Unit with the Sponsor, generating gross proceeds of approximately \$5.0 million (See Note 4).

Upon the closing of the Initial Public Offering and the Private Placement, approximately \$138.0 million (\$10.00 per Unit) of the net proceeds of the Initial Public Offering and certain of the proceeds of the Private Placement were placed in a trust account (“Trust Account”) with Continental Stock Transfer & Trust Company acting as trustee and invested in United States “government securities” within the meaning of Section 2(a)(16) of the Investment Company Act having a maturity of 185 days or less or in money market funds meeting certain conditions under Rule 2a-7 promulgated under the Investment Company Act which will be invested only in direct U.S. government treasury obligations, as determined by the Company, until the earlier of: (i) the completion of a Business Combination and (ii) the distribution of the Trust Account as described below.

The Company’s management has broad discretion with respect to the specific application of the net proceeds of its Initial Public Offering and the sale of Private Placement Units, although substantially all of the net proceeds are intended to be applied generally toward consummating a Business Combination. The Company’s initial Business Combination must be with one or more operating businesses or assets with a fair market value equal to at least 80% of the net assets held in the Trust Account (as defined below) (excluding taxes payable on interest earned) at the time the Company signs a definitive agreement in connection with the initial Business Combination. However, the Company will only complete a Business Combination if the post-transaction company owns or acquires 50% or more of the outstanding voting securities of the target business or otherwise acquires a controlling interest in the target business sufficient for it not to be required to register as an investment company under the Investment Company Act of 1940, as amended, or the Investment Company Act.

**FRAZIER LIFESCIENCES ACQUISITION CORPORATION**  
**NOTES TO UNAUDITED CONDENSED FINANCIAL STATEMENTS**

The Company will provide the holders of the Public Shares (the “Public Shareholders”) with the opportunity to redeem all or a portion of their Public Shares upon the completion of a Business Combination either (i) in connection with a general meeting called to approve the Business Combination or (ii) by means of a tender offer. The decision as to whether the Company will seek shareholder approval of a Business Combination or conduct a tender offer will be made by the Company. The Public Shareholders will be entitled to redeem their Public Shares for a pro rata portion of the amount then in the Trust Account (initially anticipated to be \$10.00 per share, plus any pro rata interest earned on the funds held in the Trust Account and not previously released to the Company to pay its tax obligations). The per-share amount to be distributed to public shareholders who redeem their Public Shares will not be reduced by the deferred underwriting commissions the Company will pay to the underwriters (as discussed in Note 6). These Public Shares will be recorded at a redemption value and classified as temporary equity upon the completion of the Initial Public Offering, in accordance with the Financial Accounting Standards Board’s (“FASB”) Accounting Standards Codification (“ASC”) Topic 480 “Distinguishing Liabilities from Equity” (“ASC Topic 480”). In such case, the Company will proceed with a Business Combination if the Company has net tangible assets of at least \$5,000,001 upon such consummation of a Business Combination and a majority of the shares voted are voted in favor of the Business Combination. If a shareholder vote is not required by applicable law or stock exchange listing requirements and the Company does not decide to hold a shareholder vote for business or other reasons, the Company will, pursuant to the Amended and Restated Memorandum and Articles of Association which was adopted by the Company at the consummation of the Initial Public Offering (the “Amended and Restated Memorandum and Articles of Association”), conduct the redemptions pursuant to the tender offer rules of the U.S. Securities and Exchange Commission (the “SEC”), and file tender offer documents with the SEC prior to completing a Business Combination. If, however, a shareholder approval of the transactions is required by applicable law or stock exchange listing requirements, or the Company decides to obtain shareholder approval for business or other reasons, the Company will offer to redeem shares in conjunction with a proxy solicitation pursuant to the proxy rules and not pursuant to the tender offer rules. Additionally, each public shareholder may elect to redeem their Public Shares irrespective of whether they vote for or against the proposed transaction or whether they were a public shareholder on the record date for the general meeting held to approve the proposed transaction. If the Company seeks shareholder approval in connection with a Business Combination, the holders of the Founder Shares (as defined in Note 5) prior to this Initial Public Offering (the “Initial Shareholders”) agreed to vote their Founder Shares and any Public Shares purchased during or after the Initial Public Offering in favor of a Business Combination. In addition, the Initial Shareholders agreed to waive their redemption rights with respect to their Founder Shares, private placement shares (the “Private Placement Shares”) underlying the Private Placement Units and Public Shares in connection with the completion of a Business Combination. In addition, the Company agreed not to enter into a definitive agreement regarding an initial Business Combination without the prior consent of the Sponsor.

Notwithstanding the foregoing, the Company’s Amended and Restated Memorandum and Articles of Association provides that a public shareholder, together with any affiliate of such shareholder or any other person with whom such shareholder is acting in concert or as a “group” (as defined under Section 13 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”)), will be restricted from redeeming its shares with respect to more than an aggregate of 15% or more of the Class A ordinary shares sold in the Initial Public Offering, without the prior consent of the Company.

The Company’s Sponsor, officers or directors agreed not to propose an amendment to the Company’s Amended and Restated Memorandum and Articles of Association (A) to modify the substance or timing of the Company’s obligation to allow the redemption of its Public Shares in connection with a Business Combination or to redeem 100% of its Public Shares if the Company does not complete a Business Combination within 24 months from the closing of the Initial Public Offering, or December 11, 2022, agreement in principle or definitive agreement for an initial Business Combination within 24 months from the closing of the Initial Public Offering (the

**FRAZIER LIFESCIENCES ACQUISITION CORPORATION**  
**NOTES TO UNAUDITED CONDENSED FINANCIAL STATEMENTS**

“Combination Period”), or (B) with respect to any other provisions relating to shareholders’ rights or pre-initial Business Combination activity, unless the Company provides the Public Shareholders with the opportunity to redeem their Class A ordinary shares in conjunction with any such amendment.

If the Company is unable to complete a Business Combination within the Combination Period, the Company will (i) cease all operations except for the purpose of winding up; (ii) as promptly as reasonably possible, but not more than ten business days thereafter, redeem the Public Shares, at a per-share price, payable in cash, equal to the aggregate amount then on deposit in the Trust Account, including interest earned on the funds held in the Trust Account and not previously released to the Company to pay its income taxes, if any (less up to \$100,000 of interest to pay dissolution expenses), divided by the number of the then-outstanding Public Shares, which redemption will completely extinguish Public Shareholders’ rights as shareholders (including the right to receive further liquidation distributions, if any); and (iii) as promptly as reasonably possible following such redemption, subject to the approval of the remaining shareholders and the board of directors, liquidate and dissolve, subject in the case of clauses (ii) and (iii), to the Company’s obligations under Cayman Islands law to provide for claims of creditors and the requirements of other applicable law.

In connection with the redemption of 100% of the Company’s outstanding Public Shares for a portion of the funds held in the Trust Account, each holder will receive a full pro rata portion of the amount then in the Trust Account, plus any pro rata interest earned on the funds held in the Trust Account and not previously released to the Company to pay the Company’s taxes payable (less taxes payable and up to \$100,000 of interest to pay dissolution expenses). The Initial Shareholders agreed to waive their liquidation rights with respect to the Founder Shares and Private Placement Shares held by them if the Company fails to complete a Business Combination within the Combination Period. However, if the Initial Shareholders should acquire Public Shares in or after the Initial Public Offering, they will be entitled to liquidating distributions from the Trust Account with respect to such Public Shares if the Company fails to complete a Business Combination within the Combination Period. The underwriters agreed to waive their rights to their deferred underwriting commission (see Note 6) held in the Trust Account in the event the Company does not complete a Business Combination within the Combination Period and, in such event, such amounts will be included with the funds held in the Trust Account that will be available to fund the redemption of the Company’s Public Shares. In the event of such distribution, it is possible that the per share value of the residual assets remaining available for distribution in the Trust Account will be less than the \$10.00 per share initially held in the Trust Account. In order to protect the amounts held in the Trust Account, the Sponsor agreed that it will be liable to the Company if and to the extent any claims by a third party for services rendered or products sold to the Company, or a prospective target business with which the Company has entered into a written letter of intent, confidentiality or other similar agreement or business combination agreement, reduce the amount of funds in the Trust Account to below the lesser of (i) \$10.00 per Public Share and (ii) the actual amount per Public Share held in the Trust Account as of the date of the liquidation of the Trust Account, if less than \$10.00 per share due to reductions in the value of the Trust assets, less taxes payable, provided that such liability will not apply to any claims by a third party or prospective target business who executed a waiver of any and all rights to the monies held in the Trust Account (whether or not such waiver is enforceable) nor will it apply to any claims under the Company’s indemnity of the underwriters of the Initial Public Offering against certain liabilities, including liabilities under the Securities Act of 1933, as amended (the “Securities Act”). In the event that an executed waiver is deemed to be unenforceable against a third party, the Sponsor will not be responsible to the extent of any liability for such third-party claims. The Company will seek to reduce the possibility that the Sponsor will have to indemnify the Trust Account due to claims of creditors by endeavoring to have vendors, service providers (except the Company’s independent registered public accounting firm), prospective target businesses or other entities with which the Company does business, execute agreements with the Company waiving any right, title, interest or claim of any kind in or to monies held in the Trust Account. There can be no guarantee that the Company will be successful in obtaining such waivers from its targeted vendors and service providers.

**FRAZIER LIFESCIENCES ACQUISITION CORPORATION**  
**NOTES TO UNAUDITED CONDENSED FINANCIAL STATEMENTS**

***Risks and Uncertainties***

Management continues to evaluate the impact of the COVID-19 pandemic on the industry and has concluded that while it is reasonably possible that the virus could have a negative effect on the Company's financial position, results of its operations and/or search for a target company, the specific impact is not readily determinable as of the date of these unaudited condensed financial statements. The unaudited condensed financial statements do not include any adjustments that might result from the outcome of this uncertainty.

In February 2022, the Russian Federation and Belarus commenced a military action with the country of Ukraine. As a result of this action, various nations, including the United States, have instituted economic sanctions against the Russian Federation and Belarus. Further, the impact of this action and related sanctions on the world economy are not determinable as of the date of these unaudited condensed financial statements and the specific impact on the Company's financial condition, results of operations, and cash flows is also not determinable as of the date of these unaudited condensed financial statements.

***Liquidity and Going Concern***

As of September 30, 2022, the Company had approximately \$0.4 million in its operating bank account, and working capital deficit of approximately \$3.4 million.

The Company's liquidity needs to date have been satisfied through a contribution of \$25,000 from Sponsor to cover for certain expenses in exchange for the issuance of the Founder Shares, the loan of approximately \$83,000 from the Sponsor under the Note (as defined in Note 5), and the proceeds from the consummation of the Private Placement not held in the Trust Account. The Company repaid the Note in full on December 14, 2020. In addition, in order to finance transaction costs in connection with a Business Combination, the Sponsor or an affiliate of the Sponsor, or certain of the Company's officers and directors may, but are not obligated to, provide the Company Working Capital Loans (as defined in Note 5). As of September 30, 2022 and December 31, 2021, there were no amounts outstanding under any Working Capital Loan.

Based on the foregoing, management has determined that the Company does not have sufficient liquidity to meet its anticipated obligations for at least twelve months after the financial statements are available to be issued, as such, the events and circumstances raise substantial doubt about the Company's ability to continue as a going concern. Therefore, the Company will include a going concern disclosure in its financial statements.

In connection with the Company's assessment of going concern considerations in accordance with the ASC 205-40, the Company has until December 11, 2022 to consummate a Business Combination. It is uncertain that the Company will be able to consummate a Business Combination by this time. If a Business Combination is not consummated by this date, there will be a liquidity condition, mandatory liquidation, and subsequent dissolution of the Company. Management has determined that the liquidity condition and mandatory liquidation, should a Business Combination not occur, and potential subsequent dissolution raises substantial doubt about the Company's ability to continue as a going concern.

***Proposed Business Combination***

On July 25, 2022, the Company entered into a Business Combination Agreement (as it may be amended, supplemented or otherwise modified from time to time, the "Business Combination Agreement"), by and among the Company, NewAmsterdam Pharma Company B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands ("Holdco"), NewAmsterdam Pharma Holding B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands ("NewAmsterdam Pharma") and NewAmsterdam Pharma Investment Corporation, a Cayman Islands exempted company ("Merger Sub").

**FRAZIER LIFESCIENCES ACQUISITION CORPORATION**  
**NOTES TO UNAUDITED CONDENSED FINANCIAL STATEMENTS**

Concurrently with the execution of the Business Combination Agreement, the Company and Holdco entered into subscription agreements with certain investors (collectively, the “PIPE Investors”), pursuant to which, among other things, such PIPE Investors agreed to subscribe for and purchase, and Holdco agreed to issue and sell to such PIPE Investors, 23,460,000 ordinary shares of Holdco, nominal value EUR 0.12, at \$10.00 per share (the “PIPE Shares”), for an aggregate of \$234,600,000 in gross proceeds (the “PIPE Financing”). The closing of the PIPE Financing is contingent upon, among other things, the substantially concurrent consummation of the Business Combination and related transactions.

**Note 2 - Summary of Significant Accounting Policies**

***Basis of Presentation***

The accompanying unaudited condensed financial statements are presented in U.S. dollars in conformity with accounting principles generally accepted in the United States of America (“GAAP”) for financial information and pursuant to the rules and regulations of the SEC. Accordingly, certain disclosures included in the annual financial statements have been condensed or omitted from these financial statements as they are not required for interim financial statements under U.S. GAAP and the rules of the SEC. In the opinion of management, the unaudited condensed financial statements reflect all adjustments, which include only normal recurring adjustments necessary for the fair statement of the balances and results for the periods presented. Operating results for the three and nine months ended September 30, 2022 are not necessarily indicative of the results that may be expected through December 31, 2022, or any future period.

The accompanying unaudited condensed financial statements should be read in conjunction with the audited financial statements and notes thereto included in the Form 10-K filed by the Company with the SEC on March 25, 2022.

***Emerging Growth Company***

As an emerging growth company, the Company may take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not emerging growth companies including, but not limited to, not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act of 2002, reduced disclosure obligations regarding executive compensation in its periodic reports and proxy statements, and exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and shareholder approval of any golden parachute payments not previously approved.

Further, Section 102(b)(1) of the Jumpstart our Business Startups Act of 2021 (the “JOBS Act”) exempts emerging growth companies from being required to comply with new or revised financial accounting standards until private companies (that is, those that have not had a Securities Act registration statement declared effective or do not have a class of securities registered under the Exchange Act) are required to comply with the new or revised financial accounting standards. The JOBS Act provides that an emerging growth company can elect to opt out of the extended transition period and comply with the requirements that apply to non-emerging growth companies but any such election to opt out is irrevocable. The Company has elected not to opt out of such extended transition period which means that when a standard is issued or revised and it has different application dates for public or private companies, the Company, as an emerging growth company, can adopt the new or revised standard at the time private companies adopt the new or revised standard.

This may make comparison of the Company’s unaudited condensed financial statements with another public company that is neither an emerging growth company nor an emerging growth company that has opted out of using the extended transition period difficult or impossible because of the potential differences in accounting standards used.

**FRAZIER LIFESCIENCES ACQUISITION CORPORATION**  
**NOTES TO UNAUDITED CONDENSED FINANCIAL STATEMENTS**

***Use of Estimates***

The preparation of unaudited condensed financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the condensed financial statements and the reported amounts of revenues and expenses during the reporting period.

Making estimates requires management to exercise significant judgment. It is at least reasonably possible that the estimate of the effect of a condition, situation or set of circumstances that existed at the date of the unaudited condensed financial statements, which management considered in formulating its estimate, could change in the near term due to one or more future confirming events. One of the more significant accounting estimates included in these condensed financial statements is the determination of the fair value of the warrant liability. Accordingly, the actual results could differ significantly from those estimates.

***Cash and Cash Equivalents***

The Company considers all short-term investments with an original maturity of three months or less when purchased to be cash equivalents. The Company had no cash equivalents as of September 30, 2022 and December 31, 2021.

***Investments Held in the Trust Account***

The Company's portfolio of investments is comprised of U.S. government securities, within the meaning set forth in Section 2(a)(16) of the Investment Company Act, with a maturity of 185 days or less, or investments in money market funds that invest in U.S. government securities and generally have a readily determinable fair value, or a combination thereof. When the Company's investments held in the Trust Account are comprised of U.S. government securities, the investments are classified as trading securities. When the Company's investments held in the Trust Account are comprised of money market funds, the investments are recognized at fair value. Trading securities and investments in money market funds are presented on the balance sheets at fair value at the end of each reporting period. Gains and losses resulting from the change in fair value of these securities is included in interest income from investments held in the Trust Account in the accompanying statements of operations. The estimated fair values of investments held in the Trust Account are determined using available market information.

***Concentration of Credit Risk***

Financial instruments that potentially subject the Company to concentrations of credit risk consist of cash accounts in a financial institution, which, at times, may exceed the Federal Deposit Insurance Corporation coverage limit of \$250,000. As of September 30, 2022 and December 31, 2021, the Company has not experienced losses on these accounts and management believes the Company is not exposed to significant risks on such accounts.

***Fair Value of Financial Instruments***

The fair value of the Company's assets and liabilities which qualify as financial instruments under the FASB ASC Topic 820, "Fair Value Measurements" approximates the carrying amounts represented in the balance sheets, primarily due to their short-term nature, except for the derivative warrant liabilities (see Note 8).

***Fair Value Measurements***

Fair value is defined as the price that would be received for sale of an asset or paid for transfer of a liability, in an orderly transaction between market participants at the measurement date. GAAP establishes a three-tier fair value

**FRAZIER LIFESCIENCES ACQUISITION CORPORATION**  
**NOTES TO UNAUDITED CONDENSED FINANCIAL STATEMENTS**

hierarchy, which prioritizes the inputs used in measuring fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). These tiers consist of:

- Level 1, defined as observable inputs such as quoted prices (unadjusted) for identical instruments in active markets;
- Level 2, defined as inputs other than quoted prices in active markets that are either directly or indirectly observable such as quoted prices for similar instruments in active markets or quoted prices for identical or similar instruments in markets that are not active; and
- Level 3, defined as unobservable inputs in which little or no market data exists, therefore requiring an entity to develop its own assumptions, such as valuations derived from valuation techniques in which one or more significant inputs or significant value drivers are unobservable.

In some circumstances, the inputs used to measure fair value might be categorized within different levels of the fair value hierarchy. In those instances, the fair value measurement is categorized in its entirety in the fair value hierarchy based on the lowest level input that is significant to the fair value measurement.

***Offering Costs Associated with the Initial Public Offering***

Offering costs consisted of legal, accounting, underwriting fees and other costs incurred that were directly related to the Initial Public Offering. Offering costs are allocated to the separable financial instruments issued in the Initial Public Offering based on a relative fair value basis, compared to total proceeds received. Offering costs associated with derivative warrant liabilities are expensed as incurred, presented as other income (expenses) in the statements of operations. Offering costs associated with the Public Shares were charged against the carrying value of the Class A ordinary shares subject to redemption upon the completion of the Initial Public Offering. The Company classifies deferred underwriting commissions as non-current liabilities as their liquidation is not reasonably expected to require the use of current assets or require the creation of current liabilities.

***Derivative Warrant Liabilities***

The Company does not use derivative instruments to hedge exposures to cash flow, market, or foreign currency risks. The Company evaluates all of its financial instruments, including issued stock purchase warrants, to determine if such instruments are derivatives or contain features that qualify as embedded derivatives, pursuant to ASC Topic 480 and ASC Subtopic 815-15 “Derivatives and Hedging-Embedded Derivatives” (“ASC Subtopic 815-15”). The classification of derivative instruments, including whether such instruments should be recorded as liabilities or as equity, is re-assessed at the end of each reporting period.

The warrants issued in connection with the Initial Public Offering (the “Public Warrants”) and the Private Placement Warrants (as defined in Note 4) are recognized as derivative liabilities in accordance with “Derivatives and Hedging-Contracts in Entity’s Own Equity” (“ASC Subtopic 815-40”). Accordingly, the Company recognizes the warrant instruments as liabilities at fair value and adjusts the instruments to fair value at each reporting period. The liabilities are subject to re-measurement at each balance sheet date until exercised, and any change in fair value is recognized in the Company’s statement of operations. The fair value of the Public Warrants issued in connection with the Public Offering and Private Placement Warrants were initially measured at fair value using a Monte Carlo simulation model and have subsequently been measured based on the listed market price of such warrants.

**FRAZIER LIFESCIENCES ACQUISITION CORPORATION**  
**NOTES TO UNAUDITED CONDENSED FINANCIAL STATEMENTS**

***Class A Ordinary Shares Subject to Possible Redemption***

The Company accounts for its Class A ordinary shares subject to possible redemption in accordance with the guidance in ASC Topic 480. Class A ordinary shares subject to mandatory redemption (if any) are classified as liability instruments and are measured at fair value. Conditionally redeemable Class A ordinary shares (including Class A ordinary shares that feature redemption rights that are either within the control of the holder or subject to redemption upon the occurrence of uncertain events not solely within the Company's control) are classified as temporary equity. At all other times, Class A ordinary shares are classified as shareholders' equity. The Company's Class A ordinary shares feature certain redemption rights that are considered to be outside of the Company's control and subject to the occurrence of uncertain future events. Accordingly, at September 30, 2022 and December 31, 2021, 13,800,000 shares of Class A ordinary shares subject to possible redemption are presented as temporary equity, respectively, outside of the shareholders' deficit section of the Company's balance sheets.

Under ASC 480-10-S99, the Company has elected to recognize changes in the redemption value immediately as they occur and adjust the carrying value of the security to equal the redemption value at the end of the reporting period. This method would view the end of the reporting period as if it were also the redemption date of the security. Effective with the closing of the Initial Public Offering, the Company recognized the accretion from initial book value to redemption amount, which resulted in charges against additional paid-in capital (to the extent available) and accumulated deficit.

***Income Taxes***

ASC Topic 740, "Income Taxes" prescribes a recognition threshold and a measurement attribute for the financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. For those benefits to be recognized, a tax position must be more likely than not to be sustained upon examination by taxing authorities. The Company's management determined that the Cayman Islands is the Company's only major tax jurisdiction. The Company recognizes accrued interest and penalties related to unrecognized tax benefits as income tax expense. There were no unrecognized tax benefits and no amounts for interest and penalties as of September 30, 2022 and December 31, 2021. The Company is currently not aware of any issues under review that could result in significant payments, accruals or material deviation from its position.

There is currently no taxation imposed on income by the Government of the Cayman Islands. In accordance with Cayman federal income tax regulations, income taxes are not levied on the Company. Consequently, income taxes are not reflected in the Company's condensed financial statements. The Company's management does not expect that the total amount of unrecognized tax benefits will materially change over the next twelve months.

***Net Income (Loss) per Ordinary Share***

The Company complies with accounting and disclosure requirements of FASB ASC Topic 260, "Earnings Per Share." The Company has two classes of shares, which are referred to as Class A ordinary shares and Class B ordinary shares. Income and losses are shared pro rata between the two classes of shares. This presentation assumes a business combination as the most likely outcome. Net income (loss) per ordinary share is calculated by dividing the net income (loss) by the weighted average shares of ordinary shares outstanding for the respective period.

The calculation of diluted net income (loss) does not consider the effect of the warrants underlying the Units sold in the Initial Public Offering (including the consummation of the over-allotment) and the Private Placement Warrants to purchase an aggregate of 4,767,000 Class A ordinary shares in the calculation of diluted income



**FRAZIER LIFESCIENCES ACQUISITION CORPORATION**  
**NOTES TO UNAUDITED CONDENSED FINANCIAL STATEMENTS**

(loss) per share, because their exercise is contingent upon future events. As a result, diluted net income (loss) per ordinary share is the same as basic net income (loss) per ordinary share for the three and nine months ended September 30, 2022 and 2021. Accretion associated with the redeemable Class A ordinary shares is excluded from earnings per share as the redemption value approximates fair value.

The following table reflects presents a reconciliation of the numerator and denominator used to compute basic and diluted net income (loss) per ordinary share for each class of ordinary shares:

	For the Three Months Ended September 30,			
	2022		2021	
	Class A	Class B	Class A	Class B
Basic and diluted net loss per ordinary share:				
<i>Numerator:</i>				
Allocation of net loss	\$ (3,851,192)	\$ (929,069)	\$ 1,393,789	\$ 336,240
<i>Denominator:</i>				
Basic and diluted weighted average ordinary shares outstanding	14,301,000	3,450,000	14,301,000	3,450,000
Basic and diluted net loss per ordinary share	<u>\$ (0.27)</u>	<u>\$ (0.27)</u>	<u>\$ 0.10</u>	<u>\$ 0.10</u>
	For the Nine Months Ended September 30,			
	2022		2021	
	Class A	Class B	Class A	Class B
Basic and diluted net income (loss) per ordinary share:				
<i>Numerator:</i>				
Allocation of net income (loss)	\$ (3,680,608)	\$ (887,917)	\$ 2,617,399	\$ 631,426
<i>Denominator:</i>				
Basic and diluted weighted average ordinary shares outstanding	14,301,000	3,450,000	14,301,000	3,450,000
Basic and diluted net income (loss) per ordinary share	<u>\$ (0.26)</u>	<u>\$ (0.26)</u>	<u>\$ 0.18</u>	<u>\$ 0.18</u>

**Recent Issued Accounting Standards**

In June 2022, the FASB issued ASU 2022-03, ASC Subtopic 820 “Fair Value Measurement of Equity Securities Subject to Contractual Sale Restrictions”. The ASU amends ASC 820 to clarify that a contractual sales restriction is not considered in measuring an equity security at fair value and to introduce new disclosure requirements for equity securities subject to contractual sale restrictions that are measured at fair value. The ASU applies to both holders and issuers of equity and equity-linked securities measured at fair value. The amendments in this ASU are effective for the Company in fiscal years beginning after December 15, 2023, and interim periods within those fiscal years. Early adoption is permitted for both interim and annual financial statements that have not yet been issued or made available for issuance. The Company is still evaluating the impact of this pronouncement on the condensed financial statements.

**FRAZIER LIFESCIENCES ACQUISITION CORPORATION**  
**NOTES TO UNAUDITED CONDENSED FINANCIAL STATEMENTS**

The Company's management does not believe that any other recently issued, but not yet effective, accounting standards updates, if currently adopted, would have a material effect on the accompanying condensed financial statements.

**Note 3 - Initial Public Offering**

On December 11, 2020, the Company consummated its Initial Public Offering of 13,800,000 Units, including 1,800,000 Over-Allotment Units, at \$10.00 per Unit, generating gross proceeds of \$138.0 million, and incurring offering costs of approximately \$8.1 million, inclusive of approximately \$4.8 million in deferred underwriting commissions.

Each Unit consists of one Class A ordinary share and one-third of one Public Warrant. Each whole Public Warrant will entitle the holder to purchase one Class A ordinary share at an exercise price of \$11.50 per share, subject to adjustment (see Note 7).

**Note 4 - Private Placement**

Simultaneously with the closing of the Initial Public Offering, the Company consummated the Private Placement of 501,000 Private Placement Units, at a price of \$10.00 per Private Placement Unit with the Sponsor, generating gross proceeds of approximately \$5.0 million.

Each Private Placement Unit consists of one Class A ordinary share and one-third of one redeemable warrant. Each whole private placement warrant underlying the Private Placement Units (the "Private Placement Warrants") is exercisable for one whole share of Class A ordinary shares at a price of \$11.50 per share. A portion of the proceeds from the sale of the Private Placement Warrants to the Sponsor was added to the proceeds from the Initial Public Offering held in the Trust Account. If the Company does not complete a Business Combination within the Combination Period, the Private Placement Units will expire worthless. The Private Placement Warrants will be non-redeemable except as described below in Note 7 and exercisable on a cashless basis so long as they are held by the Sponsor or its permitted transferees.

The Sponsor and the Company's officers and directors agreed, subject to limited exceptions, not to transfer, assign or sell any of their Private Placement Units until 30 days after the completion of the initial Business Combination.

**Note 5 - Related Party Transactions**

***Founder Shares***

On October 7, 2020, the Sponsor paid an aggregate of \$25,000 for certain expenses on behalf of the Company in exchange for issuance of 2,875,000 Class B ordinary shares (the "Founder Shares"). On November 20, 2020, the Sponsor transferred 30,000 Founder Shares to each of the directors other than the Chairman. On December 8, 2020, the Company effected a share sub-division, resulting in an increase in the total number of Founder Shares outstanding from 2,875,000 to 3,450,000 shares. All shares and associated amounts have been retroactively restated to reflect the share sub-division. The Sponsor agreed to forfeit up to an aggregate of 450,000 Founder Shares to the extent that the option to purchase additional units was not exercised in full by the underwriters so that the Founder Shares would represent 20% of the Company's issued and outstanding shares after the Initial Public Offering. The underwriters fully exercised the over-allotment option on December 11, 2020; thus, these Founder Shares were no longer subject to forfeiture.

**FRAZIER LIFESCIENCES ACQUISITION CORPORATION**  
**NOTES TO UNAUDITED CONDENSED FINANCIAL STATEMENTS**

The Initial Shareholders agreed not to transfer, assign or sell any of their Founder Shares until the earlier to occur of: (A) one year after the completion of the initial Business Combination or (B) subsequent to the initial Business Combination, (x) if the closing price of Class A ordinary shares equals or exceeds \$12.00 per share (as adjusted for share sub-divisions, share capitalizations, reorganizations, recapitalizations and the like) for any 20 trading days within any 30-trading day period commencing at least 150 days after the initial Business Combination, or (y) the date on which the Company completes a liquidation, merger, share exchange, reorganization or other similar transaction that results in all of the Public Shareholders having the right to exchange their ordinary shares for cash, securities or other property.

***Related Party Loans***

On October 7, 2020, the Sponsor agreed to loan the Company up to \$300,000 to be used for the payment of costs related to the Initial Public Offering pursuant to a promissory note (the "Note"). The Note is non-interest bearing, unsecured and due upon the closing of the Initial Public Offering. The Sponsor paid an aggregate of approximately \$83,000 to cover for the Company's expenses under the Note. On December 14, 2020, the Company fully repaid the Note. The facility is no longer available to be drawn.

In addition, in order to fund working capital deficiencies or finance transaction costs in connection with a Business Combination, the Sponsor or an affiliate of the Sponsor, or certain of the Company's officers and directors may, but are not obligated to, loan the Company funds as may be required ("Working Capital Loans"). If the Company completes a Business Combination, the Company may repay the Working Capital Loans out of the proceeds of the Trust Account released to the Company. Otherwise, the Working Capital Loans may be repaid only out of funds held outside the Trust Account. In the event that a Business Combination does not close, the Company may use a portion of proceeds held outside the Trust Account to repay the Working Capital Loans but no proceeds held in the Trust Account would be used to repay the Working Capital Loans. The Working Capital Loans would either be repaid upon consummation of a Business Combination, without interest, or, at the lender's discretion, up to \$1.5 million of such Working Capital Loans may be convertible into private placement units of the post Business Combination entity at a price of \$10.00 per unit. The private placement units would be identical to the public units sold, subject to certain limited exceptions. Except for the foregoing, the terms of such Working Capital Loans, if any, have not been determined and no written agreements exist with respect to such loans. As of September 30, 2022 and December 31, 2021, the Company had no borrowings under the Working Capital Loans.

***Administrative Services Agreement***

The Company entered into an agreement that provided that, commencing on the date that the Company's securities were first listed on the Nasdaq through the earlier of consummation of the initial Business Combination and the liquidation, the Company agreed to pay the Sponsor \$10,000 per month for office space, secretarial and administrative services provided to the Company. During the three months ended September 30, 2022 and 2021, the Company incurred approximately \$30,000 for expenses in connection with the Administrative Services Agreement. During the nine months ended September 30, 2022 and 2021, the Company incurred approximately \$90,000 for expenses in connection with the Administrative Services Agreement. As of September 30, 2022 and December 31, 2021, we had no amounts payable for such services.

In addition, the Sponsor, officers and directors, or any of their respective affiliates will be reimbursed for any out-of-pocket expenses incurred in connection with activities on the Company's behalf such as identifying potential target businesses and performing due diligence on suitable Business Combinations. The audit committee will review on a quarterly basis all payments that were made by the Company to the Sponsor, officers or directors, or the Company's or their affiliates. Any such payments prior to an initial Business Combination will be made from funds held outside the Trust Account.

**FRAZIER LIFESCIENCES ACQUISITION CORPORATION**  
**NOTES TO UNAUDITED CONDENSED FINANCIAL STATEMENTS**

**Note 6 - Commitments and Contingencies**

***Registration and Shareholder Rights***

The holders of the Founder Shares, Private Placement Units, Private Placement Shares, Private Placement Warrants, Class A ordinary shares underlying the Private Placement Warrants and warrants that may be issued upon conversion of Working Capital Loans (and any Class A ordinary shares issuable upon the exercise of the Private Placement Warrants and warrants that may be issued upon conversion of Working Capital Loans) are entitled to registration rights pursuant to a registration and shareholder rights agreement signed upon the effective date of the Initial Public Offering. The holders of these securities are entitled to make up to three demands, excluding short form demands, that the Company registers such securities. In addition, the holders have certain “piggy-back” registration rights with respect to registration statements filed subsequent to the completion of the initial Business Combination. The Company will bear the expenses incurred in connection with the filing of any such registration statements.

***Underwriting Agreement***

The Company granted the underwriters a 45-day option from the date of the prospectus relating to the Initial Public Offering to purchase up to 1,800,000 additional Units at the Initial Public Offering price less the underwriting discounts and commissions. The underwriters fully exercised the over-allotment option on December 11, 2020.

The underwriters were entitled to an underwriting discount of \$0.20 per unit, or approximately \$2.8 million in the aggregate, which was paid upon the closing of the Initial Public Offering. In addition, \$0.35 per unit, or approximately \$4.8 million in the aggregate will be payable to the underwriters for deferred underwriting commissions. The deferred fee will become payable to the underwriters from the amounts held in the Trust Account solely in the event that the Company completes a Business Combination, subject to the terms of the underwriting agreement.

**Note 7 - Class A Ordinary Shares Subject To Possible Redemption**

The Company’s Class A ordinary shares feature certain redemption rights that are considered to be outside of the Company’s control and subject to the occurrence of future events. The Company is authorized to issue 479,000,000 ordinary shares with a par value of \$0.0001 per share. Holders of the Company’s Class A ordinary shares are entitled to one vote for each share. As of September 30, 2022 and December 31, 2021, there were 14,301,000 Class A ordinary shares issued and outstanding, of which 13,800,000 shares were subject to possible redemption have been classified as temporary equity.

**FRAZIER LIFESCIENCES ACQUISITION CORPORATION**  
**NOTES TO UNAUDITED CONDENSED FINANCIAL STATEMENTS**

Class A ordinary shares subject to possible redemption reflected on the condensed balance sheets is reconciled on the following table:

Gross proceeds	\$ 138,000,000
Less:	
Fair value of Public Warrants at issuance	(7,682,000)
Offering costs allocated to Class A ordinary shares subject to possible redemption	(7,653,636)
Plus:	
Accretion on Class A ordinary shares subject to possible redemption amount	15,335,636
Class A ordinary shares subject to possible redemption, December 31, 2021	138,000,000
Increase in redemption value of Class A ordinary shares subject to possible redemption	32,977
Class A ordinary shares subject to possible redemption, June 30, 2022	138,032,977
Increase in redemption value of Class A ordinary shares subject to possible redemption	707,209
Class A ordinary shares subject to possible redemption, September 30, 2022	<u>\$ 138,740,186</u>

**Note 8 - Derivative Warrant Liabilities**

As of September 30, 2022 and December 31, 2021, the Company has 4,600,000 and 167,000 Public Warrants and Private Placement Warrants, respectively, outstanding.

Public Warrants may only be exercised for a whole number of shares. No fractional Public Warrants will be issued upon separation of the Units and only whole Public Warrants will trade. The Public Warrants will become exercisable on the later of (a) 30 days after the completion of a Business Combination and (b) 12 months from the closing of the Initial Public Offering; provided in each case that the Company has an effective registration statement under the Securities Act covering the Class A ordinary shares issuable upon exercise of the Public Warrants and a current prospectus relating to them is available and such shares are registered, qualified or exempt from registration under the securities, or blue sky, laws of the state of residence of the holder (or the Company permits holders to exercise their warrants on a cashless basis under certain circumstances). The Company agreed that as soon as practicable, but in no event later than 20 business days after the closing of the initial Business Combination, the Company will use commercially reasonable efforts to file with the SEC a registration statement covering the Class A ordinary shares issuable upon exercise of the warrants and to maintain a current prospectus relating to those Class A ordinary shares until the warrants expire or are redeemed, as specified in the warrant agreement. If a registration statement covering the Class A ordinary shares issuable upon exercise of the warrants is not effective by the 60th day after the closing of the initial Business Combination, warrant holders may, until such time as there is an effective registration statement and during any period when the Company will have failed to maintain an effective registration statement, exercise warrants on a "cashless basis" in accordance with Section 3(a)(9) of the Securities Act or another exemption. Notwithstanding the above, if the Class A ordinary shares are at the time of any exercise of a warrant not listed on a national securities exchange such that they satisfy the definition of a "covered security" under Section 18(b)(1) of the Securities Act, the Company may, at its option, require holders of Public Warrants who exercise their warrants to

**FRAZIER LIFESCIENCES ACQUISITION CORPORATION**  
**NOTES TO UNAUDITED CONDENSED FINANCIAL STATEMENTS**

do so on a “cashless basis” and, in the event the Company so elects, the Company will not be required to file or maintain in effect a registration statement, and in the event the Company does not so elect, it will use commercially reasonable efforts to register or qualify the shares under applicable blue sky laws to the extent an exemption is not available. The warrants have an exercise price of \$11.50 per share, subject to adjustments, and will expire five years after the completion of a Business Combination or earlier upon redemption or liquidation. In addition, if (x) the Company issues additional Class A ordinary shares or equity-linked securities for capital raising purposes in connection with the closing of the initial Business Combination at an issue price or effective issue price of less than \$9.20 per Class A ordinary share (with such issue price or effective issue price to be determined in good faith by the board of directors and, in the case of any such issuance to the Initial Shareholders or their affiliates, without taking into account any Founder Shares held by the Initial Shareholders or such affiliates, as applicable, prior to such issuance) (the “Newly Issued Price”), (y) the aggregate gross proceeds from such issuances represent more than 60% of the total equity proceeds, and interest thereon, available for the funding of the initial Business Combination on the date of the consummation of the initial Business Combination (net of redemptions), and (z) the volume weighted average trading price of Class A ordinary shares during the 10-trading day period starting on the trading day prior to the day on which the Company consummates its initial Business Combination (such price, the “Market Value”) is below \$9.20 per share, then the exercise price of the warrants will be adjusted (to the nearest cent) to be equal to 115% of the higher of the Market Value and the Newly Issued Price, the \$18.00 per share redemption trigger price will be adjusted (to the nearest cent) to be equal to 180% of the higher of the Market Value and the Newly Issued Price (and the \$10.00 per share redemption trigger price will be adjusted (to the nearest cent) to be equal to the higher of the Market Value and the Newly Issued Price see “Redemption of warrants for cash when the price per class A ordinary share equals or exceeds \$18.00” and “Redemption of warrants for Class A ordinary shares when the price per class A ordinary share equals or exceeds \$10.00” as described below).

The Private Placement Warrants are identical to the Public Warrants underlying the Units sold in the Initial Public Offering, except (i) that the Private Placement Warrants and the Class A ordinary shares issuable upon exercise of the Private Placement Warrants will not be transferable, assignable or salable until 30 days after the completion of a Business Combination, subject to certain limited exceptions, (ii) except as described below, the Private Placement Warrants will be non-redeemable so long as they are held by the Sponsor or such its permitted transferees and (iii) the Sponsor or its permitted transferees will have the option to exercise the Private Placement Warrants on a cashless basis and have certain registration rights. If the Private Placement Warrants are held by someone other than the Sponsor or its permitted transferees, the Private Placement Warrants will be redeemable by the Company in all redemption scenarios and exercisable by such holders on the same basis as the Public Warrants.

*Redemption of warrants for cash when the price per Class A ordinary share equals or exceeds \$18.00:*

Once the warrants become exercisable, the Company may call the outstanding warrants for redemption (except as described herein with respect to the Private Placement Warrants):

- in whole and not in part;
- at a price of \$0.01 per warrant;
- upon a minimum of 30 days’ prior written notice of redemption to each warrant holder; and
- if, and only if, the last reported sales price (the “closing price”) of Class A ordinary shares equals or exceeds \$18.00 per share (as adjusted for share sub-divisions, share capitalizations, reorganizations, recapitalizations and the like) for any 20 trading days within a 30-trading day period ending on the third trading day prior to the date on which the Company sends the notice of redemption to the warrant holders (the “Reference Value”).

**FRAZIER LIFESCIENCES ACQUISITION CORPORATION**  
**NOTES TO UNAUDITED CONDENSED FINANCIAL STATEMENTS**

The Company will not redeem the warrants as described above unless a registration statement under the Securities Act covering the issuance of the Class A ordinary shares issuable upon exercise of the warrants is then effective and a current prospectus relating to those Class A ordinary shares is available throughout the 30-day redemption period. If and when the warrants become redeemable by the Company, it may exercise its redemption right even if the Company is unable to register or qualify the underlying securities for sale under all applicable state securities laws.

*Redemption of warrants for Class A ordinary shares when the price per Class A ordinary share equals or exceeds \$10.00:*

After the warrants become exercisable, the Company may redeem the outstanding warrants:

- in whole and not in part;
- at \$0.10 per warrant upon a minimum of 30 days' prior written notice of redemption provided that holders will be able to exercise their warrants on a cashless basis prior to redemption and receive that number of Class A ordinary shares to be determined by reference to an agreed table based on the redemption date and the "fair market value" of Class A ordinary shares;
- if, and only if, the closing price of Class A ordinary shares equals or exceeds \$10.00 per Public Share (as adjusted per share subdivisions, share dividends, reorganizations, recapitalizations and the like) on the trading day before the Company sends the notice of redemption to the warrant holders; and
- if the Reference Value is less than \$18.00 per share (as adjusted for share splits, share dividends, rights issuances, subdivisions, reorganizations, recapitalizations and the like), then the Private Placement Warrants must also concurrently be called for redemption on the same terms (except as described herein with respect to a holder's ability to cashless exercise its warrants) as the outstanding Public Warrants as described above.

The "fair market value" of Class A ordinary shares for the above purpose shall mean the volume weighted average price of Class A ordinary shares during the 10 trading days immediately following the date on which the notice of redemption is sent to the holders of warrants. In no event will the warrants be exercisable on a cashless basis in connection with this redemption feature for more than 0.361 Class A ordinary shares per warrant (subject to adjustment).

In no event will the Company be required to net cash settle any warrant. If the Company is unable to complete a Business Combination within the Combination Period and the Company liquidates the funds held in the Trust Account, holders of warrants will not receive any of such funds with respect to their warrants, nor will they receive any distribution from the Company's assets held outside of the Trust Account with the respect to such warrants. Accordingly, the warrants may expire worthless.

**Note 9 - Shareholders' Deficit**

**Preference Shares** - The Company is authorized to issue 1,000,000 preference shares with a par value of \$0.0001 per share. At September 30, 2022 and December 31, 2021, there were no preference shares issued or outstanding.

**Class A Ordinary Shares** - The Company is authorized to issue 479,000,000 Class A ordinary shares with a par value of \$0.0001 per share. Holders of the Company's Class A ordinary shares are entitled to one vote for each share. At September 30, 2022 and December 31, 2021, there were 14,301,000 Class A ordinary shares issued and outstanding, of which 13,800,000 shares were subject to possible redemption have been classified as temporary equity (see Note 7).

**FRAZIER LIFESCIENCES ACQUISITION CORPORATION**  
**NOTES TO UNAUDITED CONDENSED FINANCIAL STATEMENTS**

**Class B Ordinary Shares** - The Company is authorized to issue 20,000,000 Class B ordinary shares with a par value of \$0.0001 per share. On October 7, 2020, the Company issued 2,875,000 Class B ordinary shares. On December 8, 2020, the Company effected a share sub-division, resulting in an increase in the total number of Class B ordinary shares outstanding from 2,875,000 to 3,450,000 shares. All shares and associated amounts have been retroactively restated to reflect the share sub-division. Of the 3,450,000 Class B ordinary shares outstanding, up to 450,000 shares were subject to forfeiture, to the Company by the Initial Shareholders for no consideration to the extent that the underwriters' over-allotment option was not exercised in full or in part, so that the Initial Shareholders would collectively own 20% of the Company's issued and outstanding ordinary shares after the Initial Public Offering (excluding the Private Placement Shares and assuming the initial shareholders do not purchase any units in the Initial Public Offering). The underwriters fully exercised the over-allotment option on December 11, 2020; thus, these 450,000 Class B ordinary shares were no longer subject to forfeiture. At September 30, 2022 and December 31, 2021, there were 3,450,000 Class B ordinary shares issued and outstanding period. Class A and Class B ordinary shareholders of record are entitled to one vote for each share held on all matters to be voted on by shareholders. Except as described below, holders of Class A ordinary shares and holders of Class B ordinary shares will vote together as a single class on all matters submitted to a vote of the shareholders except as required by law. Prior to the initial Business Combination, only holders of the Founder Shares will have the right to vote on the appointment of directors. Holders of the Public Shares will not be entitled to vote on the appointment of directors during such time. In addition, prior to the completion of an initial Business Combination, holders of a majority of the Founder Shares may remove a member of the board of directors for any reason. The provisions of the Amended and Restated Memorandum and Articles of Association governing the appointment or removal of directors prior to the initial Business Combination may only be amended by a special resolution passed by holders representing at least two-thirds of the issued and outstanding Class B ordinary shares.

The Class B ordinary shares will automatically convert into Class A ordinary shares on the first business day following the consummation of the initial Business Combination at a ratio such that the number of Class A ordinary shares issuable upon conversion of all Founder Shares will equal, in the aggregate, on an as-converted basis, 20% of the sum of (i) the total number of ordinary shares (excluding the Private Placement Shares) issued and outstanding upon the consummation of the Initial Public Offering, plus (ii) the sum of the total number of Class A ordinary shares issued or deemed issued or issuable upon conversion or exercise of any equity-linked securities or rights issued or deemed issued, by the Company in connection with or in relation to the consummation of the initial Business Combination (net of any redemptions of Class A ordinary shares by Public Shareholders), excluding any Class A ordinary shares or equity-linked securities exercisable for or convertible into Class A ordinary shares issued, deemed issued, or to be issued, to any seller in the initial Business Combination and any Private Placement Units issued to the Sponsor, members of the founding team or any of their affiliates upon conversion of Working Capital Loans. In no event will the Class B ordinary shares convert into Class A ordinary shares at a rate of less than one-to-one.



**FRAZIER LIFESCIENCES ACQUISITION CORPORATION**  
**NOTES TO UNAUDITED CONDENSED FINANCIAL STATEMENTS**

**Note 10 - Fair Value Measurements**

The following table presents information about the Company's assets and liabilities that are measured at fair value on a recurring basis as of September 30, 2022 and December 31, 2021 and indicates the fair value hierarchy of the valuation techniques that the Company utilized to determine such fair value.

**September 30, 2022**

Description	Quoted Prices in Active Markets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Other Unobservable Inputs (Level 3)
<b>Assets:</b>			
Investments held in Trust Account	\$ 138,840,186	\$ —	\$ —
<b>Liabilities:</b>			
Derivative warrant liabilities	\$ 3,450,000	\$ 125,250	\$ —

**December 31, 2021**

Description	Quoted Prices in Active Markets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Other Unobservable Inputs (Level 3)
<b>Assets:</b>			
Investments held in Trust Account	\$ 138,017,009	\$ —	\$ —
<b>Liabilities:</b>			
Derivative warrant liabilities	\$ 2,714,000	\$ 98,530	\$ —

Transfers to/from Levels 1, 2, and 3 are recognized at the beginning of the reporting period. The estimated fair value of the Public Warrants of \$7,084,000 transferred from a Level 3 measurement to a Level 1 fair value measurement in January 2021, when the Public Warrants were separately listed and traded. The estimated fair value of the Private Warrants of \$257,180 was transferred from a Level 3 measurement to a Level 2 fair value measurement in January 2021, as the transfer of Private Placement Warrants to anyone who is not a permitted transferee would result in the Private Placement Warrants having substantially the same terms as the Public Warrants, the Company determined that the fair value of each Private Placement Warrant is equivalent to that of each Public Warrant. There were no other transfers to/from Levels 1, 2, and 3 during the nine months ended September 30, 2022.

For the three and nine months ended September 30, 2022, the Company recognized a loss in the unaudited condensed statements of operations resulting from an increase in fair value of the derivative warrant liabilities of approximately \$3.2 million and \$0.8 million, respectively, presented as change in fair value of derivative warrant liabilities in the accompanying unaudited condensed statements of operations.

For the three and nine months ended September 30, 2021, the Company recognized a gain in the unaudited condensed statements of operations resulting from a decrease in fair value of the derivative warrant liabilities of approximately \$2.1 million and \$4.1 million, respectively, presented as change in fair value of derivative warrant liabilities in the accompanying unaudited condensed statements of operations.

Level 1 instruments include investments in mutual funds invested in government securities. The Company uses inputs such as actual trade data, benchmark yields, quoted market prices from dealers or brokers, and other similar sources to determine the fair value of its investments.

**FRAZIER LIFESCIENCES ACQUISITION CORPORATION**  
**NOTES TO UNAUDITED CONDENSED FINANCIAL STATEMENTS**

**Note 11 - Subsequent Events**

The Company evaluated subsequent events and transactions that occurred up to the date the unaudited condensed financial statements were issued. Based upon this review, the Company did not identify any other subsequent events that would have required adjustment or disclosure in the unaudited condensed financial statements.

## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the shareholders and the Board of Directors of NewAmsterdam Pharma Holding B.V.

### Opinion on the Financial Statements

We have audited the accompanying consolidated statements of financial position of NewAmsterdam Pharma Holding B.V. and its subsidiaries (the “Company”) as at December 31, 2021 and 2020, the related consolidated statements of profit or loss and other comprehensive loss, changes in equity, and cash flows for each of the two years in the period ended December 31, 2021 and the related notes (collectively referred to as the “financial statements”). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as at December 31, 2021 and 2020, and the results of its operations and its cash flows for each of the two years ended December 31, 2021 and 2020, in conformity with International Financial Reporting Standards as issued by the International Accounting Standards Board.

### Basis for Opinion

These financial statements are the responsibility of the Company’s management. Our responsibility is to express an opinion on the Company’s 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 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 financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits, we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company’s internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the 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 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 financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ Deloitte Accountants B.V.

Rotterdam, The Netherlands

August 3, 2022

We have served as the Company’s auditor since 2020.

**CONSOLIDATED STATEMENTS OF PROFIT OR LOSS  
AND OTHER COMPREHENSIVE LOSS**

for the years ended December 31, 2021 and 2020  
(in thousands of Euro, except per share amounts)

	Note	As at December 31, 2021	December 31, 2020
Research and development expenses	4	(25,032)	(4,045)
General and administrative expenses	5	(4,803)	(1,384)
<b>Total operating expenses</b>		<b>(29,835)</b>	<b>(5,429)</b>
Finance income	10	9	—
Finance expense	18-19	(216)	(344)
Net foreign exchange gain		1,443	24
<b>Loss before tax</b>		<b>(28,599)</b>	<b>(5,749)</b>
Income tax expense	8	—	—
<b>Loss for the period</b>		<b>(28,599)</b>	<b>(5,749)</b>
Comprehensive income, net of tax		—	—
<b>Total comprehensive loss for the period, net of tax</b>		<b>(28,599)</b>	<b>(5,749)</b>
<b>Basic and diluted loss per share</b>			
Ordinary shares	17	(2.53)	(1.15)

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

**CONSOLIDATED STATEMENTS OF FINANCIAL POSITION**

as at December 31, 2021 and 2020  
(in thousands of Euro)

		As of	
	Note	December 31, 2021	December 31, 2020
<b>Assets</b>			
Property, plant and equipment	9	190	12
Loan receivable	10	718	—
<b>Non-current assets</b>		<b>908</b>	<b>12</b>
<b>Current assets</b>			
Prepayments and other receivables	6	5,782	1,358
Cash and cash equivalents	14	53,092	7,861
<b>Total current assets</b>		<b>58,874</b>	<b>9,219</b>
<b>Total assets</b>		<b>59,782</b>	<b>9,231</b>
<b>Equity and liabilities</b>			
<b>Equity</b>			
Share capital	15	83,876	2,500
Other reserves	16	591	—
Accumulated loss		(34,676)	(6,077)
<b>Total equity</b>		<b>49,791</b>	<b>(3,577)</b>
<b>Non-current liabilities</b>			
Lease liability	19	111	—
<b>Current liabilities</b>			
Loans and borrowings	18	—	11,650
Lease liability	19	53	—
Trade and other payables	7	9,827	1,158
<b>Total current liabilities</b>		<b>9,880</b>	<b>12,808</b>
<b>Total equity and liabilities</b>		<b>59,782</b>	<b>9,231</b>

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

**CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY**

for the years ended December 31, 2021 and 2020  
(In thousands of Euro except issued shares)

	Note	Number of Shares Outstanding							Total Equity
		Voting Ordinary Shares	Non-Voting Ordinary Shares	Series A Preferred Shares	Issued Capital	Share Premium	Other Reserves	Accumulated Loss	
<b>Opening balance at January 1, 2020</b>		2,500,000	—	—	25	2,475	—	(325)	2,175
Issuance of non-voting shares	15	—	2,500,000	—	25	(25)	—	—	—
Total comprehensive loss for the period	17	—	—	—	—	—	—	(5,749)	(5,749)
<b>As at December 31, 2020</b>		<u>2,500,000</u>	<u>2,500,000</u>	<u>—</u>	<u>50</u>	<u>2,450</u>	<u>—</u>	<u>(6,077)</u>	<u>(3,577)</u>
<b>Opening balance at January 1, 2021</b>		<u>2,500,000</u>	<u>2,500,000</u>	<u>—</u>	<u>50</u>	<u>2,450</u>	<u>—</u>	<u>(6,077)</u>	<u>(3,577)</u>
Conversion of convertible debt	15	—	—	1,111,115	11	11,656	—	—	11,667
Series A — Tranche 1	15	—	—	4,928,613	49	68,951	—	—	69,000
Issuance of non-voting shares	15	—	285,714	—	3	706	—	—	709
Share-based compensation	16	—	—	—	—	—	591	—	591
Total comprehensive loss for the period	17	—	—	—	—	—	—	(28,599)	(28,599)
<b>As at December 31, 2021</b>		<u>2,500,000</u>	<u>2,785,714</u>	<u>6,039,728</u>	<u>113</u>	<u>83,762</u>	<u>591</u>	<u>(34,676)</u>	<u>49,791</u>

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

**CONSOLIDATED STATEMENTS OF CASH FLOWS**

for the years ended December 31, 2021 and 2020  
(in thousands of Euro)

	Note	As of	
		2021	2020
<b>Operating Activities:</b>			
Loss before tax		(28,599)	(5,749)
<i>Non-cash adjustments to reconcile profit before tax to net cash flows:</i>			
Depreciation and amortization	9	14	1
Finance income	10	(9)	—
Finance expense	18-19	2	330
Foreign exchange gain		(1,443)	(24)
Share-based compensation expense	16	1,049	—
<i>Changes in working-capital:</i>			
Changes in prepayments and other receivables		(4,424)	(1,357)
Changes in trade and other payables		8,246	829
<b>Net cash flows used in operating activities</b>		<u>(25,164)</u>	<u>(5,970)</u>
<b>Investing Activities:</b>			
Purchase of equipment	9	(20)	(13)
<b>Net cash flows used in investing activities</b>		<u>(20)</u>	<u>(13)</u>
<b>Financing Activities:</b>			
Proceeds from issuance of shares and capital contributions	15	69,000	—
Proceeds from issuance of borrowings	18	—	11,320
Payments of lease liabilities	19	(10)	—
<b>Net cash flows provided by financing activities</b>		<u>68,990</u>	<u>11,320</u>
Net increase in cash and cash equivalents		43,806	5,337
Foreign exchange differences		1,425	24
Cash and cash equivalents at beginning of period		7,861	2,500
<b>Cash and cash equivalents at end of period, net of overdraft</b>	14	<u><u>53,092</u></u>	<u><u>7,861</u></u>

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

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

### Note 1 — Description of the Business

NewAmsterdam Pharma Holding B.V. and its subsidiaries (together as “**NewAmsterdam Pharma**” or the “**Company**”) is a global biotech company focused on the research and development of transformative therapies for cardio-metabolic diseases. The Company was incorporated in The Netherlands on September 17, 2019. The Company’s principal place of business and registered office is Gooimeer 2-35, 1411 DC Naarden, The Netherlands.

On April 9, 2020, NewAmsterdam Pharma Holding B.V. (previous name NewAmsterdam Pharma B.V.) completed the acquisition of the assets and liabilities of NewAmsterdam Pharma B.V. (previous name Dezima Pharma B.V. (“**Dezima**”)). Dezima was incorporated in The Netherlands on August 31, 2012. On December 4, 2020, NewAmsterdam Pharma B.V. created a wholly owned subsidiary, NewAmsterdam Pharma Corporation (“**Corporation**”). The Corporation was incorporated in the United States under the laws of Delaware.

With effect from October 25, 2021, the name of NewAmsterdam Pharma B.V. was changed to NewAmsterdam Pharma Holding B.V. In addition, the name of Dezima Pharma B.V. was changed to NewAmsterdam Pharma B.V.

The consolidated financial statements were authorized by the Company’s Board of Directors (the “**Board**”) for issuance on August 3, 2022.

The consolidated financial statements are presented in Euro (“**EUR**” or “**€**”). In these notes, Euro amounts are presented in thousands, except for share and per share amounts and as otherwise indicated. The functional currency of the Company is Euro.

### Note 2 — Basis of Preparation of the Consolidated Financial Statements

#### *Basis of Preparation*

These consolidated financial statements have been prepared in accordance with International Financial Reporting Standards (“**IFRS**”) and the interpretations of the IFRS Interpretations Committee (“**IFRS IC**”) as issued by the International Accounting Standards Board (“**IASB**”). The consolidated financial statements have been prepared on a historical cost basis, unless otherwise disclosed.

#### *Basis of Consolidation*

The consolidated financial statements include the financial statements of the Company and entities controlled by the Company (its subsidiaries). Control is achieved when the Company:

- has power over the investee;
- is exposed, or has rights, to variable returns from its involvement with the investee; and
- has the ability to use its power to affect its returns.

The Company reassesses whether or not it controls an investee if facts and circumstances indicate that there are changes to one or more of the three elements of control listed above.

The results of the subsidiaries are included in the consolidated statements of profit or loss and consolidated statements of other comprehensive income from the effective date of acquisition up to the date when control ceases to exist. When necessary, adjustments are made to the financial statements of subsidiaries to bring their accounting policies into line with those used by the Company.

All inter-company transactions and unrealized gains on transactions between the Company and its subsidiaries are eliminated.



### ***Going Concern***

The Company has incurred a net loss since its inception and for all periods presented. Management has assessed it appropriate to prepare these consolidated financial statements on a going concern basis, taking into account the cash and cash equivalents balance of € 53.092 million as at December 31, 2021 and the second tranche of € 80 million capital contribution received in January 2022. See Note 15 for more information regarding the capital structure of the Company. In June 2022, the Company entered into a licensing agreement with A. Menarini International Licensing S.A. (“**Menarini**”), whereby the Company received an upfront payment of € 115.0 million in July 2022 in exchange for allowing Menarini to locally develop, obtain and maintain regulatory approval, and commercialize finished products containing obicetrapib and ezetimibe. The upfront payment is expected to bring sufficient additional funding until the end of 2023. See Note 21 for more information regarding the agreement with Menarini.

In this respect, management has not identified any material uncertainties that may cast a significant doubt about the Company’s ability to continue to adopt the going concern basis of accounting for a period at least twelve months from the date when the consolidated financial statements are authorized for issue.

### **Note 3 — Significant Accounting Policies**

#### ***Significant Accounting Judgments, Estimates and Assumptions***

The preparation of these consolidated financial statements has required management to apply accounting policies and methodologies based on complex and subjective judgments, as well as estimates based on past experience and assumptions determined to be reasonable and realistic based on the related circumstances. The use of these judgements, estimates and assumptions affects the amounts reported in these consolidated financial statements. The final amounts for items for which estimates and assumptions were made in the consolidated financial statements may differ from those reported in these statements due to the uncertainties that characterize the assumptions and conditions on which the estimates are based.

The sources of uncertainty identified by the Company are described together with the applicable Note, as follows:

<u>Significant Accounting Judgment / Source of Estimation Uncertainty</u>	<u>Described in</u>
Research and development expense	Note 4
Share-based payments	Note 16

#### ***Impairment of Property, Plant and Equipment and Intangible Assets***

At each reporting date, the Company reviews the carrying amounts of its property, plant and equipment and intangible assets with a definite life to determine whether there is any indication that those assets have suffered an impairment loss. If any such indication exists, the recoverable amount of the asset is estimated to determine the extent of the impairment loss (if any). Where the asset does not generate cash flows that are independent from other assets, the Company estimates the recoverable amount of the cash-generating unit to which the asset belongs. A cash generating unit is the smallest identifiable group of assets that generates cash inflows that are largely independent of the cash inflows from other assets or groups of assets. When a reasonable and consistent basis of allocation can be identified, corporate assets are also allocated to individual cash-generating units, or otherwise they are allocated to the smallest group of cash-generating units for which a reasonable and consistent allocation basis can be identified.

Intangible assets with an indefinite useful life are tested for impairment at least annually and whenever there is an indication at the end of a reporting period that the asset may be impaired.

Recoverable amount is the higher of fair value less costs of disposal and value in use. In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects

## [Table of Contents](#)

current market assessments of the time value of money and the risks specific to the asset for which the estimates of future cash flows have not been adjusted.

If the recoverable amount of an asset (or cash-generating unit) is estimated to be less than its carrying amount, the carrying amount of the asset (or cash-generating unit) is reduced to its recoverable amount. An impairment loss is recognized immediately in profit or loss.

At the end of each reporting period, the Company determines if there is any indication a previously impaired property, plant and equipment, or intangible asset, excluding goodwill, no longer exists. If indicators are identified, the Company determines if the recoverable amount is greater than its carrying amount. If the recoverable amount is greater than its carrying amount, impairment is reversed. Where an impairment loss subsequently reverses, the carrying amount of the asset (or cash-generating unit) is increased to the revised estimate of its recoverable amount, but so that the increased carrying amount does not exceed the carrying amount that would have been determined had no impairment loss been recognized for the asset (or cash-generating unit) in prior years. A reversal of an impairment loss is recognized immediately in profit or loss to the extent that it eliminates the impairment loss which has been recognized for the asset in prior years.

### ***Segment Reporting***

Operating segments are components of the Company that engage in business activities from which it may incur expenses, for which discrete financial information is available and whose operating results are evaluated regularly by the Company's Chief Operating Decision Maker ("CODM") to make decisions about resources to be allocated to the segment and assess its performance. The activities of NewAmsterdam Pharma Holding B.V. are considered to be one segment which comprises the research, development and subsequent commercialization of innovative and proprietary compounds that have a potential therapeutic effect in cardiovascular disease. The Board is identified as the CODM and reviews the operating results regularly to make decisions about the resources and to assess overall performance of the Company.

### ***New and Amended IFRS Standards that are Effective for the Current Year***

#### **Amendment to IFRS 16 'Leases'**

IFRS 16 replaced IAS 17 *Leases*, the current lease accounting standard, and became effective on January 1, 2019. The new lease standard requires assets leased by the Company to be recognized on the consolidated statement of financial position of the Company with a corresponding liability. Expenses related to leases are reported as depreciation and interest expense in the consolidated statement of profit or loss. In addition, on June 30, 2021 the IASB published Covid-19-Related Rent Concessions (Amendment to IFRS 16) amending the standard to provide lessees with an exemption from assessing whether a COVID-19-related rent concession is a lease modification. The related amendment did not have a material impact on the Company.

### ***New Standards, Interpretations and Amendments Not Yet Adopted by the Company***

At the date of authorization of these financial statements, the Company has not applied the following new and revised IFRS Standards that have been issued but are not yet effective. The amendments to the standards and interpretations presented are not expected to have a material impact on the consolidated financial statements in future periods.

#### **Amendments to IAS 1 — Presentation of Financial Statements — Classification of liabilities as Current and Non-current (Effective January 1, 2023)**

The amendments to IAS 1 affect only the presentation of liabilities as current or non-current in the statement of financial position and not the amount or timing of recognition of any asset, liability, income or expense, or the information disclosed about those items.

## [Table of Contents](#)

The amendments clarify that the classification of liabilities as current or non-current is based on rights that are in existence at the end of the reporting period, specify that classification is unaffected by expectations about whether an entity will exercise its right to defer settlement of a liability, explain that rights are in existence if covenants are complied with at the end of the reporting period, and introduce a definition of ‘settlement’ to make clear that settlement refers to the transfer to the counterparty of cash, equity instruments, other assets or services.

### **Amendments to IFRS 3 — Reference to the Conceptual Framework (Effective January 1, 2022)**

The amendments update IFRS 3 so that it refers to the 2018 Conceptual Framework instead of the 1989 Framework. They also add to IFRS 3 a requirement that, for obligations within the scope of IAS 37, an acquirer applies IAS 37 to determine whether at the acquisition date a present obligation exists as a result of past events. For a levy that would be within the scope of IFRIC 21 Levies, the acquirer applies IFRIC 21 to determine whether the obligating event that gives rise to a liability to pay the levy has occurred by the acquisition date. Finally, the amendments add an explicit statement that an acquirer does not recognize contingent assets acquired in a business combination.

### **Amendments to IAS 16 — Property, Plant and Equipment — Proceeds before Intended Use (Effective January 1, 2022)**

The amendments prohibit deducting from the cost of an item of property, plant and equipment any proceeds from selling items produced before that asset is available for use, i.e. proceeds while bringing the asset to the location and condition necessary for it to be capable of operating in the manner intended by management. Consequently, an entity recognizes such sales proceeds and related costs in profit or loss. The entity measures the cost of those items in accordance with IAS 2 Inventories. The amendments also clarify the meaning of ‘testing whether an asset is functioning properly’. IAS 16 now specifies this as assessing whether the technical and physical performance of the asset is such that it is capable of being used in the production or supply of goods or services, for rental to others, or for administrative purposes. If not presented separately in the statement of comprehensive income, the financial statements shall disclose the amounts of proceeds and cost included in profit or loss that relate to items produced that are not an output of the entity’s ordinary activities, and which line item(s) in the statement of comprehensive income include(s) such proceeds and cost. The amendments are applied retrospectively, but only to items of property, plant and equipment that are brought to the location and condition necessary for them to be capable of operating in the manner intended by management on or after the beginning of the earliest period presented in the financial statements in which the entity first applies the amendments. The entity shall recognize the cumulative effect of initially applying the amendments as an adjustment to the opening balance of retained earnings (or other component of equity, as appropriate) at the beginning of that earliest period presented.

### **Amendments to IAS 37 — Onerous Contracts — Cost of Fulfilling a Contract (Effective January 1, 2022)**

The amendments specify that the ‘cost of fulfilling’ a contract comprises the ‘costs that relate directly to the contract’. Costs that relate directly to a contract consist of both the incremental costs of fulfilling that contract (examples would be direct labor or materials) and an allocation of other costs that relate directly to fulfilling contracts (an example would be the allocation of the depreciation charge for an item of property, plant and equipment used in fulfilling the contract). The amendments apply to contracts for which the entity has not yet fulfilled all its obligations at the beginning of the annual reporting period in which the entity first applies the amendments. Comparatives are not restated. Instead, the entity shall recognize the cumulative effect of initially applying the amendments as an adjustment to the opening balance of retained earnings or other component of equity, as appropriate, at the date of initial application.

### **Amendments to IAS 1 — Presentation of Financial Statements and IFRS Practice Statement 2 — Making Materiality Judgements — Disclosure of Accounting Policies (Effective January 1, 2023)**

The amendments change the requirements in IAS 1 with regard to disclosure of accounting policies. The amendments replace all instances of the term ‘significant accounting policies’ with ‘material accounting policy’.

## [Table of Contents](#)

information'. Accounting policy information is material if, when considered together with other information included in an entity's financial statements, it can reasonably be expected to influence decisions that the primary users of general purpose financial statements make on the basis of those financial statements.

The supporting paragraphs in IAS 1 are also amended to clarify that accounting policy information that relates to immaterial transactions, other events or conditions is immaterial and need not be disclosed. Accounting policy information may be material because of the nature of the related transactions, other events or conditions, even if the amounts are immaterial. However, not all accounting policy information relating to material transactions, other events or conditions is itself material.

The Board has also developed guidance and examples to explain and demonstrate the application of the 'four-step materiality process' described in IFRS Practice Statement 2.

### **Amendments to IAS 8 — Accounting Policies, Changes in Accounting Estimates and Errors — Definition of Accounting Estimates (Effective January 1, 2023)**

The amendments replace the definition of a change in accounting estimates with a definition of accounting

estimates. Under the new definition, accounting estimates are "monetary amounts in financial statements that are subject to measurement uncertainty."

The definition of a change in accounting estimates was deleted. However, the Board retained the concept of changes in accounting estimates in the Standard with the following clarifications:

- A change in accounting estimate that results from new information or new developments is not the correction of an error.
- The effects of a change in an input or a measurement technique used to develop an accounting estimate are changes in accounting estimates if they do not result from the correction of prior period errors.

### **Amendments to IAS 12 — Income Taxes — Deferred Tax related to Assets and Liabilities arising from a Single Transaction (Effective January 1, 2023)**

The amendments introduce a further exception from the initial recognition exemption. Under the amendments, an entity does not apply the initial recognition exemption for transactions that give rise to equal taxable and deductible temporary differences.

Depending on the applicable tax law, equal taxable and deductible temporary differences may arise on initial recognition of an asset and liability in a transaction that is not a business combination and affects neither accounting nor taxable profit. For example, this may arise upon recognition of a lease liability and the corresponding right-of-use asset applying IFRS 16 at the commencement date of a lease.

Following the amendments to IAS 12, an entity is required to recognize the related deferred tax asset and liability, with the recognition of any deferred tax asset being subject to the recoverability criteria in IAS 12.

The amendments apply to transactions that occur on or after the beginning of the earliest comparative period presented. In addition, at the beginning of the earliest comparative period an entity recognizes:

- A deferred tax asset (to the extent that it is probable that taxable profit will be available against which the deductible temporary difference can be utilized) and a deferred tax liability for all deductible and taxable temporary differences associated with:
  - Right-of-use assets and lease liabilities; or

## [Table of Contents](#)

- Decommissioning, restoration and similar liabilities and the corresponding amounts recognized as part of the cost of the related asset.
- The cumulative effect of initially applying the amendments as an adjustment to the opening balance of retained earnings (or other component of equity, as appropriate) at that date.

### *Annual Improvements to IFRS Standards 2018-2020*

#### **Amendments to IFRS 9 — Financial Instruments (Effective January 1, 2022)**

The amendment clarifies that in applying the ‘10 percent’ test to assess whether to derecognize a financial liability, an entity includes only fees paid or received between the entity (the borrower) and the lender, including fees paid or received by either the entity or the lender on the other’s behalf. The amendment is applied prospectively to modifications and exchanges that occur on or after the date the entity first applies the amendment.

#### **Operating Activities of the Company**

##### **Note 4 — Research and Development Expense**

###### *Accounting Policies*

Research and development costs are recognized as an expense when incurred and are typically made up of clinical and preclinical activities, drug development and manufacturing costs, and include costs for clinical research organizations and investigative sites. Costs for certain development activities, such as clinical trials, are recognized based on an evaluation of the progress to completion of specific tasks using data such as information provided by vendors on their actual costs incurred. At each balance sheet date, the Company estimates the level of services performed by the vendors and the associated expenditure incurred for the services performed.

Quantification of the research and development expenses incurred during the period requires judgment, because the progress of activities is not directly observable. In estimating progress toward completion of specific tasks, the Company therefore uses (non-) financial data such as number of patient screenings, patient visits, patient enrollment, clinical site activations and vendor information of actual costs incurred. This data is obtained through reports from outside service providers as to the progress or state of completion of trials or the completion of services and reviewed by Company personnel.

Research and development expense consisted of the following items for the years ended December 31, 2021 and 2020:

	<u>2021</u>	<u>2020</u>
Clinical R&D Costs		
Phase 1 and 2	(6,560)	(1,387)
Phase 3	(4,257)	(27)
Other	(25)	(36)
Total clinical R&D costs	(10,842)	(1,450)
Non-clinical R&D costs	(974)	(41)
Contracted personnel costs	(3,363)	(994)
Chemistry, Manufacturing and Controls (CMC)	(8,338)	(1,236)
Regulatory	(1,452)	(141)
Other R&D costs	(63)	(183)
<b>Total research and development expenses</b>	<b><u>(25,032)</u></b>	<b><u>(4,045)</u></b>

## [Table of Contents](#)

### Note 5 — General and Administrative Expenses

#### *Accounting Policies*

Expenses are recognized on the accrual basis when incurred by the Company.

General and administrative expenses consisted of the following items for the years ended December 31, 2021 and 2020:

	<u>2021</u>	<u>2020</u>
Contracted personnel costs	(1,618)	(265)
Travel costs	(136)	—
Intellectual property	(708)	(498)
Legal costs	(771)	(382)
Licenses	(28)	(6)
Finance and administration	(270)	(151)
IT	(20)	(2)
Rent and office services	(110)	(55)
Marketing and communication	(710)	(11)
Insurance	(187)	(11)
Depreciation and amortization	(14)	(1)
Miscellaneous	(65)	(2)
Business development	(135)	—
Board fees	(31)	—
<b>Total general and administrative expenses</b>	<b><u>(4,803)</u></b>	<b><u>(1,384)</u></b>

### Note 6 — Prepayments and Other Receivables

#### *Accounting Policies*

##### **Prepayments and other receivables**

Prepayments are recognized upon the occurrence of a payment made for an expenditure during one accounting period that will be consumed and incurred in a future period. Prepayments expire and become expenses with the passage of time, use, or events. Value added tax receivable is measured at cost.

##### **Expected credit losses**

An expected credit loss allowance is recognized for all receivables measured at amortized cost. This means that an allowance for doubtful debt is recognized for all receivables even though there may not be objective evidence that the trade or other receivable has been impaired.

The Company applies the IFRS 9 simplified approach to measuring expected credit losses which uses a lifetime expected loss allowance for all other receivables. To measure the expected credit losses, trade receivables have been grouped based on shared credit risk characteristics and the days past due. Trade receivables are written off when there is no reasonable expectation of recovery. Indicators that there is no reasonable expectation of recovery include, amongst others, the failure of a debtor to engage in a repayment plan with the Company, and a failure to make contractual payments for a period of greater than 120 days past due. Impairment losses on trade receivables and contract assets are presented as net impairment losses within operating profit. Subsequent recoveries of amounts previously written off are credited against the same line item.

## [Table of Contents](#)

Prepayments and other receivables consisted of the following items as at December 31, 2021 and 2020:

	<u>2021</u>	<u>2020</u>
Prepayments		
Phase 1 and 2	—	290
Chemistry, Manufacturing and Controls (CMC)	21	902
Non-clinical R&D costs	1,111	30
Clinical other	349	—
General and administrative	11	17
Total prepayments	<u>1,492</u>	<u>1,239</u>
Value added tax receivable	4,290	—
<b>Total prepayments and other receivables</b>	<b><u>5,782</u></b>	<b><u>1,239</u></b>

The value added tax receivable was received 2022.

### **Note 7 — Trade and Other Payables**

Trade and other payables consisted of the following items as of December 31, 2021 and 2020:

	<u>2021</u>	<u>2020</u>
Accounts payable	6,219	396
Accrued expenses	375	762
Value added tax payable	2,774	—
Share-based payment liabilities	458	—
<b>Total trade and other payables</b>	<b><u>9,827</u></b>	<b><u>1,158</u></b>

The share-based payment liabilities are described further in Note 16 for share-based payments.

### **Note 8 — Income Taxes**

#### *Accounting Policies*

##### **Income taxes**

Income tax expense represents the aggregate amount determined on the profit for the period based on current tax and deferred tax.

In cases where the tax relates to items that are charged to other comprehensive income or directly to equity, the tax is also charged respectively to other comprehensive income or directly to equity.

##### **Current tax**

The tax currently payable is based on taxable profit for the year. Taxable profit differs from net profit as reported in profit or loss because it excludes items of income or expense that are taxable or deductible in other years and it further excludes items that are never taxable or deductible. The Company's liability for current tax is calculated using tax rates that have been enacted or substantively enacted by the end of the reporting period.

A provision is recognized for those matters for which the tax determination is uncertain but it is considered probable that there will be a future outflow of funds to a tax authority. The provisions are measured at the best estimate of the amount expected to become payable. The assessment is based on the judgement of tax professionals within the Company supported by previous experience in respect of such activities and in certain cases based on specialist independent tax advice.

## **Deferred taxation**

Deferred tax is the tax expected to be payable or recoverable on differences between the carrying amounts of assets and liabilities in the financial statements and the corresponding tax bases used in the computation of taxable profit, and is accounted for using the liability method. Deferred tax liabilities are generally recognized for all taxable temporary differences and deferred tax assets are recognized to the extent that it is probable that taxable profits will be available against which deductible temporary differences can be utilized. Such assets and liabilities are not recognized if the temporary difference arises from the initial recognition (other than in a business combination) of other assets and liabilities in a transaction that affects neither the taxable profit nor the accounting profit. In addition, a deferred tax liability is not recognized if the temporary difference arises from the initial recognition of goodwill.

Deferred tax liabilities are recognized for taxable temporary differences arising on investments in subsidiaries and associates, and interests in joint ventures, except where the Company is able to control the reversal of the temporary difference and it is probable that the temporary difference will not reverse in the foreseeable future. Deferred tax assets arising from deductible temporary differences associated with such investments and interests are only recognized to the extent that it is probable that there will be sufficient taxable profits against which to utilize the benefits of the temporary differences and they are expected to reverse in the foreseeable future.

The carrying amount of deferred tax assets is reviewed at each reporting date and reduced to the extent that it is no longer probable that sufficient taxable profits will be available to allow all or part of the asset to be recovered.

Deferred tax is calculated at the tax rates that are expected to apply in the period when the liability is settled or the asset is realized based on tax laws and rates that have been enacted or substantively enacted at the reporting date.

The measurement of deferred tax liabilities and assets reflects the tax consequences that would follow from the manner in which the Company expects, at the end of the reporting period, to recover or settle the carrying amount of its assets and liabilities.

Deferred tax assets and liabilities are offset when there is a legally enforceable right to offset current tax assets against current tax liabilities and when they relate to income taxes levied by the same taxation authority and the Company intends to settle its current tax assets and liabilities on a net basis.

Current income tax is the expected tax expense, payable or receivable on taxable income or loss for the period, using tax rates enacted or substantively enacted at reporting date.

The Company has no income tax reported due to losses incurred in both periods presented.

### ***Fiscal Unity in the Netherlands***

With an effective date of January 1, 2021, NewAmsterdam Pharma Holding B.V. formed a fiscal unity with NewAmsterdam Pharma B.V. for corporate income tax purposes. A company and its subsidiaries that are part of the fiscal unity are jointly and severally liable for the tax payable by the fiscal unity.

### ***Effective Tax Rate***

The table below outlines the reconciliation between the maximum statutory tax rate in the Netherlands (15% for the first € 245,000 and 25% thereafter (2020: 16.5% for the first € 200,000 and 25% thereafter)) and the effective



## [Table of Contents](#)

income tax rates for the Company, together with the corresponding amounts, for the years ended December 31, 2021 and 2020:

	<u>2021</u>	<u>2020</u>
Loss before tax	(28,599)	(5,749)
<b>Income tax benefit at statutory tax rate</b>	<b>7,125</b>	<b>1,420</b>
<b>Difference due to the effects of:</b>		
Movement in unrecognized deferred tax assets resulting from carried forward losses	(7,125)	(1,420)
<b>Income tax expense:</b>	<u>—</u>	<u>—</u>
<b>Effective tax rate</b>	<u>0%</u>	<u>0%</u>

### *Deferred Taxes*

#### **Unused tax losses and other credits carried forwards**

The Company recognizes a deferred tax asset for unused tax losses, to the extent that it is probable that the deferred tax asset could be utilized against taxable income within the foreseeable future.

As at December 31, 2021, tax losses can be carried forward indefinitely to offset against future taxable income, with utilization of such losses limited to 50% of taxable income in excess of € 1 million in any respective year. As at December 31, 2021, the Company had assessed losses amounting to € 28,599 thousand (2020: € 6,077 thousand). In addition, the Company assumed carry forward losses from the following tax periods, resulting from the fiscal unity of the Company and NewAmsterdam Pharma B.V. as associated with the acquisition of its assets and liabilities:

<u>Year</u>	<u>Tax loss</u>
2012-2013	7,097
2014	11,303
2015	27,255
2016	86,547
2017	1,340
2018	2,303
2019	3,019
2020	6,077
2021	28,599
	<u>173,540</u>

No deferred tax asset was recognized for these assessed losses as the Company has no products approved for sale, no income from collaboration or partnering agreements, and no sources of income in general.

### **Investing Activities of the Company**

#### **Note 9 — Equipment**

##### *Accounting Policies*

Items of property, plant and equipment are initially recognized at cost. As well as the purchase price, cost includes directly attributable costs and the estimated present value of any future unavoidable costs of dismantling and removing items. The corresponding liability is recognized within provisions. They are subsequently measured at cost less accumulated depreciation and impairment losses.

## [Table of Contents](#)

Depreciation is provided on all items of property, plant and equipment so as to write off their carrying value over their expected useful economic lives or in the case of the right of use asset, over the shorter period of lease term and useful life of the underlying asset. Depreciation is provided at the following rates:

*Right of use asset* — straight line over the shorter period of lease term and useful life of the underlying asset

*Computerequipment* — 20% per annum straight line

	<u>Right of Use Asset</u>	<u>Computer Equipment</u>	<u>Total</u>
<b>(i) Cost or valuation</b>			
At inception	—	—	—
Additions	—	13	13
At December 31, 2020	<u>—</u>	<u>13</u>	<u>13</u>
<b>(ii) Accumulated depreciation and impairment</b>			
At inception	—	—	—
Depreciation	—	1	1
At December 31, 2020	<u>—</u>	<u>1</u>	<u>1</u>
<b>(iii) Net book value</b>			
At inception	—	—	—
At December 31, 2020	<u>—</u>	<u>12</u>	<u>12</u>
	<u>Right of Use Asset</u>	<u>Computer Equipment</u>	<u>Total</u>
<b>(i) Cost or valuation</b>			
At December 31, 2020	—	13	13
Additions	172	20	192
At December 31, 2021	<u>172</u>	<u>33</u>	<u>205</u>
<b>(ii) Accumulated depreciation and impairment</b>			
At December 31, 2020	—	1	1
Depreciation	10	4	14
At December 31, 2021	<u>10</u>	<u>5</u>	<u>15</u>
<b>(iii) Net book value</b>			
At December 31, 2020	—	12	12
At December 31, 2021	<u>162</u>	<u>28</u>	<u>190</u>

The Company leases office premises in Florida. Refer to Note 19 for lease liability details related to the right of use asset.

### Note 10 — Loans Receivable

#### *Accounting Policies*

Loans and receivables are measured at amortized cost using the effective interest method, less any impairment losses. Long-term receivables are discounted to their net present value. Interest receivable is included in financing income.

## Table of Contents

Loans receivable consisted of the following items as at December 31:

	<u>2021</u>	<u>2020</u>
Loan — Michael Davidson	709	—
Accrued finance expense	9	—
<b>Loans and borrowings</b>	<b><u>718</u></b>	<b><u>—</u></b>

On June 28, 2021, the company provided a loan facility of €709 thousand to the CEO, M. Davidson, for the payment of a purchase price related to the issued depository receipts issued by the Stichting Administratiekantoor NewAmsterdam (the “STAK”) to the CEO. The company, the CEO and the STAK entered into a founder depository receipt award agreement. Refer to Note 21 for details surrounding repayment.

A right of first ranking pledge on the depository receipts is provided as security for the fulfilment of M. Davidson’s obligations under the loan agreement and depository receipt award agreement. All the terms and provisions of the loan agreement are full recourse obligations of M. Davidson, who shall be liable to fully repay the loan, together with all accrued interest thereon on the last business day of the loan term. This condition continues to apply in full if, in the event of an Exit, the relevant proceeds have been applied by M. Davidson towards repayment of the loan and this has not been sufficient to fully repay the loan and all accrued interest thereon.

Exit means a Deemed Liquidation Event as defined in the Shareholders Agreement related to the Company dated January 11, 2021. A Deemed Liquidation Event is the voluntary conversion upon the sale, transfer, license or disposition of all or substantial part of Company assets or capital, or upon an Initial Public Offering.

Interest shall accrue on the principal amount of the loan at a rate per annum of 2.75%. The interest shall accrue from day to day and be added to the principal amount of the loan as from the date that the loan is made available up to the last business day of the loan term. Outstanding principal and interest is due on the earlier of the tenth anniversary of the agreement, the Exit Date or the date M. Davidson ceases to provide services to the Company.

### **Note 11 — Asset Acquisition of NewAmsterdam Pharma B.V.**

#### ***Accounting Policies***

On April 9, 2020, the Company entered into a purchase agreement with Saga Investments Coöperatief U.A., an affiliate of Amgen (“Amgen”) (the “2020 SPA”), to acquire all of the outstanding share capital of Dezima, a company whose principal activity is to develop compounds that treat cardiovascular disease related to dyslipidemia. The principal reason for this acquisition was to secure the intellectual property, licensing and know-how of the patented drug Obicetrapib and the in-process research and development (“IPR&D”). The Company paid consideration of € 1 for the IPR&D asset and could potentially make an additional contingent payment depending on future exit events (if they occur) as further described below. In connection with the 2020 SPA, the Company and Amgen entered into a profit right and waiver agreement with Mitsubishi Tanabe Pharma Corporation (“MTPC”) (the “Profit Right Agreement”) in consideration for the waiver of certain rights held by MTPC prior to the Dezima transaction.

The aggregate contingent consideration to be paid to Amgen and MTPC would become payable upon a traditional underwritten public offering or an exit event, as defined in the 2020 SPA, and is calculated as either: 26.5% of the proceeds, or an aggregate value of shares equivalent to 26.5% of the pre-public offering valuation if an initial public offering takes place, if the exit event occurs when the Company has received an amount equal to or less than € 100 million in aggregate cumulative financing; or, 17.63% of the proceeds, or an aggregate number of shares equivalent to 17.63% of the pre-public offering valuation if an IPO takes place as applicable, if the Company received an amount greater than € 100 million. The profit right shall lapse if the IPO share right is

## [Table of Contents](#)

exercised. The IPO share right shall lapse if, as a result of one or more exit events, the profit right is exercised and all of the assets related IPR&D are sold, leased, transferred, licensed, or otherwise disposed of, or there are no remaining shares. Further, upon an IPO, Amgen would also have the right to repurchase all of the outstanding shares of Dezima at a certain specified price. In addition, Amgen and MTPC were granted rights to match certain major corporate transactions (“**Matching Rights**”). The transactions contemplated by the Agreement (as defined below in Note 21) qualify as an exit event pursuant to the 2020 SPA.

The IPR&D asset is initially recognized at cost, which is the consideration paid upon the asset acquisition of NewAmsterdam Pharma B.V. The acquired IPR&D asset is regarded as having an indefinite useful life as there is no foreseeable limit to the period over which the asset is expected to generate future cash flows. The profit right and IPO share right are recognized as contingent consideration and are not included in the carrying amount of the asset at acquisition. Likewise, no liability is currently recognized for the contingent consideration. Probability assessments of the contingent consideration will be continually conducted in future periods to determine if a liability should be recognized at fair value and to be remeasured subsequently through profit or loss.

Contingent consideration in asset acquisitions is measured and recognized when payment becomes probable and a reliable estimate can be made. Subsequent changes in the accrued amount of contingent consideration are measured and recognized at the end of each reporting period and upon settlement as an adjustment to the cost basis of the acquired asset or group of assets, or if related to IPR&D where it is not probable that future economic benefits will not flow to the entity, charged to expense.

Management deems that the events considered in estimating the contingent consideration are uncertain and cannot be reliably estimated. While the occurrence of the events are within the control of the Company, the estimated value of the liability, probability assessments relative to market studies of similar transactions within the pharmaceutical industry, and the likelihood of the occurrence and the timing of the events driving the exercise of the profit right or IPO share right taking place are all currently uncertain. Additionally, the occurrence of such events is within the control of the Company, rather than beyond the Company’s control or under the control of the contractual parties. For these reasons, the Company decided to account for the contingent consideration under the cost accumulation model and not initially recognize a liability. As a result of no currently reliable estimate, such disclosure related to the contingent consideration could materially change in future periods if a reliable estimate is able to be made.

## **Financing Activities of the Company**

### **Note 12 — Financial Risk Management**

The Company’s principal financial liabilities consist of trade and other payables and loans and borrowings. The main purpose of these financial liabilities is to finance the Company’s day-to-day operations. The Company also has prepayments and other receivables, cash and cash equivalents, and loan receivable that is derived from the Company’s operating activities and funding.

The Company is exposed to market risk, credit risk and liquidity risk. The Company’s senior management oversees the management of these risks. The Board reviews and agrees policies for managing each of these risks, which are summarized below.

#### ***Market Risk***

Market risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market prices. Market risk comprises interest rate risk and foreign currency risk.

The sensitivity analyses in the following sections relate to the position as at December 31, 2021 and 2020.

## [Table of Contents](#)

### Interest rate risk

The only variable interest-bearing financial instruments are cash and cash equivalents. Changes in interest rates may cause variations in interest income and expense resulting from short-term interest-bearing assets. Management does not expect the short-term interest rates to decrease significantly in the immediate foreseeable future, which limits the interest exposure on our cash and cash equivalents and current financial assets. Currently the interest rate exposure is not hedged.

### Interest rate sensitivity

The following table demonstrates the sensitivity to a reasonably possible change in interest rates on that portion of financial assets affected. With all other variables held constant, the Company's profit before tax/ Equity is affected through the impact on floating rate borrowings, as follows:

	<u>Increase / (Decrease) in Basis Points</u>	<u>Increase / (Decrease) in Profit Before Tax/Equity</u>
<b>2020</b>		
Euro	45	(32)
Euro	(45)	32
<b>2021</b>		
Euro	100	(380)
Euro	(100)	380
US dollar	100	(150)
US dollar	(100)	150

### Foreign currency risk

Foreign currency risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in foreign exchange rates. The Company's exposure to the risk of changes in foreign exchange rates relates primarily to cash and cash equivalents, and trade and other payables denominated in currencies other than the functional currency of the Company. As at December 31, 2021, the Company's net exposure to foreign currency risk was € 15,914 million (2020: € 691 thousand).

The Company partly manages its foreign currency risk by selectively holding foreign currency in its cash and cash equivalents, to offset foreign currency exposures from lease liabilities and trade and other payables. The Company plans to use these cash and cash equivalents to settle future expenses it expects to incur in those foreign currencies.

### Foreign currency sensitivity

The Company is mainly exposed to the currency of United States Dollar, British Pound Sterling, Canadian Dollar and Japanese Yen.

The following table demonstrates the sensitivity to a possible change in exchange rates against the Euro with all other variables held constant. Additional sensitivity changes to the indicated currencies are expected to be approximately proportionate. The table shows the effect on the Company's profit before tax (due to changes in

## Table of Contents

the value of monetary assets and liabilities and equity). The Company's exposure to foreign currency changes for all other currencies is not material. There is no impact to other comprehensive income or equity.

	Effect on profit / (loss) before tax	
	10% depreciation	10% appreciation
Change in foreign exchange rate against Euro		
<b>2020</b>		
British pound sterling	(50)	61
United States dollar	(14)	14
<b>2021</b>		
British pound sterling	(9)	15
Canadian dollar	—	1
Japanese yen	(1)	1
United States dollar	(1,360)	1,843

### ***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 Company is exposed to credit risk primarily from its treasury activities, including deposits with banks and financial institutions and has limited credit risk exposure from its operating activities. The Company holds available cash in bank accounts with banks which have investment grade credit ratings. Management periodically reviews the creditworthiness of the banks with which it holds assets.

The Company provided a loan to the Chief Executive Officer which bears interest and is secured. Refer to Note 21 for details surrounding repayment.

The Company performs research and development activities and does not yet have any sales. Therefore, the Company is able to reclaim Value Added Tax ("VAT") which is recoverable from tax authorities. Management periodically reviews the recoverability of the balance of input value added tax and believes it is fully recoverable.

The Company's maximum exposure to credit risk for the components of the consolidated statement of financial position at December 31, 2021 and 2020, is the carrying amount as illustrated in Note 6 (excluding prepayments) and Note 7.

### ***Liquidity Risk***

The Company monitors its risk to a shortage of funds using forecasting planning tools. The Company's objective is to maintain a sufficient level of funding in order to continue its research and development activities, capital obligations, and loans and borrowings. The Company manages liquidity risk by maintaining adequate reserves, banking facilities and reserve borrowing facilities, by continuously monitoring forecast and actual cash flows, and by matching the maturity profiles of financial assets and liabilities. The Company believes that it has sufficient access to equity funding in the current reporting period (see Note 15).

## [Table of Contents](#)

### **Maturity profile**

The table below summarizes the maturity profile of the Company's financial liabilities based on contractual undiscounted payments. Amounts disclosed are based on spot rates at the reporting date. Payments related to foreign currency are included at the exchange rates applicable as at December 31, 2021 and 2020.

	<u>On demand</u>	<u>Less than 3 months</u>	<u>3 - 12 months</u>	<u>More than 1 year</u>	<u>Total</u>
<b>At December 31, 2020</b>					
Trade and other payables	—	1,152	6	—	1,158
Loans and borrowings	—	11,650	—	—	11,650
<b>Total financial liabilities</b>	<u>—</u>	<u>12,802</u>	<u>6</u>	<u>—</u>	<u>12,808</u>
<b>At December 31, 2021</b>					
Trade and other payables	—	5,715	880	—	6,595
Value added tax payable	—	2,774	—	—	2,774
Share-based payment liabilities	458	—	—	—	458
Lease liability	—	13	40	111	164
Loans and borrowings	—	—	—	—	—
<b>Total financial liabilities</b>	<u>458</u>	<u>8,503</u>	<u>920</u>	<u>111</u>	<u>9,991</u>

Based on our current operating plan, the Company believes that the existing cash and cash equivalents will be sufficient to fund our anticipated level of operations into the fourth quarter of 2023.

### **Capital Management**

For the purpose of the Company's capital management, capital includes issued capital, preference shares, share premium contribution and all other equity reserves attributable to the equity holders of the Company. The primary objective of the Company's capital management is to ensure that it will be able to continue as a going concern. The current cash on hand and the anticipated research activities are the most important parameters in assessing the capital structure.

### **Note 13 — Financial Assets and Liabilities Fair Value**

The Company's financial assets consist of loan receivable, and cash and cash equivalents. Financial liabilities consist of trade and other payables, loans and borrowings and lease liability. The carrying amount of cash and cash equivalents, trade and other payables approximate their fair value due to their short term nature.

### **Note 14 — Cash and Cash Equivalents**

#### **Accounting policies**

Cash and cash equivalents comprise cash and short-term bank deposits with an original maturity of three months or less, net of outstanding bank overdrafts. The carrying amount of these assets is approximately equal to their fair value. Cash and cash equivalents at the end of the reporting period as shown in the consolidated statement of cash flows can be reconciled to the related items in the consolidated reporting position as shown below.

Cash and cash equivalents consisted of the following items as at December 31:

	<u>2021</u>	<u>2020</u>
Cash and cash equivalents at banks	53,092	7,861
<b>Cash and cash equivalents</b>	<u>53,092</u>	<u>7,861</u>

## [Table of Contents](#)

The cash at banks is at full disposal of the Company.

### Note 15 — Issued Capital and Reserves

#### *Accounting policies*

#### Equity and reserves

No gain or loss is recognized in profit or loss on the purchase, sale, issue or cancellation of the Company's own equity instruments. Any difference between the carrying amount and the consideration, if reissued, is recognized in share premium.

#### Equity instruments

An equity instrument is any contract that evidences a residual interest in the assets of an entity after deducting all of its liabilities. Equity instruments issued by the Company are recognized at the proceeds received, net of direct issue costs.

The following table details the number of shares of the Company as at December 31:

	Voting ordinary shares	Non-voting ordinary shares	Series A preferred shares	Total
<b>Nominal value</b>	<b>0.01</b>	<b>0.01</b>	<b>0.01</b>	
<b>Shares issued</b>				
Opening balance as at January 1, 2020	2,500,000	—	—	2,500,000
Issuance of non-voting shares	—	2,500,000	—	2,500,000
<b>Issued shares as at December 31, 2020</b>	<b>2,500,000</b>	<b>2,500,000</b>	<b>—</b>	<b>5,000,000</b>
Opening balance as at January 1, 2021	2,500,000	2,500,000	—	5,000,000
Convertible loan	—	—	1,111,115	1,111,115
Series A — Tranche I	—	—	4,928,613	4,928,613
Issuance of non-voting shares	—	285,714	—	285,714
<b>Issued shares as at December 31, 2021</b>	<b>2,500,000</b>	<b>2,785,714</b>	<b>6,039,778</b>	<b>11,325,442</b>

#### Rights associated to the classes of shares issued by the Company

The Company has both ordinary shares and non-voting ordinary shares which represent the residual interest in the Company. A non-voting ordinary share is an ordinary share in the Company without voting rights.

#### Series A preferred shares

Series A Preferred Shares carry the same voting rights as ordinary shares. Furthermore, Series A Preferred Shares have a liquidation preference over ordinary shares of the Company. Meaning that in case of a liquidity event, the Series A Preferred Shares shareholders will receive the preference share capital and share premium paid in by the shareholder, increased by any declared but unpaid preference dividends. Any remaining proceeds following the liquidation preference shall be distributed equally among all classes of preference shares and the ordinary shares on equal terms. The Series A Preferred Shares are convertible to ordinary shares on a one-to-one ratio at the option of the holder.



## Table of Contents

The following table details the total share capital and share premium of the Company as at December 31, 2021 and 2020:

<i>(In Euro)</i>	Voting ordinary shares	Non-Voting ordinary shares	Series A Preferred shares	Share premium	Share capital
<b>Opening balance as at January 1, 2020</b>	<b>25,000</b>	—	—	<b>2,475,000</b>	<b>2,500,000</b>
Issuance of non-voting shares      Apr 2020	—	25,000	—	(25,000)	—
<b>As at December 31, 2020</b>	<b>25,000</b>	<b>25,000</b>	—	<b>2,450,000</b>	<b>2,500,000</b>
<b>As presented in the statement of financial position (in thousands of Euro)</b>	<b>25</b>	<b>25</b>	—	<b>2,450</b>	<b>2,500</b>
<b>Opening balance as at January 1, 2021</b>	<b>25,000</b>	<b>25,000</b>	—	<b>2,450,000</b>	<b>2,500,000</b>
Conversion of convertible debt      Jan 2021	—	—	11,111	11,656,036	11,667,147
Series A — Tranche I      Jan 2021	—	—	49,286	68,950,716	69,000,002
Issuance of non-voting shares      Jul 2021	—	2,857	—	705,714	708,571
<b>As at December 31, 2021</b>	<b>25,000</b>	<b>27,857</b>	<b>60,397</b>	<b>83,762,466</b>	<b>83,875,720</b>
<b>As presented in the statement of financial position (in thousands of Euro)</b>	<b>25</b>	<b>28</b>	<b>60</b>	<b>83,763</b>	<b>83,876</b>

### Closing of Series A Preferred Shares — Tranche I and convertible loan

On January 7, 2021, the Company closed a funding round to raise up to € 160 million in equity financing, set to occur in two tranches. The first tranche of € 69 million occurred upon an initial closing on January 7, 2021 for the issue of 4,928,571 Series A preferred shares on the same date. In accordance with the terms of the Convertible Loan Agreement (as defined and described further in Note 18), € 11.7 million in outstanding principal and unpaid interest was converted on the same date of the first tranche into 1,111,155 Series A preferred shares. The second tranche is described in the events after the reporting period (Note 21).

### Share-based payments — issuance of non-voting shares

In conjunction with the acquisition of NewAmsterdam Pharma B.V. on April 9, 2020, the Company offered a share-based scheme to former shareholders of NewAmsterdam Pharma B.V. through the STAK which owns the non-voting shares in the Company. The issuance of non-voting shares was recognized in the Company's share premium reserve. In accordance with the terms of the arrangement, former shareholders of NewAmsterdam Pharma B.V. were granted and distributed Depository Receipts on April 9, 2020, as issued by the STAK, in exchange for the shareholders of NewAmsterdam Pharma B.V. waiving any claims against the Company or NewAmsterdam Pharma B.V. which existed in certain agreements that the Company had assumed upon the acquisition of NewAmsterdam Pharma B.V.

On July 13, 2021, the Company issued 285,714 non-voting ordinary shares with an issue price of € 708,571 to the STAK.

A Depository Receipt, issued by the STAK, has the same economic rights as an ordinary share in the Company and has no voting rights. The Depository Receipts were issued at the nominal value of € 0,01 (one-Euro cent) per Depository Receipt. The fair value of the Depository Receipts has been determined using an implied value approach with reference to the voting ordinary shares.

## Note 16 — Share-Based Payments

### *Accounting policies*

The Company operates equity-settled share-based payment arrangements, under which the Company and its subsidiaries receive services from directors, employees and others providing similar services as consideration for equity instruments of the Company.

The Company determines the fair value of the share-based payment awards at the grant date, including the impact of any market conditions and non-vesting conditions, and recognizes an expense for the services received over the service period, with a corresponding increase in equity. For awards with graded-vesting features, each instalment of the award is treated as a separate grant, which means that each instalment is separately expensed over the related vesting period. At the end of each reporting period, service conditions and non-market vesting conditions are taken into account when estimating the number of awards that will ultimately vest.

For options granted under the Company's long term incentive plan ("**LTIP**"), the total amount to be expensed for services received is determined by reference to the grant date fair value of the options granted as determined using an option valuation model. For indirect share investments, the Company analyses at each grant date whether the purchase price paid by a participant is in line with the market price of the underlying shares. If a positive difference exists between (i) the actual market value of the shares as determined at the grant date and (ii) the purchase price paid, this results in a fair value to be reported as a share-based payment expense.

### *Long Term Incentive Plan*

In July 2021, the Company introduced a long-term incentive plan for employees, officers, and other service providers who qualify as eligible participants (any director, employee, or consultant). Under this equity-settled plan, the Company grants options on Depositary Receipts ("**DRs**") relating to non-voting ordinary shares and options on non-voting ordinary shares. On July 8, 2021, the Company granted 262,857 Pre-Series A options, 887,116 First Tranche Options, and 814,312 Second Tranche Options. All options are issued with the same terms as outlined below with the exception of the Second Tranche Options which have additional non-market vesting conditions.

### *Term*

In general, each option under the plan has a four-year vesting period with 25% vesting after one year and the remaining 75% vesting in equal instalments over the next following three years. Additionally, the contractual term is 10 years from grant date.

In the case of a participant who voluntarily leaves and therefore ceases to be an eligible participant ("**Good Leaver**"), all unvested options will lapse and all vested options that have not yet been exercised or settled must be exercised or settled within 3 months after the Participant became a Good Leaver.

### *Second-Tranche Vesting Conditions*

The Second Tranche Options are subject to the following two vesting conditions:

- the Milestone Closing (i.e. the closing of the second tranche of the Series A financing round) having occurred, provided that the Milestone Closing occurs prior to June 1, 2022; and
- the Participant's employment, management, or advisory agreement having continued uninterrupted through the date of the Milestone Closing.

If the Milestone Closing does not occur prior to June 1, 2022, the Second Tranche Options will automatically lapse without any consideration becoming due.

## [Table of Contents](#)

The milestones which are non-market performance conditions can be described as follows:

- no material adverse change has occurred as determined in good faith by the Board with a simple majority, including the investor director majority;
- the representations and warranties set out in the share subscription agreement are true and accurate in all respects on the date of the Milestone Closing subject to an updated disclosure schedule per the date of the Milestone Closing; and
- the satisfaction of each of the following milestones, as determined in good faith by the Board with a simple majority, including the investor director majority, on or prior to the second anniversary of the first closing:
  - at least 50% LDL lowering in the ezetimibe/obicitrapib combination trial (the “**LDL Milestone**”);
  - verbal or written confirmation by the U.S. Food and Drug Administration that no CVOT trial is required for U.S. approval following the end of the Phase 2 meeting (the “**FDA Milestone**”); and
  - hiring of a fulltime chief business officer with the unanimous consent of the Board, which consent will not be unreasonable be delayed or withheld (the “**CBO Milestone**”).

As of December 31, 2021, the Company satisfied only the LDL Milestone and CBO Milestone. However, in accordance with the clause set out in share subscription agreement, if the LDL Milestone and the CBO Milestone are satisfied, but the FDA Milestone is not, the parties shall proceed with the Milestone Closing. See Note 21 for more information on the closing of the Series A financing round. The Second Tranche Options are considered vested based on the current status of vesting conditions described above.

### *Liquidity Event or IPO*

Upon the occurrence of a liquidity event, the Board may decide that all or part of the unvested awards shall immediately vest and, where relevant, settled in full. All other unvested awards shall be cancelled automatically without compensation for the loss of such awards.

Upon the occurrence of an IPO, the Board may, upon proposal of the remuneration committee, decide that all or part of the unvested awards shall immediately vest and, where relevant, settled in full. Since immediate vesting of unvested awards in such a liquidity event or IPO situation requires a Board decision, accelerated vesting will be taken into account if and when the Board decides so.

### *Movements of Options During the Year*

The changes in the number of options outstanding and their related weighted average exercise prices are as follows:

	<u>Weighted average exercise price</u>	<u>2021 Number of options</u>
<b>Outstanding as at January 1</b>	—	—
Granted during the year	2.48	1,964,286
Forfeited during the year	—	—
<b>Outstanding as at December 31</b>	<b>2.48</b>	<b>1,964,286</b>

## Table of Contents

As at December 31, 2021, none of the outstanding options are exercisable. The options granted during the year have an exercise price of € 2.48 per option, and will expire on July 6, 2031. The options outstanding as of December 31, 2021 have a remaining contractual life of 9.5 years.

		<u>2021</u>
<b>Expiry date</b>	<b>Exercise price</b>	<b>Number of options</b>
July 6, 2031	2.48	1,964,286
Forfeited during the year	—	—
<b>Outstanding as at December 31</b>	<b>2.48</b>	<b>1,964,286</b>

### *Fair Value of Options Granted*

The Black Scholes option pricing formula has been applied for measuring the fair value of the options granted in 2021. The assumptions used to determine the fair value of the options represent management's best estimates. These estimates involve inherent uncertainties and the application of management's judgment, specifically as it relates to share value, volatility and expected life. The weighted average fair values and the inputs (ranges) used in the measurement of the fair values of these equity-settled options at the date of grant are summarized below:

	<u>2021</u>
Share value (EUR)	2.48
Option exercise price (EUR)	2.48
Volatility (%)	42% - 44%
Expected life (years)	5.0 - 6.9
Dividend yield	0%
Risk-free rate	(0.62%) - (0.58%)
Fair value per option (EUR)	0.91 - 0.98

The expected option life is based on management's best estimate of when the options will be exercised. Expected volatility is estimated by considering historical average share price volatility of a group of comparable companies over a period before the grant date being equal to the expected option life. The expected dividend rate is zero as the Company currently has no history or expectation of declaring dividends on its ordinary shares. The risk-free interest rate is estimated based on the continuous yield on triple A-rated, zero coupon government bonds in the Eurozone with a term to maturity comparable to the (remaining) expected option life.

The fair value of the underlying ordinary shares (the share value above) is estimated by the Company in the absence of a public market for the Company's equity instruments. The Company relied on an option pricing method ("OPM") to determine fair value of the ordinary shares. The OPM allocates the overall equity value to the various share classes based on differences in liquidation preferences and participation rights. After the value of the ordinary shares is determined, a discount for lack of marketability ("DLOM") of 15% is applied to arrive at fair value of the underlying ordinary shares. A DLOM is applied in order to reflect the lack of a recognized market for a privately held interest and the fact that equity interest may not be readily transferrable. A market participant purchasing this equity instrument would recognize this illiquidity associated with the equity instrument which would reduce the overall fair market value.

### *Share-Based Payment Expenses Recognized for Options Granted*

The fair value of the options is expensed over the relevant vesting periods using the graded vesting method, based on management's estimate of the number of options that will eventually vest. In 2021, the total share-based payment expense recognized for the equity-settled options amounted to € 1,049 million (2020: € 0). This includes share-based payment expense recognized in connection with the vesting of the Second Tranche Options subject to vesting conditions that are considered vested based on the current status of vesting conditions.

## [Table of Contents](#)

In addition, the Company recognized € 43 thousand as expenses for the employer social security contributions expected to be payable related to these options. The corresponding liability as of December 31, 2021 amounts to € 43 thousand.

### **Share Investment Plan**

As discussed in Note 15, the Company offers a share-based scheme to former shareholders of NewAmsterdam Pharma B.V. through STAK, a trust which owns non-voting shares in the Company. In July 2021, the Company entered into an arrangement and issued 285,714 non-voting ordinary shares to STAK at an aggregate issue price of EUR 708,571 for which Depository Receipts (“**Founder DRs**”) were agreed to be issued by STAK to the CEO, M. Davidson (the “**Subscriber**”), under the LTIP. The vesting and contractual terms for this transaction align with other DRs issued under the LTIP that have been previously disclosed, except as noted below.

The Company provided a loan facility to the Subscriber to pay the purchase price of the Founder DRs subject to the terms and conditions of the loan agreement. This loan is recorded as a loan receivable as it is a full recourse loan. Refer to Note 10 for related discussion and Note 21 for a description of the settlement of the loan.

The Company does not have an obligation to repurchase any vested Founder DRs or otherwise settle vested DRs in cash or repurchase any vested DRs. This element of the Founder DR award is therefore accounted for as an equity-settled share-based payment transaction. As a result, the Company analyses at each grant date whether the purchase price paid by a participant is in line with the market price of the underlying shares. If a positive difference exists between (i) the actual market value of the shares as determined at the grant date and (ii) the purchase price paid, this results in a grant date fair value to be reported as a share-based payment expense, with a corresponding increase in equity.

The Subscriber paid the fair market value of the underlying ordinary shares in the Company at the grant date, each € 2.48 per option. Accordingly, the total fair value of these equity-settled share-based payment awards amounts to nil and there will be no expenses recognized in the income statement related to these investments.

In connection with the award arrangement, if the Subscriber leaves the Company, all unvested Founder DRs will be cancelled automatically, with simultaneous cancellation of the underlying shares, and against payment by the Company to the participant of the lower of the (i) the purchase price paid for such Founder DRs and (ii) the fair market value. As the Founder DRs are delivered immediately on receipt for consideration paid by the Subscriber but remain subject to ongoing vesting conditions, to reflect the consideration payable for the Founder DRs and the potential that the Founder DRs and the potential that the Founder DRs could be repurchased, the Company has recognized the consideration as a financial liability until the Founder DRs have vested, at which time it will be reclassified to equity provided that the Subscriber remains with the Company. This liability is measured at the lower of the price paid for the DRs and their current fair market value. The liability as of the December 31, 2021 amounts to € 457,619.

The movements in the number of Founder DRs outstanding are as follows:

	<u>2021</u>
	<u>Number of options</u>
<b>Outstanding as at January 1</b>	—
Granted /purchased during the year	285,714
Forfeited during the year	—
<b>Outstanding as at December 31</b>	<b><u>285,714</u></b>

The absence of a public market for the Company’s equity instruments requires the Company to estimate the fair value of equity instruments as of each grant date. For further details about the approach applied, please refer to disclosures above regarding how the share value was determined for the purpose of determining the fair value of the options granted under the LTIP.

**Note 17 — Loss per Share**

Loss per share for the period presented has been determined by dividing the loss attributable to shareholders by the weighted average number of shares outstanding during the period. Non-voting ordinary shares and voting ordinary shares are considered to be the same class of equity for purposes of determining the loss attributable per shareholder class per share.

The following table sets forth the computation of basic and diluted loss per share for the year ended December 31, 2021 and 2020:

<i>(In thousands of Euro, except share and per share amounts)</i>	<u>2021</u>	<u>2020</u>
Loss for the period	(28,599)	(5,749)
Weighted average number of ordinary shares	11,325,442	5,000,000
Basic and diluted loss per share	(2.53)	(1.15)

At December 31, 2021 and 2020, outstanding share-based awards (see Note 16) and options from the convertible debt (see Note 17) were excluded from the calculation because their impact would be anti-dilutive. The total number of potential ordinary shares excluded amounted to 1,964,286 (2020: 1,111,115).

**Note 18 — Loans and Borrowings*****Accounting policies***

Loans and borrowings are initially recognized at fair value net of any transaction costs directly attributable to the issue of the instrument. Such interest-bearing liabilities are subsequently measured at amortized cost using the effective interest rate method, which ensures that any finance expense over the period to repayment is at a constant rate on the balance of the liability carried in the consolidated statement of financial position until extinguished on conversion or maturity of the debt. For the purposes of this financial liability, financing expense includes any interest or coupon payable while the liability is outstanding.

**Classification as debt or equity**

Debt and equity instruments are classified as either financial liabilities or as equity in accordance with the substance of the contractual arrangements and the definitions of a financial liability and an equity instrument.

**Derecognition of financial liabilities**

The Company derecognizes financial liabilities when, and only when, the Company's obligations are discharged, cancelled or have expired. The difference between the carrying amount of the financial liability derecognized and the consideration paid and payable is recognized in profit or loss.

Loans and borrowings consisted of the following items as at December 31, 2021 and 2020:

<i>(In thousands of Euro)</i>	<u>2021</u>	<u>2020</u>
Convertible debt	—	11,320
Accrued finance expense on convertible debt	—	330
<b>Loans and borrowings</b>	<u>—</u>	<u>11,650</u>

***Convertible debt***

On July 2, 2020, the Company, as borrower, entered into an unsecured convertible loan agreement (the “**Convertible Loan Agreement**”) which granted the Company up to € 17 million, available over three tranches

## [Table of Contents](#)

of € 5.66 million, € 5.66 million and € 5.68 million, respectively, as sourced from three lenders as described in Note 20.

<i>(In thousands of Euro)</i>	<u>2020</u>
<b>Opening balance at inception</b>	
First tranche provided July 2, 2020	5,660
Second tranche provided October 12, 2020	5,660
<b>Total convertible debt proceeds</b>	<u><u>11,320</u></u>
	<u>2021</u>
<b>Opening balance at January 1, 2021</b>	11,320
Debt converted to equity	(11,320)
<b>Total convertible debt proceeds</b>	<u><u>—</u></u>

Interest on the convertible debt is non-compounding and fixed at 8% per annum. Outstanding principal and unpaid interest is due March 15, 2021, or each lender's relative portion of outstanding principal and unpaid interest is converted based upon one of the following events that occur prior to maturity:

- (1) Mandatory conversion upon equity investment in the Company exceeding € 85 million (“**Qualified Financing**”) into the class of shares issued under the Qualified Financing equal to outstanding principal and interest divided by 75% of the Qualified Financing share price;
- (2) Voluntary conversion upon equity investment in the Company other than a Qualified Financing (“**Non-Qualified Financing**”) into the class of shares issued under the Non-Qualified Financing equal to outstanding principal and interest divided by a maximum of 75% of the Non-Qualified Financing share price; or
- (3) Liquidation event into shares of a newly created class, entitling the lenders of convertible debt to proceeds from the liquidation event equal to four times the amount paid by the lenders on such shares and such share class having preference to any proceeds payable on classes of shares existing prior to the liquidation event.

On January 7, 2021, € 11.7 million of the outstanding principal and unpaid interest under the Convertible Loan Agreement was converted into 1,111,155 Series A preferred shares in connection with the Series A financing round described in Note 15.

As the conversion feature results in the conversion of a fixed amount of stated outstanding principal and interest into a variable number of shares, it fails the ‘fixed for fixed’ criterion and therefore is classified as a liability instrument with a bifurcated embedded derivative. However, as at inception and at December 31, 2020 the value of the conversion options was zero.

### **Note 19 — Lease Liability**

#### *Accounting policies*

##### *Leased assets*

Leased assets are capitalized at the commencement date of the lease and comprise the initial amount, initial direct costs incurred when entering into the lease less any lease incentives. An impairment is undertaken for any right of use lease assets that shows indicators of impairment and an impairment less is recognized against any right of use lease assets that is impaired.

##### *Leased liabilities*

The lease liability is measured at the present value of the fixed and variable lease payments net of cash lease incentives that are not paid at the balance date. Lease payments are apportioned between the finance charges and

## [Table of Contents](#)

reduction of the lease liability using the incremental borrowing rate implicit in the lease to achieve a constant rate of interest on the remaining balance of the liability. Lease payments for buildings exclude services fees for cleaning and other costs. Lease modifications are accounted for as a new lease with an effective date of the modification.

	<u>2021</u>
<b>Opening balance at January 1, 2021</b>	<u>—</u>
Additions	172
Repayment	(10)
Interest	2
<b>Total lease liability</b>	<u><u>164</u></u>
<b>Current</b>	
Lease liabilities	53
<b>Non-current</b>	
Lease liabilities	111

With effective date May 29, 2021, the Company leased office premises in Florida. Refer to Note 9 for right of use lease asset details related to the finance lease liability.

### *Additional Information*

#### **Note 20 — Related Parties**

As at December 31, 2021 and 2020, the ultimate controlling party of the Company was Forbion Capital Fund II Coöperatief U.A.

The following table provides the total amount of transactions that have been entered into with related parties for the relevant financial year ended December 31, 2021 and 2020.

	<u>Related party relationship</u>	<u>Type of transaction</u>	<u>Purchases from</u>	<u>Amounts owed to</u>	<u>Amounts owed by</u>
<b>2021</b>					
FCPM III Services B.V. (“ <b>Forbion III</b> ”)	Common control	Rent and office services	20	21	
Mr. M.H. Davidson	Exec. director & shareholder	Receivables	—	—	718**
<b>2020</b>					
FCPM III Services B.V. (“ <b>Forbion III</b> ”)	Common control	Rent and office services	28	3	—
Forbion Capital Partners	Common control	Due diligence and travel	3	—	—
Forbion Capital Fund II Coöperatief U.A. (“ <b>Forbion II</b> ”)	Shareholder	Borrowings	—	10,291*	—
Forbion Capital Fund IV Coöperatief U.A. (“ <b>Forbion IV</b> ”)	Common control	Borrowings	—	679*	—
Mr. M.H. Davidson	Exec. director & shareholder	Borrowings	—	679*	—

\* Amounts owed to these related parties comprise of outstanding principal and unpaid interest, with further details given in Note 18 which reflects the total of convertible debt due to these three related parties.

\*\* Amounts receivable from these related parties comprise of outstanding principal and unpaid interest, with further details given in Note 10 which reflects the total loan receivable.



## Table of Contents

The Company signed a services agreement with Forbion III where the Company could utilize office space and other facilities at the premises of Forbion III. The Services agreement is effective beginning March 2020 and continues for an indefinite period of time. As the lease grants each party the unilateral right to terminate the lease on giving 30 days' notice to the other party, for any reason and with no significant penalty, management concluded that the agreement did not contain a lease component and the full amount was expensed as General and Administration expenses during 2021 and 2020.

### **Terms and conditions of transactions with related parties**

Transactions with related parties are made on terms equivalent to those that prevail in arm's length transactions. Outstanding balances at the year-end are unsecured and interest free and settlement generally occurs in cash. There have been no guarantees provided or received for any related party receivables or payables.

### **Compensation to Directors and Senior Managers of the Company**

The Company's compensation includes base salary, as well as short and long-term incentive schemes.

Key Management Personnel ("KMPs") are those persons having authority and responsibility for planning, directing and controlling the activities of the Company, including the directors of the company. KMP include the Chief Executive Officer, Chief Financial Officer, Chief Science Officer and Vice President of Research and Development. The following table sets forth the total compensation paid to KMPs during the period:

	2021	2020
Short-term employee benefits	1,478,641	1,302,886
Share-based payments	740,325	—
<b>Total compensation paid to key management personnel</b>	<b>2,218,966</b>	<b>1,302,886</b>

Certain non-executive directors of the Company serve as representatives of the Company's shareholders and as such have of received remuneration from the Company during the period € 26 thousand (2020: € 0).

### **Note 21 — Events After the Reporting Period**

The Company evaluated subsequent events for recognition or disclosure through August 3, 2022, the date these consolidated financial statements were authorized for issuance by the Board.

### **Closing of Series A financing round**

On January 7, 2021, the Company closed a funding round to raise up to € 160 million in equity financing, set to occur in two tranches. The first tranche of € 69 million closed on January 7, 2021 upon the issue of 4,928,571 Series A preferred shares. The second tranche of € 80 million for 5,691,430 Series A preferred shares was subject to the attainment of certain milestone tranche conditions, namely: the LDL Milestone; the FDA Milestone; and the CBO Milestone. As the LDL Milestone and the CBO Milestone were satisfied as of December 31, 2021, the second tranche conditions were considered to be met. The Company received the second tranche financing on February 17, 2022. Because the FDA condition was not satisfied, the Company was obligated to seek additional financing under different scenarios at the discretion of the Company pursuant to the terms of the agreement. The execution of the Menarini Agreement (as defined below) satisfied this requirement as subsequently described in this Note below.

### **Menarini License Agreement**

In June 2022, the Company entered into a license agreement with A. Menarini International Licensing S.A. (“**Menarini**”) to allow Menarini to locally develop, obtain and maintain regulatory approval, and commercialize finished products containing obicetrapib and ezetimibe. Under the license agreement (the “**Menarini Agreement**”), the Company granted Menarini an exclusive, sub-licensable license in the European Economic Area, United Kingdom and Switzerland (collectively, the “**Menarini Territory**”) to certain of its patents and know-how, in addition to product trademarks, for the local development and commercialization of compounds by Menarini associated with obicetrapib and ezetimibe (“**Licensed Products**”), along with other customary licenses between the parties.

Menarini is obligated to pay a non-refundable, non-creditable, upfront amount of € 115.0 million to the Company, which was received in July 2022. Thereafter, in partial contribution to the Company’s costs of development of the Licensed Products, Menarini will pay the Company € 27.5 million, payable in two equal annual installments. The Company will be responsible for the development and commercialization costs related to Licensed Products, excluding local development, regulatory and commercialization costs incurred by Menarini in the Menarini Territory. In addition, the Company and Menarini agree to each bear 50 percent of certain development costs incurred by the other party as specified in the Menarini Agreement.

The Menarini Agreement provides for certain milestone payments from Menarini to the Company upon the achievement of specified development, regulatory and commercial milestones. More specifically, the Company is eligible to receive up to € 863 million upon the achievement of various clinical, regulatory and commercial milestones. If obicetrapib is approved, and successfully commercialized by Menarini, the Company will be entitled to tiered royalties ranging from the teens to the mid-twenties as a percentage of net sales in the Menarini Territory, with royalty step-downs in the event of generic entrance or in respect of required third party IP payments.

The royalty term begins for each Licensed Product on a country-by-country basis upon the first commercial sale of such product in such country and ends on the later of (i) the expiration of the last-to-expire patent that includes a valid claim, (ii) the expiration of regulatory exclusivity in such country for such Licensed Product and (iii) a specified number of years after the first commercial sale of such Licensed Product in such country (the term of the agreement).

In addition, Menarini is expected to purchase obicetrapib and ezetimibe product from us in accordance with a supply agreement to be entered into by Menarini and us (the “**Supply Agreement**”). The Company will supply all required quantities of obicetrapib and ezetimibe product for the Menarini Territory as set forth in the Supply Agreement. Through the filing date of this Annual Report, the Company has received no milestone payments from Menarini under the Menarini Agreement.

### **Related Party Receivable**

On July 19, 2022, the CEO, M. Davidson, repaid the loan facility of € 709 thousand with the Company including outstanding unpaid interest.

### **Formation of Holdco and Merger Sub**

In June 2022, the Company formed NewAmsterdam Pharma Company B.V., a new Dutch private company with limited liability (“**Holdco**”) and a wholly-owned subsidiary of the Company. Following the creation of the new entity, also in June 2022, Holdco formed NewAmsterdam Pharma Investment Corporation, a new Cayman-based exempted company (“**Merger Sub**”), which is a wholly-owned subsidiary of Holdco. The internal restructuring will be accounted for as a capital reorganization as the Company remains the substantive business, and Holdco does not meet the definition of a business pursuant to IFRS 3, *Business Combinations*. The restructuring was conducted for the purpose of participating in the merger transaction described below. As a result of the internal restructuring, the Company and Merger Sub became wholly-owned subsidiaries of Holdco.

### **Triggering of Exit Events Pursuant to the 2020 SPA**

The execution of the Menarini Agreement, described above, and the Agreement between the Company and FLAC, described below, qualified as exit events pursuant to both the 2020 SPA and the Profit Right Agreement, as described in Note 11. On April 28, 2022 the Company and Amgen executed a waiver notice (the “**Original Waiver**”) requiring Amgen to waive its matching rights pursuant to the 2020 SPA associated with the Menarini Agreement, so long as the Menarini Agreement was executed as of June 1, 2022. Further, the Original Waiver acknowledges that the Menarini Agreement does not trigger payment of the contingent consideration described in Note 11 as no proceeds were issued to shareholders of the Company. On June 10, 2022 the Company and Amgen executed an extension of the Original Waiver (the “**Second Waiver**”) with the same terms of the Original Waiver except for extending the period of time for when the Menarini Agreement was required to be executed to July 1, 2022. The Menarini Agreement was executed on June 23, 2022 and therefore satisfied the terms of the Second Waiver.

On July 20, 2022, the Company and Amgen and the Company and MTPC each executed additional waiver notices (collectively the “**Third Waivers**”) stating that the Agreement between the Company and FLAC constituted an additional exit event that triggered payment of the contingent consideration as proceeds are payable to shareholders under the Agreement. The Third Waivers indicate that the contingent consideration will be settled via the profit right. The profit right will be settled in shares of Holdco in lieu of Company shares, and will be issued prior to the closing of the merger with FLAC and the Company (the “**Profit Right**”). Both Amgen and MTPC also agreeing to waive their right to matching so long as the Agreement is executed before October 31, 2022.

As a result, Amgen will receive 4,910,000 shares of HoldCo with an estimated value of \$49,100,000 and MTPC will receive 3,746,330 shares of Holdco with an estimated value of \$37,463,300, in addition, each such shareholder will be entitled to receive its pro rata share on additional shares of Holdco, including the earnout shares to be obtained if and when the Company achieves a certain future development milestone (the “**Earnout Shares**”). Upon the issuance of the HoldCo shares, all rights of Amgen and MTPC under the 2020 SPA and the Profit Right Agreement, respectively, will be extinguished.

### **Merger between the Company and Frazier Lifesciences Acquisition Corporation**

On July 25, 2022, Frazier Lifesciences Acquisition Corporation (“**FLAC**”), a special purpose acquisition company sponsored by Frazier Lifesciences Sponsor LLC that is incorporated as a Cayman Islands exempted company, Holdco, Merger Sub and the Company entered into a Business Combination Agreement (the “**Agreement**”). Upon consummation of the merger between FLAC and the Company, Holdco will be a publicly traded company listed on the Nasdaq in the United States. The Company’s shareholders are expected to have a controlling interest in Holdco following the consummation of the business combination transaction. The business combination transaction is subject to customary and other closing conditions, including the approval of the shareholders of both the Company and FLAC. The transaction is expected to close in the fourth quarter of 2022.

Company shareholders are expected to hold the controlling interest in Holdco, and as FLAC does not constitute a business under IFRS 3 *Business Combinations*, the transaction will also be accounted for as a capital reorganization, and is in scope of IFRS 2 *Share-based Payment*. Holdco will issue shares in exchange for the net assets of FLAC. Any difference between the fair value of the shares issued by Holdco and the fair value of FLAC’s identifiable net assets will be treated as costs for the service of obtaining a listing and expensed in the period in which the transaction closes.

As a result of the merger, additional financing in the form of a private investment in public entity (“**PIPE**”) was secured as of July 25, 2022. Holdco has committed to issue 23,460,000 shares with a value of \$234.6 million at the closing of the merger.

**Unaudited Condensed Consolidated Financial Statements**  
**NewAmsterdam Pharma Holding B.V.**

**CONDENSED CONSOLIDATED STATEMENT OF PROFIT OR LOSS AND OTHER  
COMPREHENSIVE INCOME OR LOSS (UNAUDITED)**

for the six months ended June 30  
(in thousands of Euro, except per share amounts)

	Note	As at	
		June 30 2022	June 30 2021
Revenue	4	93,500	—
Research and development expenses	5	(30,588)	(8,553)
General and administrative expenses	6	(9,294)	(1,401)
<b>Total operating expenses</b>		<b>(39,882)</b>	<b>(9,954)</b>
Finance income		10	—
Finance expense		(185)	(137)
Net foreign exchange gain		1,070	609
<b>Profit (loss) before tax</b>		<b>54,513</b>	<b>(9,482)</b>
Income tax expense	9	—	—
<b>Profit (loss) for the period</b>		<b>54,513</b>	<b>(9,482)</b>
Other comprehensive income (loss), net of tax		—	—
<b>Total comprehensive income (loss) for the period, net of tax</b>		<b>54,513</b>	<b>(9,482)</b>
<b>Basic and diluted earnings per share</b>			
Basic	13	€ 3.20	€ 0.86
Diluted	13	€ 2.87	€ 0.86

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

**CONDENSED CONSOLIDATED STATEMENT OF FINANCIAL POSITION**  
**(UNAUDITED)**

(in thousands of Euro)

		As at	
	Note	June 30, 2022	December 31, 2021
<b>Assets</b>			
Property, plant and equipment		175	190
Loan receivable		728	718
<b>Non-current assets</b>		<b>903</b>	<b>908</b>
<b>Current assets</b>			
Trade receivables	7	115,000	—
Prepayments and other receivables	8	12,474	5,782
Cash and cash equivalents		89,478	53,092
<b>Total current assets</b>		<b>216,952</b>	<b>58,874</b>
<b>Total assets</b>		<b>217,855</b>	<b>59,782</b>
<b>Equity and liabilities</b>			
<b>Equity</b>			
Share capital	11	163,556	83,876
Other reserves	12	1,029	591
Retained earnings	13	19,837	(34,676)
<b>Total equity</b>		<b>184,422</b>	<b>49,791</b>
<b>Non-current liabilities</b>			
Lease liability	10	90	111
Deferred revenue	4	7,440	—
		<b>7,530</b>	<b>111</b>
<b>Current liabilities</b>			
Lease liability	10	61	53
Deferred revenue	4	14,060	—
Trade and other payables	10	11,782	9,827
<b>Total current liabilities</b>		<b>25,903</b>	<b>9,880</b>
<b>Total equity and liabilities</b>		<b>217,855</b>	<b>59,782</b>

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

## CONDENSED CONSOLIDATED STATEMENT OF CHANGES IN EQUITY (UNAUDITED)

as at June 30, 2022  
(in thousands of Euro except issued shares)

	Note	Number of Shares Outstanding			Issued Capital	Share Premium	Other Reserves	Retained Earnings	Total Equity
		Voting Ordinary Shares	Non-Voting Ordinary Shares	Series A Preferred Shares					
<b>Opening balance at January 1, 2021</b>		<u>2,500,000</u>	<u>2,500,000</u>	<u>—</u>	<u>50</u>	<u>2,450</u>	<u>—</u>	<u>(6,077)</u>	<u>(3,577)</u>
Convertible loan		—	—	1,111,115	11	11,656	—	—	11,667
Series A—Tranche I		—	—	4,928,613	49	68,951	—	—	69,000
Total comprehensive loss for the period		—	—	—	—	—	—	(9,482)	(9,482)
<b>As at June 30, 2021</b>		<u>2,500,000</u>	<u>2,500,000</u>	<u>6,039,728</u>	<u>110</u>	<u>83,057</u>	<u>—</u>	<u>(15,559)</u>	<u>67,608</u>
<b>As at December 31, 2021</b>		<u>2,500,000</u>	<u>2,785,714</u>	<u>6,039,728</u>	<u>113</u>	<u>83,763</u>	<u>591</u>	<u>(34,676)</u>	<u>49,791</u>
<b>Opening balance at January 1, 2021</b>		<u>2,500,000</u>	<u>2,785,714</u>	<u>6,039,728</u>	<u>113</u>	<u>83,763</u>	<u>591</u>	<u>(34,676)</u>	<u>49,791</u>
Series A—Tranche II	11	—	—	5,691,430	57	79,623	—	—	79,680
Share-based compensation	12	—	—	—	—	—	438	—	438
Total comprehensive income for the period	13	—	—	—	—	—	—	54,513	54,513
<b>Balance period ended June 30, 2022</b>		<u>2,500,000</u>	<u>2,785,714</u>	<u>11,731,158</u>	<u>170</u>	<u>163,386</u>	<u>1,029</u>	<u>19,837</u>	<u>184,422</u>

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

**CONDENSED CONSOLIDATED STATEMENT OF CASH FLOWS (UNAUDITED)***(in thousands of Euro except issued shares)*

	Note	For the six months ended	
		June 30, 2022	June 30, 2021
<b>Operating Activities:</b>			
Profit (loss) for the period		54,513	(9,482)
<i>Non-cash adjustments to reconcile profit (loss) for the period to net cash flows:</i>			
Depreciation and amortization		36	2
Finance income		(10)	—
Finance expense		5	18
Net foreign exchange gain		(1,070)	(609)
Share-based compensation expense		349	—
<i>Changes in operating assets and liabilities:</i>			
(Increase) in trade receivables		(115,000)	—
(Increase) decrease in prepayments and other receivables		(6,692)	666
Increase in trade and other payables		1,727	634
Increase in deferred revenue		21,500	—
<b>Net cash flows used in operating activities</b>		<b>(44,642)</b>	<b>(8,771)</b>
<b>Investing Activities:</b>			
Purchase of equipment		(2)	(7)
<b>Net cash flows used in investing activities</b>		<b>(2)</b>	<b>(7)</b>
<b>Financing Activities:</b>			
Proceeds from issuance of shares and capital contributions	12	79,680	69,000
Payments of lease liabilities		(33)	—
<b>Net cash provided by financing activities</b>		<b>79,647</b>	<b>69,000</b>
Net increase in cash and cash equivalents		35,003	60,222
Foreign exchange differences		1,383	609
Cash and cash equivalents at beginning of period		53,092	7,861
<b>Cash and cash equivalents at end of period</b>		<b>89,478</b>	<b>68,691</b>

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

## NOTES TO THE UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

### 1 GENERAL INFORMATION

NewAmsterdam Pharma Holding B.V. and Subsidiaries (together as “**NewAmsterdam**” or the “**Company**”) is a global biotech company focused on the research and development of transformative therapies for cardio-metabolic diseases. The Company was incorporated in The Netherlands on September 17, 2019. The Company’s principal place of business and registered office is Gooimeer 2-35, 1411 DC Naarden, The Netherlands.

The Company’s fiscal year ends on December 31. References to fiscal year 2021 relate to the fiscal year ended December 31, 2021.

### 2 BASIS OF PREPARATION

These condensed consolidated financial statements and accompanying notes are unaudited and have been prepared in accordance with International Accounting Standard IAS 34 ‘Interim Financial Reporting’. They do not include all of the information required for a complete set of financial statements prepared in accordance with IFRS standards and should be read in conjunction with the annual financial statements for the year ended December 31, 2021.

The unaudited condensed consolidated financial statements have been prepared on a historical cost basis, unless otherwise disclosed. The unaudited condensed consolidated financial statements have been prepared on a basis which assumes that the Company will continue as a going concern, and which contemplates the recoverability of assets and the satisfaction of the liabilities and commitments in the normal course of business.

The unaudited condensed consolidated financial statements are presented in Euro (“**EUR**” or “**€**”). In these notes, Euro amounts are presented in thousands, except for share and per share amounts and as otherwise indicated. The functional currency of the Company is Euro. Rounding differences may occur for calculation reasons.

Beginning on January 1, 2022, the Company has presented its value added tax (“**VAT**”) payable on a net basis against the value added tax receivable included within Prepayments and other receivables as permitted by the Dutch Tax Authorities on the basis that a fiscal unity was formed between NewAmsterdam Pharma Holding B.V. and NewAmsterdam Pharma B.V. for Dutch VAT purposes. A company and its subsidiaries that are part of the fiscal unity are jointly and severally liable for the VAT payable by the fiscal unit. Previous periods were not retrospectively reclassified as the fiscal unity had not yet been approved.

Based on our current operating plan, we believe that the existing cash and cash equivalents will be sufficient to fund our anticipated level of operations for the twelve months following the date of these financial statements.

The unaudited condensed consolidated financial statements have been approved for issue by the Company’s Board of Directors (the “**Board**”) on September 13, 2022.

### 3 SIGNIFICANT ACCOUNTING POLICIES

#### *Significant Accounting Judgments, Estimates and Assumptions*

These condensed consolidated financial statements as at June 30, 2022 and for the six months ended June 30, 2022 and 2021 should be read in conjunction with the annual consolidated financial statements as at and for the years ended December 31, 2021 and 2020 (“**annual financial statements**”) as the unaudited condensed consolidated financial statements are prepared on a condensed basis in accordance with IAS 34 and not contain all required disclosures under International Financial Reporting Standards as issued by the International



## Table of Contents

Accounting Standards Board. Unless stated otherwise the unaudited condensed consolidated financial statements as at and for the six-month period ended June 30, 2022 and 2021 are presented on a basis consistent with the accounting policies set out in annual financial statements except the accounting policy for IFRS 15 Revenue Recognition is applicable in the six months ended June 30, 2022 arising from the recognition of revenue for the first time during the period and is set out below.

There were no other significant changes in accounting policies, critical accounting judgements and key sources of estimation uncertainty applied by us in these unaudited condensed consolidated financial statements compared to those used in the annual consolidated financial statements as at December 31, 2021.

### ***Revenue Recognition***

Under IFRS 15, to determine the recognition of revenue, the Company performs the following five steps:

1. identify the contract(s) with the customer;
2. identify the performance obligations in the in the contract;
3. determine the transaction price;
4. allocate the transaction price to the performance obligations in the contract; and
5. recognize revenue when (or as) the Company satisfies a performance obligation.

The Company performs an analysis to identify the performance obligations for its license agreement. Where a license agreement comprises several promises, it must be assessed whether these promises are capable of being distinct within the context of the contract. Promised goods or services are considered distinct when: (i) the customer can benefit from the good or service on its own or together with other readily available resources, and (ii) the promised good or service is separately identifiable from other promises in the contract. In assessing whether promised goods or services are distinct, the Company considers factors such as the stage of development of the underlying intellectual property, the capabilities of the customer to develop the intellectual property on their own and whether the required expertise is readily available. In addition, the Company considers whether the customer can benefit from a promise for its intended purpose without the receipt of the remaining promises, whether the value of the promise is dependent on the unsatisfied promises, whether there are other vendors that could provide the remaining promises, and whether it is separately identifiable from the remaining promises.

Under IFRS 15, the Company applies significant judgment when evaluating (i) whether the obligations under these agreements represent one or more combined performance obligations, (ii) the determination of whether the reimbursable development costs and milestone payments should be included in the transaction price, (iii) the allocation of the transaction price between the identified performance obligations and (iv) the timing of satisfaction of the identified performance obligations.

The Company estimates the transaction price based on the amount of consideration the Company expects to receive for transferring the promised goods or services in the contract. The consideration may include both fixed consideration and variable consideration. At the inception of each arrangement that includes variable consideration, the Company evaluates the amount of the potential payments and the likelihood that the payments will be received. The Company utilizes either the most likely amount method or expected value method to estimate variable consideration to include in the transaction price based on which method better predicts the amount of consideration expected to be received. The amount included in the transaction price is constrained to the amount for which it is highly probable that a significant reversal of cumulative revenue recognized will not occur. At the end of each subsequent reporting period, the Company re-evaluates the estimated variable consideration included in the transaction price and any related constraint, and if necessary, adjusts its estimate of the overall transaction price. Any such adjustments are recorded on a cumulative catch-up basis in the period of adjustment.

## [Table of Contents](#)

After the transaction price is determined, it is allocated to the identified performance obligations based on the estimated standalone selling price. The Company must develop assumptions that require judgement to determine the standalone selling price for each performance obligation identified in the contract. The Company utilizes key assumptions to determine the standalone selling price, which may include other comparable transactions, pricing considered in negotiating the transaction, probabilities of technical and regulatory success and the estimated costs. Certain variable consideration is allocated specifically to one or more performance obligations in a contract when the terms of the variable consideration relate to the satisfaction of the performance obligation and the resulting amounts allocated to each performance obligation are consistent with the amounts the Company would expect to receive for each performance obligation.

Revenue is recognized when the customer obtains control of the goods and/or services as provided in the license agreement. The control can be transferred over time or at a point in time—which results in the recognition of revenue over time or at a point in time. The Company recognizes revenue over time as the customer simultaneously receive the benefits provided by the Company's performance, satisfied over time. The recognition of revenue over time is based on a pattern that best reflects the satisfaction of the related performance obligation, applying the input method. The input method estimates the satisfaction of the performance obligation as the percentage of total costs that are completed each period compared to the total estimated costs. A cost-based input method of revenue recognition requires management to make estimates of costs to complete the Company's performance obligation. In making such estimates, significant judgment is required to evaluate assumptions related to cost estimates. The cumulative effect of revisions to estimated costs to complete the Company's performance obligation will be recorded in the period in which changes are identified and amounts can be reasonably estimated. A significant change in these assumptions and estimates could have a material impact on the timing and amount of revenue recognized in future periods.

Upfront licensing payments are recognized as revenue at the point in time when the Company transfers control of the license only if the license is determined to be a separate performance obligation from other undelivered performance obligations. Contingent development costs and milestone payments are generally included in the transaction price at the amount stipulated in the respective agreement and recognized to the extent that it is highly probable that a significant reversal in the amount of cumulative revenue recognized will not occur.

The Company will recognize royalty revenue at the later of (i) when the related sales occur, or (ii) when the performance obligation to which some or all of the royalty has been allocated has been satisfied (or partially satisfied).

### ***New Standards, Interpretations and Amendments Not Yet Adopted by the Company***

#### **Standards applied for the first time in the current financial statements**

The IASB and the IFRS Interpretations Committee have issued amendments to IFRS 3, IAS 16, IAS 37 and IFRS 9 whose application was mandatory for fiscal years beginning on or after January 1, 2022, but which did not have any material effects on the unaudited condensed consolidated financial statements.

#### **Standards to be applied in future periods**

The new and amended standards and interpretations that have been published, but not yet effective, include amendments to IAS 1, IAS 8 and IAS 12. The Company intends to adopt these new and amended standards and interpretations, if applicable, when they become effective.

## [Table of Contents](#)

### Operating Activities of the Company

#### 4 REVENUE

Revenue consisted of the following for the six months ended June 30:

	<u>2022</u>	<u>2021</u>
License revenue	93,500	—
	<u>93,500</u>	<u>—</u>

On June 23, 2022, the Company entered into a licensing agreement with A. Menarini International Licensing S.A. (“Menarini”) (the “Menarini License”), pursuant to which it granted Menarini an exclusive, royalty-bearing, sublicensable license under certain of its intellectual property and its regulatory documentation to undertake post approval development activities and commercialize multiple brands of obicetrapib, either as a sole active ingredient product or in a fixed dose combination with ezetimibe (the “Licensed Products”), for any use in the majority of European Countries (“Menarini Territory”).

The Company remains responsible for the development and commercialization costs related to Licensed Products, excluding local development, regulatory and commercialization costs incurred by Menarini in the Menarini Territory. In addition, Menarini is expected to purchase the Licensed Products from the Company in accordance with a supply agreement to be negotiated and entered into no later than six months after the execution of the Menarini License.

The Menarini License includes a non-refundable upfront payment, fixed reimbursements for the Company’s continued development costs, payments based upon the achievement of defined development, regulatory and commercial milestones, sales-based royalties, and certain cost sharing payments made by Menarini to the Company and by the Company to Menarini.

The Company has evaluated the Menarini License based on the requirements of IFRS 15 Revenue Recognition and has concluded the following:

The Menarini License includes various licenses under certain of its intellectual property and its regulatory documentation. The various licenses granted under the Menarini License currently in place do not represent distinct performance obligations, as the licenses are highly interrelated and Menarini would likely be unable to derive significant benefits from their access to these licenses on an individual basis.

The Company, considering that (i) there are no material restrictions included in the contract which would prevent Menarini to direct the use of, and obtain substantially all of the remaining benefits and (ii) the majority of the Company’s remaining development activities are in late-stage development and are not expected to significantly affect the functionality of the underlying intellectual property, concludes that the license as of the effective date of the contract has standalone value. As such, the Company concluded that the promise in granting the licenses to Menarini is to provide a right to use the Company’s intellectual property as it exists at the point in time at which the license is granted and therefore, revenue accrued and allocated to this performance obligation has been recognized at a point in time.

The Company has also identified an additional performance obligation that consist of the research and development activities related to the general development and commercialization costs related to Licensed Products. The Company determined that this performance obligation is satisfied over time as Menarini simultaneously receives and consumes the benefits of the services provided as they are performed. This is based on the fact that Menarini is receiving status of the research periodically which allows it to make informed decisions in its local development activities. The Company further considered that the licenses and the R&D services are not highly interdependent or highly interrelated because the Company is able to fulfill its promise to

## Table of Contents

transfer the licenses regardless of fulfilling its promise to perform the remaining R&D services. The Company also concluded that the licenses are considered distinct as Menarini could benefit from the licenses together with readily available resources other than the Company's R&D services. The Company will utilize a cost-based input method to measure its progress toward completion of its performance obligation and to calculate the corresponding amount of revenue to recognize each period. The Company believes this is the best measure of progress because other measures do not reflect how the Company transfers its performance obligation to Menarini. In applying the cost-based input method of revenue recognition, the Company uses actual clinical study enrollment figures as well as actual costs incurred relative to budgeted costs expected to be incurred attributable to the Menarini Territory for the performance obligation. These costs consist primarily of third-party contract costs relative to the level of patient enrollment in the studies. Revenue will be recognized based on the level of costs incurred relative to the total budgeted costs for the performance obligation.

Considering that the Menarini License has been executed as of June 23, 2022, no revenue has been recognized related to the research and development performance obligation.

As such, two performance obligations for the Menarini License were identified at contract inception, comprising a license to use the Company's IP (the "license performance obligation") and a promise to continue the development activities for the licensed compound (the "R&D performance obligation").

The Company's assessment of the transaction price included an analysis of amounts it expected to receive, which at contract inception consisted of the non-refundable, upfront payment of €115.0 million that was received by the Company in July 2022 (see Note 15). The Company considers this non-refundable fee of €115.0 million to be the initial transaction price.

The Company has allocated the transaction price to each performance obligation identified on a relative stand-alone selling price basis. The Company has used a combination of methods to calculate the stand-alone selling prices, using the expected cost plus a margin approach to calculate the stand-alone selling price of the research and development services required in the Menarini License and needed to commercialize obicetrapib in the Menarini Territory and the residual approach to calculate the stand-alone selling price for the license based on the fair value of the total promised goods and services in the Menarini License considering that the Company has not yet established a price for licenses, has not historically sold licenses on a stand-alone basis (i.e., the selling price is uncertain), and the amount allocated is consistent with the allocation objective as the Company believes the stated upfront amount is consistent with a risk-adjusted price that a market participant would be willing to pay for the licenses.

As of June 30, 2022, the Company has allocated €93.5 million to the license performance obligation, recognized as "revenue" in the condensed consolidated statement of profit and €21.5 million to the R&D performance obligation, recognized as "deferred revenue" in the condensed consolidated statement of financial position.

The deferred revenue has been recognized within current and non-current liabilities based on the expected timing of the associated research and development services. €14.1 million has been recognized as current liabilities as the Company expects to perform the associated services within twelve months after the reporting period. The remaining €7.4 million has been recognized as non-current liabilities.

The Company allocated the upfront payment of €115 million to the identified performance obligations based on the combined license performance obligation and recognized the upfront payment as revenue at a point in time upon satisfaction of the performance obligation, which was achieved at the execution of the Menarini License.

Additionally, in partial contribution to the Company's costs of development of the Licensed Products, Menarini will pay the Company €27.5 million, payable in two equal annual time based installments, together with bearing 50% of any development costs incurred in respect of the pediatric population in the Menarini Territory. Due to the scientific uncertainties around the commercialization of the Licensed Products based on the success of clinical trials, out of the control of the Company, the fixed €27.5 million is considered constrained at contract

## [Table of Contents](#)

execution and is not initially recognized within the transaction price until it becomes highly probable of no significant revenue reversal. If certain conditions are not met, then the Company would not have the right to payment. At the end of each reporting period, the Company will assess the probability of significant reversals for any amounts that become likely to be realized prior to recognizing the fixed consideration associated with these payments within the transaction price. To date, the Company has not received any reimbursement payments.

The Menarini License also provides for certain milestone payments from Menarini to the Company upon the achievement of specified development, regulatory and commercial milestones linked to the enhanced value of the license performance obligation. More specifically, the Company is eligible to receive up to an additional €863 million upon the achievement of various clinical, regulatory and commercial milestones. These milestones are contingent payments. These milestone payments represent variable consideration that are not initially recognized within the transaction price, due to the scientific uncertainties around the commercialization of the Licensed Products based on the success of clinical trials. At the end of each reporting period, the Company will assess the probability of significant reversals for any amounts that become likely to be realized prior to recognizing the variable consideration associated with these payments within the transaction price. To date, the Company has not received any milestones payments.

Lastly, the Company is entitled to receive tiered royalty payments based on annual aggregate net sales of all Licensed Products in the Menarini Territory, subject to specified reductions upon commercialization. The royalty term begins for each Licensed Product on a country-by-country basis upon the first commercial sale of such product in such country and ends on the later of (i) the expiration of the last-to-expire patent that includes a valid claim, (ii) the expiration of regulatory exclusivity in such country for such Licensed Product and (iii) a specified number of years after the first commercial sale of such Licensed Product in such country (the term of the agreement). In accordance with IFRS 15, the Company recognizes revenue from 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 has been satisfied. The Company anticipates recognizing these royalty payments if and when subsequent sales are generated from the Licensed Products.

The Company has incurred in €3 million of costs to obtain the Menarini License related to unavoidable costs from the Company's financial advisor assisting in the negotiation. These costs have been proportionally allocated to the identified performance obligations on a relative standalone selling price basis as previously discussed. Based on that, €2.4 million has been recognized as "general and administrative expenses" related to the satisfied license performance obligation and €0.6 has been capitalized as "prepayments and other receivables" which will be amortized on a systematic basis that is consistent with the transfer to the customer of the goods or services to which the asset relates.

## 5 RESEARCH AND DEVELOPMENT EXPENSE

Research and development expense consisted of the following items for the six months ended June 30:

	<u>2022</u>	<u>2021</u>
Clinical R&D Costs		
Phase 1 and 2	(3,850)	(3,316)
Phase 3	(16,872)	(51)
Other	(304)	(24)
Total clinical R&D costs	<u>(21,026)</u>	<u>(3,391)</u>
Non-clinical R&D costs	(1,264)	(105)
Contracted personnel costs	(1,869)	(1,102)
Chemistry, Manufacturing and Controls (CMC)	(6,001)	(3,263)
Regulatory	(381)	(682)
Other R&D costs	(47)	(10)
<b>Total research and development expenses</b>	<b><u>(30,588)</u></b>	<b><u>(8,553)</u></b>

## 6 GENERAL AND ADMINISTRATIVE EXPENSES

General and administrative expenses consisted of the following items for the six months ended June 30:

	<u>2022</u>	<u>2021</u>
Contracted personnel costs	(1,314)	(492)
Travel costs	(83)	(3)
Intellectual property	(699)	(346)
Legal costs	(2,250)	(255)
Licenses	—	—
Finance and administration	(4,053)	(147)
IT	(10)	(4)
Rent and office services	(77)	(52)
Marketing and communication	(487)	(13)
Insurance	(8)	(28)
Depreciation and amortization	(36)	(2)
Miscellaneous	(105)	(35)
Business development	(132)	(21)
Board fees	(40)	(3)
<b>Total general and administrative expenses</b>	<b><u>(9,294)</u></b>	<b><u>(1,401)</u></b>

## 7 TRADE RECEIVABLES

Trade receivables consisted of the following items as at:

	<u>June 30, 2022</u>	<u>December 31, 2021</u>
License fee receivable	115,000	—
	<b><u>115,000</u></b>	<b><u>—</u></b>

On July 7, 2022 the Company received the non-refundable, non-creditable, upfront amount of € 115.0 million from Menarini.

## 8 PREPAYMENTS AND OTHER RECEIVABLES

Prepayments and other receivables consisted of the following items as at:

	<u>June 30, 2022</u>	<u>December 31, 2021</u>
Prepayments		
Chemistry, Manufacturing and Controls (CMC)	—	21
Non-clinical R&D costs	1,102	1,111
Clinical other	9,036	349
General and administrative	750	11
Total prepayments	10,888	1,492
Deferred issuance costs	981	4,290
Value added tax receivable	605	—
<b>Total prepayments and other receivables</b>	<b><u>12,474</u></b>	<b><u>5,782</u></b>

## Table of Contents

### 9 INCOME TAXES

The Company's effective tax rate for the six months ended June 30, 2022 was 0% (six months ended June 30, 2021: 0%). The Company has generated income for the first time during the period since inception but it is expected to incur losses for the fiscal year ending December 31, 2022, as the Company expects its costs to fund research and development activities for the full fiscal year to exceed its revenue arising from the upfront payment received from Menarini (see Note 4). The Company does not expect to utilize its tax losses for the foreseeable future. As a result, no deferred tax asset is recognized for these losses.

#### Financing activities of the Company

### 10 FINANCIAL RISK MANAGEMENT

The table below summarizes the maturity profile of the Company's financial liabilities based on contractual undiscounted payments. Payments related to foreign currency are included at the exchange rates applicable as at:

	On demand	Less than 3 months	3 – 12 months	More than 1 year	Total
<b>At December 31, 2021</b>					
Trade and other payables	—	5,715	880	—	6,595
Share-based payment liabilities	458	—	—	—	458
Lease liability	—	13	40	111	164
<b>Total financial liabilities</b>	<b>458</b>	<b>5,727</b>	<b>920</b>	<b>111</b>	<b>7,217</b>
	On demand	Less than 3 months	3 – 12 months	More than 1 year	Total
<b>At June 30, 2022</b>					
Trade and other payables	—	11,413	—	—	11,413
Share based payment liabilities	369	—	—	—	369
Lease liability	—	10	51	90	151
<b>Total financial liabilities</b>	<b>369</b>	<b>11,423</b>	<b>51</b>	<b>90</b>	<b>11,933</b>

### 11 ISSUED CAPITAL AND RESERVES

The following table details the number of shares of the Company as at June 30:

	Voting ordinary shares	Non-voting ordinary shares	Series A preferred shares	Total
<b>Nominal value</b>	<b>0.01</b>	<b>0.01</b>	<b>0.01</b>	
<b>Shares issued</b>				
Opening balance as at January 1, 2021	2,500,000	2,500,000	—	5,000,000
Convertible loan	—	—	1,111,115	1,111,115
Series A—Tranche I	—	—	4,928,613	4,928,613
<b>Issued shares as at June 30, 2021</b>	<b>2,500,000</b>	<b>2,500,000</b>	<b>6,039,728</b>	<b>11,039,728</b>
<b>Issued shares as at December 31, 2021</b>	<b>2,500,000</b>	<b>2,785,714</b>	<b>6,039,728</b>	<b>11,325,442</b>
Opening balance as at January 1, 2022	2,500,000	2,785,714	6,039,728	11,325,442
Series A—Tranche II	—	—	5,691,430	5,691,430
<b>Issued shares as at June 30, 2022</b>	<b>2,500,000</b>	<b>2,785,714</b>	<b>11,731,158</b>	<b>17,016,872</b>

## [Table of Contents](#)

### Rights associated to the classes of shares issued by the Company

The Company has both ordinary shares and non-voting ordinary shares which represent the residual interest in the Company. A non-voting ordinary share is an ordinary share in the Company without voting rights.

### Series A preferred shares

Series A preferred shares carry the same voting rights as ordinary shares. Furthermore, Series A preferred shares have a liquidation preference over ordinary shares of the Company. Meaning that in case of a Liquidity Event the Series A preferred shares shareholders will receive, the preference share capital and share premium paid in by the shareholder, increased by any declared but unpaid preference dividends. Any remaining proceeds following the liquidation preference shall be distributed to equally among all classes of preference shares and the ordinary shares equal terms. The Preference Series A shares are convertible to ordinary shares on a one-to-one ratio at the option of the holder.

The following table details the total share capital and share premium of the Company as at June 30:

	Date	Voting ordinary shares	Non-Voting ordinary shares	Series A Preferred shares	Share premium	Total share capital and share premium
<b>Opening balance as at January 1, 2021</b>		<b>25,000</b>	<b>25,000</b>	<b>—</b>	<b>2,450,000</b>	<b>2,500,000</b>
Convertible loan	Jan 2021	—	—	11,111	11,656,036	11,667,147
Series A—Tranche I	Jan 2021	—	—	49,286	68,950,716	69,000,002
<b>As at June 30, 2021</b>		<b>25,000</b>	<b>25,000</b>	<b>60,397</b>	<b>83,056,752</b>	<b>83,167,149</b>
<b>As presented in the statement of financial position (in thousands of Euro)</b>		<b>25</b>	<b>25</b>	<b>60</b>	<b>83,057</b>	<b>83,167</b>
<b>As at December 31, 2021</b>		<b>25,000</b>	<b>27,857</b>	<b>60,397</b>	<b>83,762,466</b>	<b>83,875,720</b>
<b>Opening balance as at January 1, 2022</b>		<b>25,000</b>	<b>27,857</b>	<b>60,397</b>	<b>83,762,466</b>	<b>83,875,720</b>
Series A—Tranche II	Feb 2022	—	—	56,914	79,623,074	79,679,988
<b>As at June 30, 2022</b>		<b>25,000</b>	<b>27,857</b>	<b>117,311</b>	<b>163,385,540</b>	<b>163,555,708</b>
<b>As presented in the statement of financial position (in thousands of Euro)</b>		<b>25</b>	<b>28</b>	<b>117</b>	<b>163,386</b>	<b>163,556</b>

### Closing of Series A preferred shares—Tranche II

The second tranche of € 80 million for 5,691,430 Series A preferred shares is subject to attainment of certain milestone tranche conditions, namely: at least 50% low-density lipoprotein cholesterol (“LDL”) lowering in the currently ongoing Ezetimibe/Obicetrapib Phase 2 combination trial; confirmation by the U.S. Food and Drug Administration that no CVOT trial is required for U.S. approval following the end of the Phase 2 meeting; and the hiring of a full-time Chief Business Officer (“CBO”) with unanimous consent of the Board.

The LDL and CBO conditions were satisfied as at December 31, 2021. Because the FDA condition was not satisfied, the Company was obligated to seek additional financing under different scenarios at the discretion of the Company pursuant to the terms of the agreement. The execution of the Menarini Agreement satisfied this requirement. Therefore, the milestone tranche conditions were considered to be met. The Company received the second tranche financing on February 18, 2022.



## 12 SHARE-BASED PAYMENTS

### Long term incentive plan

#### *Share-Based Payment Expenses Recognized for Options Granted*

The fair value of the options is expensed on a straight-line basis over the relevant vesting periods, based on management's estimate of the number of options that will eventually vest. For the six months ended June 30, 2022, the total share-based payment expense recognized for the equity-settled options amounted to € 0.349 million (six months ended June 30, 2021: nil). This includes share-based payment expense recognized in connection with the vesting of the Second Tranche Options subject to vesting conditions that are considered vested based on the current status of vesting conditions.

In addition, the Company recognized € 20 thousand as expenses for the employer social security contributions expected to be payable related to these options. The corresponding liability as at June 30, 2022 amounts to € 67 thousand.

### Share investment plan

Company has recognized the consideration as a financial liability until the Founder DRs have vested, at which time it will be reclassified to equity provided that the Subscriber remains with the Company. This liability is measured at the lower of the price paid for the Founder DRs and their current fair market value. The liability as at the June 30, 2022 amounts to € 369 thousand (December 31, 2021: €458 thousand).

## 13 EARNINGS PER SHARE

Loss per share for the period presented has been determined by dividing the loss attributable to shareholders by the weighted average number of shares outstanding during the period. Non-voting ordinary shares and voting ordinary shares are considered to be the same class of equity for purposes of determining the loss attributable per shareholder class per share.

The following table sets forth the computation of basic and diluted loss per share for the six months ended June 30:

<i>(In thousands of Euro, except share and per share amounts)</i>	2022	2021
Profit (loss) for the period	54,513	(9,482)
Number of common shares	17,016,872	11,039,728
Number of diluted shares	18,981,158	11,039,728
Basic earnings per share	3.20	(0.86)
Diluted earnings per share	2.87	(0.86)

For the six months ended June 30, 2022, as a result of the profit for the period, in accordance with IAS 33, the effect that would arise if all the outstanding stock options were exercised (represented by 1,964,286 weighted average potentially diluted shares) were taken into consideration in the calculation of diluted profit per share. For the six months ended June 30, 2021, diluted earnings per share is equal to basic earnings per share as there were no potentially dilutive instruments.

For the six months ended June 30, 2022, there are no instruments outstanding that were not included in the calculation of diluted earnings per share because they are antidilutive, that could potentially dilute basic earnings per share further in future periods.

### Additional information

## 14 RELATED PARTIES

As at June 30, 2022 and December 31, 2021, the ultimate controlling party of the Company was Forbion Capital Fund II Coöperatief U.A.

## Table of Contents

The following table provides the total amount of transactions that have been entered into with related parties for the six months ended June 30, 2022, and 2021:

	<u>Related party relationship</u>	<u>Type of transaction</u>	<u>Purchases from</u>
<b>2022</b>			
FCPM III Services B.V. (“Forbion III”)	Common control	Rent and office services	20
<b>2021</b>			
FCPM III Services B.V. (“Forbion III”)	Common control	Rent and office services	20

The following table provides the positions with related parties for the relevant financial as at June 30, 2022 and December 30, 2021:

	<u>Related party relationship</u>	<u>Type of transaction</u>	<u>Amounts owed by</u>
<b>2022</b>			
Mr. M.H. Davidson	Exec. director & shareholder	Receivables	728
<b>2021</b>			
Mr. M.H. Davidson	Exec. director & shareholder	Receivables	718

## **15 EVENTS AFTER THE REPORTING PERIOD**

The Company evaluated subsequent events for recognition or disclosure through September 13, 2022, the date these condensed consolidated financial statements were authorized for issuance by the Board of Directors.

### **Menarini License upfront payment**

On July 7, 2022 the Company received the non-refundable, non-creditable, upfront amount of € 115.0 million from Menarini (see Note 7).

### **Related Party Receivable**

On July 19, 2022 the CEO, M. Davidson, settled the loan facility of € 709 thousand with the Company including outstanding unpaid interest of €19 thousand, for a total of €728 thousand.

### **Triggering of Exit Events pursuant to the 2020 SPA**

On July 20, 2022, the Company and Saga Investments Coöperatief U.A., an affiliate of Amgen (“Amgen”) and the Company and Mitsubishi Tanabe Pharma Corporation (“MTPC”) each executed additional waiver notices (collectively the “Third Waivers”) stating that the Agreement between the Company and FLAC (defined below) constituted an additional exit event that triggered payment of the contingent consideration as proceeds are payable to shareholders under the Agreement. The Third Waivers indicate that the contingent consideration will be settled via the profit right. The profit right will be settled in shares of Holdco in lieu of Company shares, and will be issued prior to the closing of the merger with FLAC and the Company (the “Profit Right”). Both Amgen and MTPC also agreed to waive their right to matching so long as the Agreement is executed before October 31, 2022. The transaction is expected to close in the second half of 2022.

As a result, Amgen will receive 4,910,000 shares of HoldCo with an estimated value of \$49,100,000 and MTPC will receive 3,746,330 shares of Holdco with an estimated value of \$37,463,300, in addition, each such shareholder will be entitled to receive its pro rata share on additional shares of Holdco, including the earnout shares to be obtained if and when the Company achieves a certain future development milestone (the “Earnout Shares”). Upon the issuance of the HoldCo shares, all rights of Amgen and MTPC under the 2020 SPA and the Profit Right Agreement, respectively, will be extinguished.

### **Merger between the Company and Frazier Lifesciences Acquisition Corporation**

On July 25, 2022, Frazier Lifesciences Acquisition Corporation (“FLAC”), a special purpose acquisition company sponsored by Frazier Lifesciences Sponsor LLC that is incorporated as a Cayman Islands exempted company, Holdco, Merger Sub and the Company entered into a Business Combination Agreement (the “Agreement”). Upon the merger between FLAC and Company being consummated, the combined entity will be a publicly traded company listed on the Nasdaq in the United States. The Company’s shareholders are expected to have a controlling interest in the combined entity. The transaction is subject to customary and other closing conditions, including the approval of the shareholders of both the Company and FLAC. The transaction is expected to close in the fourth quarter of 2022.

Company shareholders are expected to hold the controlling interest in the combined entity, and as FLAC does not constitute a business under IFRS 3 Business Combinations, the transaction will also be accounted for as a capital reorganization and is in scope of IFRS 2 Share-based Payment. Holdco will issue shares in exchange for the net assets of FLAC. Any difference between the fair value of the shares issued by Holdco and the fair value of FLAC’s identifiable net assets will be treated as costs for the service of obtaining a listing and expensed in the period in which the transaction closes.

In conjunction with the merger, additional financing in the form of a private investment in public entity (“PIPE”) was secured as of July 25, 2022. HoldCo has committed to issue 23,460,000 with a value of \$234,600,000 at the closing of the merger.

NewAmsterdam Pharma Holding B.V.  
Naarden, September 13, 2022

**NewAmsterdam Pharma Company B.V.**  
**Consolidated Financial Statements as at June 30 2022 and for the period June 10, 2022 (inception) to June 30, 2022**

## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the shareholders and the Board of Directors of NewAmsterdam Pharma Company B.V.

### Opinion on the Financial Statements

We have audited the accompanying consolidated statement of financial position of NewAmsterdam Pharma Company B.V. (the “Company”) as at June 30, 2022, and the related notes (collectively referred to as the “financial statements”). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as at June 30, 2022, in conformity with International Financial Reporting Standards as issued by the International Accounting Standards Board.

### Basis for Opinion

These financial statements are the responsibility of the Company’s management. Our responsibility is to express an opinion on the Company’s financial statements based on our audit. 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 audit 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 financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audit, we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company’s internal control over financial reporting. Accordingly, we express no such opinion.

Our audit included performing procedures to assess the risks of material misstatement of the 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 financial statements. Our audit also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audit provide a reasonable basis for our opinion.

/s/ Deloitte Accountants B.V.

Rotterdam, The Netherlands

September 13, 2022

We have served as the Company’s auditor since 2022

**NewAmsterdam Pharma Company B.V.**  
**CONSOLIDATED STATEMENT OF FINANCIAL POSITION**

	<u>Note</u>	<u>June 30,</u> <u>2022</u>
<b>Assets</b>		
Other receivables—related parties	2	1
<b>Total assets</b>		<u>1</u>
<b>Equity</b>		
Share capital	3	(1)
<b>Total equity and liabilities</b>		<u>(1)</u>

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

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS OF NEW AMSTERDAM PHARMA COMPANY B.V.

### Note 1 — Significant accounting policies

#### General Information

NewAmsterdam Pharma Company B.V. (“the Company”) was incorporated as a Dutch private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) on June 10, 2022. The Company currently has one wholly-owned subsidiary, NewAmsterdam Pharma Investment Corporation (“Merger Sub”). The Company is registered with the Dutch Trade Register under number 86649051. The Company’s corporate seat is in Naarden, the Netherlands, and the Company’s office address is Gooimeer 2-35 1411 DC Naarden, the Netherlands.

The Company’s parent is NewAmsterdam Pharma Holding B.V. (“NewAmsterdam Pharma”).

The Company was formed for the purpose of becoming the ultimate parent company of NewAmsterdam Pharma, contemporaneous with the closing of the transaction contemplated in the business combination agreement, dated July 25, 2022 (the “Business Combination Agreement”) by and among the Company, NewAmsterdam Pharma, Merger Sub, and Frazier Lifesciences Acquisition Corporation (“FLAC”), a special purpose acquisition company. As described above, the Company currently maintains one directly wholly-owned subsidiary, Merger Sub. Merger Sub was incorporated to facilitate the consummation of the Business Combination Agreement. As of June 30, 2022, Merger Sub had no assets, liabilities or operations. Refer to Note 4 – Subsequent events for additional detail regarding the steps to effectuate the closing of the transaction as outlined in the Business Combination Agreement.

The Company’s fiscal year ends on December 31.

#### Basis of preparation

These consolidated financial statements and accompanying notes have been prepared in accordance with International Financial Reporting Standards as issued by the International Accounting Standards Board (“IASB”). No annual financial statements have been prepared for the Company as it was created on June 10, 2022. Additionally, separate statements of profit or loss and other comprehensive income or loss, and cash flows have not been presented because there have been no operating activities in the Company during the period of June 10, 2022 to June 30, 2022.

The consolidated financial statements have been prepared on a historical cost basis, unless otherwise disclosed. The consolidated financial statements have been prepared on a basis which assumes that the Company will continue as a going concern, and which contemplates the recoverability of assets and the satisfaction of the liabilities and commitments in the normal course of business.

The consolidated financial statements are presented in Euro (“EUR” or “€”). The functional currency of the Company is Euro. Rounding differences may occur for calculation reasons.

The consolidated financial results of the Company are reported over the period June 10, 2022 until June 30, 2022.

The consolidated financial statements have been approved for issue by the Company’s Board of Directors (the “Board”) on September 13, 2022.

#### Basis of Consolidation

The consolidated financial statements include the financial statements of the Company and entities controlled by the Company (its subsidiaries). Control is achieved when the Company:

- has power over the investee;

## [Table of Contents](#)

- is exposed, or has rights, to variable returns from its involvement with the investee; and
- has the ability to use its power to affect its returns.

The Company reassesses whether or not it controls an investee if facts and circumstances indicate that there are changes to one or more of the three elements of control listed above.

### **Other financial assets**

Financial instruments are any form of contract that gives rise to a financial asset in one company and a financial liability or equity instrument in another company. A financial asset is recognized on the balance sheet when the entity becomes a party to the contractual terms of the instrument. Other financial assets, including receivables from related parties, are initially recognized at fair value and subsequently measured at amortized cost.

The Company measures the loss allowance for receivables at an amount equal to the probability of default in the next twelve months unless a significant increase in credit risk has occurred in which the loss allowance is measured on the lifetime expected loss. A financial asset is removed from the balance sheet when the contractual right to cash flows from the asset has ceased or been settled.

### **Equity instruments**

An equity instrument is any contract that evidences a residual interest in the assets of an entity after deducting all of its liabilities. Equity instruments issued by the Company are recognized at the proceeds received, net of direct issue costs.

### **Note 2 — Related party transaction with NewAmsterdam Pharma**

The Company issued one share of €0.12 to NewAmsterdam Pharma on June 10, 2022.

### **Note 3 — Share capital**

The Company was incorporated on June 10, 2022 and issued 1 ordinary share at €0.12 to NewAmsterdam Pharma. The entire amount of this equity is held by NewAmsterdam Pharma and recorded as a receivable under the caption “Other receivables—related parties” in the Company’s Consolidated Statement of Financial Position. The Company has the ability to issue an unlimited number of additional shares.

### **Note 4 — Subsequent events**

The Company evaluated subsequent events for recognition or disclosure through September 13, 2022, the date these consolidated financial statements were authorized for issuance by the Board of Directors.

### *Merger between NewAmsterdam Pharma and FLAC*

On July 25, 2022, FLAC, a special purpose acquisition company sponsored by Frazier Lifesciences Sponsor LLC that is incorporated as a Cayman Islands exempted company, the Company, Merger Sub and NewAmsterdam Pharma entered into the Business Combination Agreement. Upon consummation of the merger between FLAC and NewAmsterdam Pharma, the Company will be a publicly traded company listed on the Nasdaq in the United States. NewAmsterdam Pharma’s shareholders are expected to have a controlling interest in the Company following the consummation of the Business Combination Agreement. The Business Combination Agreement is subject to customary and other closing conditions, including the approval of the shareholders of both NewAmsterdam Pharma and FLAC. The transaction is expected to close in the fourth quarter of 2022, with the Company converting into a Dutch public company with limited liability, becoming the ultimate parent and listed entity of the merged group.



---

## [Table of Contents](#)

NewAmsterdam Pharma shareholders are expected to hold the controlling interest in the Company, and as FLAC does not constitute a business under IFRS 3 *Business Combinations*, the transaction will also be accounted for as a capital reorganization and is in scope of IFRS 2 *Share-based Payment*. The Company will issue shares in exchange for the net assets of FLAC. Any difference between the fair value of the shares issued by the Company and the fair value of FLAC's identifiable net assets will be treated as costs for the service of obtaining a listing and expensed in the period in which the transaction closes.

As a result of the merger, additional financing in the form of a private investment in public entity ("PIPE") was secured as of July 25, 2022. The Company has committed to issue 23,460,000 shares with a value of \$234.6 million at the closing of the merger. However, the consummation of the transactions contemplated by the Business Combination Agreement is subject to numerous conditions, and there can be no assurances that such conditions will be satisfied.

# **NewAmsterdam Pharma Company N.V.**

---

**Prospectus**

---

, 2022

---

---

## PART II

### Information Not Required in Prospectus

#### Item 6. Indemnification of Directors and Officers

The Registrant is a public limited liability company (*naamloze vennootschap*).

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 liable for damages to the Company and to third parties for infringement of the Articles of Association or of certain provisions of Dutch law. In certain circumstances, they may also incur other specific civil, administrative and criminal liabilities. Subject to certain exceptions, the Articles of Association provide for indemnification of our current and former directors and other current and former officers and employees as designated by the Board of Directors. No indemnification under the Articles of Association will 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 us, except for proceedings brought to enforce indemnification to which he or she is entitled pursuant to the Articles of Association, pursuant to an agreement between such indemnified person and us, which has been approved by us or pursuant to insurance taken out by us 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 the Articles of Association, the Board of Directors may stipulate additional terms, conditions and restrictions in relation to the indemnification described above.

We have also entered into indemnification agreements with each of our directors and executive officers providing for procedures for indemnification and advancements by us of certain expenses and costs relating to claims, suits or proceedings arising from his or her service to us or, at our request, service to other entities, as officers or directors to the maximum extent permitted by Dutch law and subject to the exceptions provided in such agreements.

#### Item 7. Recent Sales of Unregistered Securities

Set forth below is information regarding all securities sold or granted by us within the past three years that were not registered under the Securities Act and the consideration, if any, received by us for such securities:

- In connection with the closing of the PIPE Financing, on November 22, 2022, we issued 23,460,000 Ordinary Shares to the PIPE Investors for gross proceeds of approximately \$234,600,000.
- Prior the closing of the Business Combination, on November 21, 2022, we issued (i) 4,910,000 Ordinary Shares to Amgen, and (ii) 3,746,330 Ordinary Shares to MPTC, to settle the 2020 Profit Rights.

The foregoing securities issuances were made in reliance upon the exemption provided in Section 4(a)(2) of the Securities Act and/or Regulation S promulgated thereunder.

## Table of Contents

### Item 8. Exhibits and Financial Statement Schedules.

(a) The following exhibits are included or incorporated by reference in this registration statement on Form F-1:

#### Exhibit Index

<u>Exhibit No.</u>	<u>Description</u>
2.1**	<a href="#"><u>Business Combination Agreement, dated as of July 25, 2022, by and among Frazier Lifesciences Acquisition Corporation, NewAmsterdam Pharma Holding B.V., NewAmsterdam Pharma Company B.V. and NewAmsterdam Pharma Investment Corporation (incorporated by reference to Annex A to the Registration Statement on Form F-4 (File No. 333-266510), filed with the SEC on October 13, 2022).</u></a>
2.2**	<a href="#"><u>Plan of Merger (incorporated to Annex B to the Registration Statement on Form F-4 (File No. 333-266510), filed with the SEC on October 13, 2022).</u></a>
3.2**	<a href="#"><u>English translation of Articles of Association of NewAmsterdam Pharma Company B.V. (incorporated by reference to Annex I to the Registration Statement on Form F-4 (File No. 333-266510), filed with the SEC on October 13, 2022).</u></a>
4.1*	<a href="#"><u>Warrant Assignment, Assumption and Amendment Agreement, among Continental Stock Transfer &amp; Trust Company, NewAmsterdam Pharma Company B.V. and Frazier Lifesciences Acquisition Corporation.</u></a>
4.2**	<a href="#"><u>Warrant Certificate of NewAmsterdam Holdco N.V (incorporated by reference to Exhibit 4.2 to the Registration Statement on Form F-4 (File No. 333-266510), filed with the SEC on October 13, 2022).</u></a>
5.1*	<a href="#"><u>Opinion of NautaDutilh N.V., regarding validity of the Ordinary Shares.</u></a>
5.2*	<a href="#"><u>Opinion of Covington &amp; Burling LLP, regarding the validity of the Warrants.</u></a>
10.1**	<a href="#"><u>Form of Subscription Agreement (incorporated by reference to Annex C to the Registration Statement on Form F-4 (File No. 333-266510), filed with the SEC on October 13, 2022).</u></a>
10.2**	<a href="#"><u>Sponsor Support Agreement, dated as of July 25, 2022 by and between Frazier Lifesciences Acquisition Corporation, NewAmsterdam Pharma Company B.V., NewAmsterdam Pharma Holding B.V. and certain investors (incorporated by reference to Annex D to the Registration Statement on Form F-4 (File No. 333-266510), filed with the SEC on October 13, 2022).</u></a>
10.3**	<a href="#"><u>Company Support Agreement, dated as of July 25, 2022 by and between Frazier Lifesciences Acquisition Corporation, NewAmsterdam Pharma Holding B.V., NewAmsterdam Pharma Company B.V., NewAmsterdam Pharma Investment Corporation and certain investors (incorporated by reference to Annex E to the Registration Statement on Form F-4 (File No. 333-266510), filed with the SEC on October 13, 2022).</u></a>
10.4**	<a href="#"><u>Form of Investor Support Agreement (incorporated by reference to Annex F to the Registration Statement on Form F-4 (File No. 333-266510), filed with the SEC on October 13, 2022).</u></a>
10.5*	<a href="#"><u>Investor Rights Agreement, dated November 22, 2022, by and among NewAmsterdam Pharma Company N.V. and certain of its shareholders.</u></a>
10.6**	<a href="#"><u>Form of Lock-up Agreement (incorporated by reference to Annex H to the Registration Statement on Form F-4 (File No. 333-266510), filed with the SEC on October 13, 2022).</u></a>
10.7**+	<a href="#"><u>Form of Director &amp; Officer Indemnity Agreement (incorporated by reference to Exhibit 10.7 to the Registration Statement on Form F-4 (File No. 333-266510), filed with the SEC on October 13, 2022).</u></a>
10.8**†	<a href="#"><u>License Agreement, dated June 23, 2022, between A. Menarini International Licensing S.A. and NewAmsterdam Pharma B.V (incorporated by reference to Exhibit 10.8 to the Registration Statement on Form F-4 (File No. 333-266510), filed with the SEC on October 13, 2022).</u></a>

## Table of Contents

<u>Exhibit No.</u>	<u>Description</u>
10.9**†	<a href="#"><u>Share Sale and Purchase Agreement, dated April 9, 2020, among Saga Investments Coöperatief U.A., NewAmsterdam Pharma B.V., and Dezima Pharma B.V. (incorporated by reference to Exhibit 10.9 to the Registration Statement on Form F-4 (File No. 333-266510), filed with the SEC on October 13, 2022).</u></a>
10.10**†	<a href="#"><u>Profit Right and Waiver Agreement, dated April 9, 2020, among NewAmsterdam Pharma B.V., Dezima Pharma B.V. and Mitsubishi Tanabe Pharma Corporation (incorporated by reference to Exhibit 10.10 to the Registration Statement on Form F-4 (File No. 333-266510), filed with the SEC on October 13, 2022).</u></a>
10.13*+	<a href="#"><u>NewAmsterdam Pharma Company N.V. Long-term Incentive Plan.</u></a>
10.14**+	<a href="#"><u>NewAmsterdam Pharma Company N.V. Rollover Option Plan (incorporated by reference to Exhibit 4.16 to the Shell Company Report on Form 20-F (File No. 001-41562), filed with the SEC on November 28, 2022).</u></a>
10.15*	<a href="#"><u>NewAmsterdam Pharma Company N.V. Supplementary Long-term Incentive Plan.</u></a>
21.1*	<a href="#"><u>Subsidiaries of NewAmsterdam Pharma Company N.V.</u></a>
23.1*	<a href="#"><u>Consent of NautaDutilh N.V. (included in Exhibit 5.1 to this Registration Statement).</u></a>
23.2*	<a href="#"><u>Consent of Covington &amp; Burling LLP (included in Exhibit 5.2 to this Registration Statement).</u></a>
23.3*	<a href="#"><u>Consent of WithumSmith+Brown, PC, independent registered accounting firm of Frazier Lifesciences Acquisition Corporation.</u></a>
23.4*	<a href="#"><u>Consent of Deloitte Accountants B.V., independent registered public accounting firm of NewAmsterdam Pharma Holding B.V.</u></a>
23.5*	<a href="#"><u>Consent of Deloitte Accountants B.V., independent registered public accounting firm of NewAmsterdam Pharma Company B.V.</u></a>
24*	<a href="#"><u>Power of Attorney (included on the signature page hereto).</u></a>
107*	<a href="#"><u>Calculation of Filing Fee Table.</u></a>

\* Filed herewith.

\*\* Incorporated by reference to the Company's Registration Statement on Form F-4 and the proxy statement/prospectus included therein (File No. 333-266510) and filed with the SEC on October 13, 2022.

+ Indicates management contract or compensatory plan.

† Certain information has been excluded from the exhibit because it both (i) is not material and (ii) would likely cause competitive harm to the Registrant if publicly disclosed.

### (b) Financial Statement Schedules.

All schedules have been omitted because they are not required, are not applicable or the information is otherwise set forth in the financial statements or notes thereto.

## **Item 9. Undertakings.**

The undersigned Registrant hereby undertakes:

- (1) to file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:
  - (i) to include any prospectus required by Section 10(a)(3) of the Securities Act; to include any prospectus required by Section 10(a)(3) of the Securities Act;
  - (ii) to reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total

## Table of Contents

dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the SEC pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

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

provided, however, that paragraphs (1)(i), (1)(ii) and (1)(iii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the SEC by the Registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is part of the registration statement.

- (2) that, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof;
- (3) to remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering;
- (4) to file a post-effective amendment to the registration statement to include any financial statements required by "Item 8.A. of Form 20-F" at the start of any delayed offering or throughout a continuous offering. Financial statements and information otherwise required by Section 10(a)(3) of the Securities Act need not be furnished, provided that the Registrant includes in the prospectus, by means of a post-effective amendment, financial statements required pursuant to this paragraph (4) and other information necessary to ensure that all other information in the prospectus is at least as current as the date of those financial statements. Notwithstanding the foregoing, a post-effective amendment need not be filed to include financial statements and information required by Section 10(a)(3) of the Securities Act or Item 8.A. of Form 20-F if such financial statements and information are contained in periodic reports filed with or furnished to the SEC by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in this registration statement;
- (5) that, for the purpose of determining liability under the Securities Act to any purchaser:
  - (i) if the Registrant is relying on Rule 430B: if the Registrant is relying on Rule 430B:
    - (A) each prospectus filed by the Registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and
    - (B) each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5), or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii), or (x) for the purpose of providing the information required by section 10(a) of the Securities Act shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify

## Table of Contents

any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date.

- (ii) if the registrant is subject to Rule 430C, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use; and
- (6) that, for the purpose of determining liability of the undersigned Registrant under the Securities Act to any purchaser in the initial distribution of the securities of the undersigned Registrant, the undersigned Registrant undertakes that in a primary offering of its securities pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:
- (i) any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;
  - (ii) any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;
  - (iii) the portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and
  - (iv) any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.
- (7) The undersigned Registrant hereby undertakes:
- (i) that for purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b) (1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective; and
  - (ii) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (8) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers, and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer, or controlling person of the registrant in the successful defense of any action, suit, or proceeding) is asserted by such director, officer, or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

## SIGNATURES

Pursuant to the requirements of the Securities Act, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form F-1 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Naarden, the Netherlands, on the 19th day of December, 2022.

**NewAmsterdam Pharma Company N.V.**

By: /s/ Michael Davidson

Name: Dr. Michael Davidson

Title: Chief Executive Officer and Executive Director

## Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Michael Davidson and Louise Kooij, each acting alone, as his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for such person and in his or her name, place and stead in any and all capacities, in connection with this registration statement, including to sign in the name and on behalf of the undersigned, this registration statement and any and all amendments thereto, including post-effective amendments and registrations filed pursuant to Rule 462 under the Securities Act of 1933, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto such attorneys-in-fact and agents, each acting alone, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or her substitute, may lawfully do or cause to be done by virtue hereof.

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:

<u>Name</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Michael Davidson</u> Dr. Michael Davidson	Chief Executive Officer and Executive Director <i>(Principal Executive Officer)</i>	12/19/2022
<u>/s/ Louise Kooij</u> Louise Kooij	Chief Financial Officer <i>(Principal Financial and Accounting Officer)</i>	12/19/2022
<u>/s/ Sander Slootweg</u> Sander Slootweg	Chairperson and Non-Executive Director	12/19/2022
<u>/s/ John Kastelein</u> Dr. John Kastelein	Non-Executive Director	12/19/2022
<u>/s/ Juliette Audet</u> Juliette Audet	Vice-Chairperson, Non-Executive Director	12/19/2022



---

[Table of Contents](#)

/s/ James N. Topper  
Dr. James N. Topper

Non-Executive Director

12/19/2022

/s/ Louis Lange  
Dr. Louis Lange

Non-Executive Director

12/19/2022

**AUTHORIZED REPRESENTATIVE**

Pursuant to the requirement of the Securities Act, the undersigned, the duly undersigned representative in the United States of NewAmsterdam Pharma Company N.V., has signed this registration statement in the United States, on the 19th day of December, 2022.

**NewAmsterdam Pharma Corporation**

By: /s/ Michael Davidson

Name: Dr. Michael Davidson

Title: President

## WARRANT

## ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT

This Assignment, Assumption and Amendment Agreement (this “**Agreement**”) is made as of November 22, 2022, by and among Frazier Lifesciences Acquisition Corporation, a Cayman Islands exempted company (“**FLAC**”), NewAmsterdam Pharma Company N.V., a public limited liability company (*naamloze vennootschap*) incorporated under the laws of the Netherlands (“**Holdco**”), and Continental Stock Transfer & Trust Company, a New York limited purpose trust company, as warrant agent (the “**Warrant Agent**”).

**WHEREAS**, FLAC and the Warrant Agent are parties to that certain Warrant Agreement, dated as of December 8, 2020, and the form of which was filed with the United States Securities and Exchange Commission on November 20, 2020 (the “**Existing Warrant Agreement**”);

**WHEREAS**, capitalized terms used herein, but not otherwise defined, shall have the meanings given to such terms in the Existing Warrant Agreement;

**WHEREAS**, pursuant to the Existing Warrant Agreement, FLAC issued (i) 167,000 private placement warrants to the Sponsor (collectively, the “**Private Placement Warrants**”) to purchase FLAC’s Class A ordinary shares, par value \$0.0001 per share (“**Class A Shares**”), with each Private Placement Warrant being exercisable for one Class A Share and with an exercise price of \$11.50 per share, and (ii) 4,600,000 warrants as part of the units issued to public investors in the Offering (the “**Public Warrants**” and together with the Private Placement Warrants, the “**Warrants**”) to purchase Class A Shares, with each whole Public Warrant being exercisable for one Class A Share and with an exercise price of \$11.50 per share;

**WHEREAS**, all of the Warrants are governed by the Existing Warrant Agreement;

**WHEREAS**, on July 25, 2022, Holdco, FLAC, NewAmsterdam Pharma Investment Corporation, a Cayman Islands exempted company (“**Merger Sub**”) and NewAmsterdam Pharma Holding B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands, entered into that certain Business Combination Agreement (“**BCA**”);

**WHEREAS**, pursuant to the BCA, the parties thereto agreed to enter into a business combination as part of which, among other things, Merger Sub will merge with and into FLAC, with FLAC surviving such merger as a wholly-owned subsidiary of Holdco (the “**Merger**”) and in such Merger, each Warrant that is outstanding immediately prior to the effective date of the Merger (as determined in accordance with the applicable terms and conditions set forth in the BCA, the “**Effective Date**”) shall automatically cease to represent a right to acquire Class A Shares and shall, subject to the terms and conditions set forth in the BCA and in this Agreement, automatically represent, immediately following the Effective Date, a right to acquire ordinary shares in the share capital of Holdco (“**Holdco Shares**”) on the same contractual terms and conditions as were in effect immediately prior to the Effective Date under the Existing Warrant Agreement (the “**Warrant Exchange**”);

**WHEREAS**, the Board of Directors of FLAC has determined that the consummation of the transactions contemplated by the BCA will constitute a Business Combination for the purposes of the Existing Warrant Agreement;

**WHEREAS**, the Warrant Exchange in connection with such Business Combination is permitted under Section 4.5 of the Existing Warrant Agreement and does not require the consent of any Registered Holders;

**WHEREAS**, Section 9.8 of the Existing Warrant Agreement provides that FLAC and the Warrant Agent may amend the Existing Warrant Agreement without the consent of any Registered Holders for the purpose of curing any ambiguity, or correcting any mistake or defective provision contained therein or adding or changing any other provisions with respect to matters or questions arising under the Existing Warrant Agreement as FLAC and the Warrant Agent may deem necessary or desirable and that FLAC and the Warrant Agent deem shall not adversely affect the interest of the Registered Holders; and

**WHEREAS**, in connection with the Merger and the Warrant Exchange, FLAC desires to assign all of its right, title and interest in the Existing Warrant Agreement to Holdco and Holdco wishes to accept such assignment.

**NOW, THEREFORE**, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows.

1. Assignment and Assumption; Consent.

1.1 Assignment and Assumption. FLAC hereby assigns to Holdco all of FLAC's right, title and interest in and to the Existing Warrant Agreement (as amended hereby) as of the Effective Date and Holdco hereby assumes, and agrees to pay, perform, satisfy and discharge in full, as the same become due, all of FLAC's liabilities and obligations under the Existing Warrant Agreement (as amended hereby) arising from and after the Effective Date.

1.2 Consent. The Warrant Agent hereby consents to the assignment of the Existing Warrant Agreement by FLAC to Holdco pursuant to Section 1.1 hereof effective as of the Effective Date, and the assumption of the Existing Warrant Agreement by Holdco from FLAC pursuant to Section 1.1 hereof effective as of the Effective Date, and to the continuation of the Existing Warrant Agreement in full force and effect from and after the Effective Date, subject at all times to the Existing Warrant Agreement (as amended hereby) and to all of the provisions, covenants, agreements, terms and conditions of the Existing Warrant Agreement and this Agreement.

2. Amendment of Existing Warrant Agreement. FLAC and the Warrant Agent hereby amend the Existing Warrant Agreement as provided in this Section 2, effective as of the Effective Date, and acknowledge and agree that the amendments to the Existing Warrant Agreement set forth in this Section 2 are necessary or desirable and that such amendments do not adversely affect the interests of the Registered Holders.

2.1 Preamble. The preamble on page one of the Existing Warrant Agreement is hereby amended by deleting “Frazier Lifesciences Acquisition Corporation, a Cayman Islands exempted company” and replacing it with “NewAmsterdam Pharma Company N.V., a public limited liability company (*naamloze vennootschap*) incorporated under the laws of the Netherlands.” As a result thereof, all references to the “Company” in the Existing Warrant Agreement shall be references to NewAmsterdam Pharma Company N.V. rather than Frazier Lifesciences Acquisition Corporation.

2.2 Reference to Holdco Shares. All references to “Ordinary Shares” or “Class A ordinary shares” in the Existing Warrant Agreement (including all Exhibits thereto) shall mean “ordinary shares in the share capital of Holdco.”

2.3 Exercise Period. For purposes of the determination of the Exercise Period pursuant to Section 3.2 of the Existing Warrant Agreement as a result of the Merger, references to “the date on which the Company completes its initial Business Combination” shall be references to the “Final Closing Date,” as such term is defined in the BCA.

2.4 Notice. The address for notices to the Company set forth in Section 9.2 of the Existing Warrant Agreement is hereby amended and restated in its entirety as follows:

Gooimeer 2-35  
1411 DC Naarden  
The Netherlands  
Attention: Louise Kooij  
Email:

### 3. Miscellaneous Provisions.

3.1 Effectiveness of Warrant. Each of the parties hereto acknowledges and agrees that the effectiveness of this Agreement shall be expressly subject to the occurrence of the Merger and shall automatically be terminated and shall be null and void if the BCA shall be terminated for any reason.

3.2 Successors. All the covenants and provisions of this Agreement by or for the benefit of Holdco or the Warrant Agent shall bind and inure to the benefit of their respective successors and assigns.

3.3 Severability. This Agreement shall be deemed severable, and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of this Agreement or of any other term or provision hereof. Furthermore, in lieu of any such invalid or unenforceable term or provision, the parties hereto intend that there shall be added as a part of this Agreement a provision as similar in terms to such invalid or unenforceable provision as may be possible and be valid and enforceable.

3.4 Applicable Law. The validity, interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of New York, without giving effect to conflict of law principles that would result in the application of the substantive laws of another jurisdiction. The parties hereby agree that any action, proceeding or claim against a party arising out of or relating in any way to this Agreement shall be brought and enforced in the courts of the State of New York or the United States District Court for the Southern District of New York, and irrevocably submits to such jurisdiction, which jurisdiction shall be exclusive. Each of the parties hereby waives any objection to such exclusive jurisdiction and that such courts represent an inconvenient forum.

3.5 Examination of the Warrant Agreement. A copy of this Agreement shall be available at all reasonable times at the office of the Warrant Agent in the Borough of Manhattan, City and State of New York, for inspection by the registered holder of any Warrant. The Warrant Agent may require any such holder to submit his Warrant for inspection by it.

3.6 Counterparts. This Agreement may be executed in any number of original or facsimile counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

3.7 Effect of Headings. The section headings herein are for convenience only and are not part of this Agreement and shall not affect the interpretation thereof.

3.8 Entire Agreement. This Agreement and the Existing Warrant Agreement, as modified by this Agreement, constitutes the entire understanding of the parties and supersedes all prior agreements, understandings, arrangements, promises and commitments, whether written or oral, express or implied, relating to the subject matter hereof, and all such prior agreements, understandings, arrangements, promises and commitments are hereby canceled and terminated.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, FLAC, Holdco and the Warrant Agent have duly executed this Agreement, all as of the date first written above.

**FRAZIER LIFESCIENCES ACQUISITION CORPORATION**

By: /s/ James M. Topper  
Name: James M. Topper  
Title: Chief Executive Officer

**NEWAMSTERDAM PHARMA COMPANY B.V.**

By: /s/ Michael Davidson  
Name: Michael Davidson  
Title: Chief Executive Officer

**CONTINENTAL STOCK TRANSFER & TRUST COMPANY**

By: /s/ Margaret B. Lloyd  
Name: Margaret B. Lloyd  
Title: Vice President

[Signature Page to Warrant Assignment, Assumption and Amendment Agreement]



P.O. Box 7113  
1007 JC Amsterdam  
Beethovenstraat 400  
1082 PR Amsterdam  
T +31 20 71 71 000  
F +31 20 71 71 111

Amsterdam, December 19, 2022.

To the Company:

We have acted as legal counsel as to Dutch law to the Company in connection with the filing of the Registration Statement with the SEC. 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 connection with this opinion letter.

In rendering the opinions expressed in this opinion letter, we have reviewed and relied upon copies of the Reviewed Documents, a draft of the Registration Statement and pdf copies of the Corporate Documents and we have assumed that the Reviewed Documents have been entered into, and the Awards made under the Plan have been made, 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, securitisation 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, the Registration Statement, the Plan or the Corporate Documents subsequent to the date of this opinion letter.

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.



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. 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 Registration Statement has been or will be declared effective by the SEC in the form reviewed by us;
- d. at each Relevant Moment (other than a Relevant Moment when Ordinary Shares were issued pursuant to a B.V. Deed of Issue), Ordinary Shares have been and shall be, as applicable, admitted for trading on a regulated market, a multilateral trading facility or a comparable trading system outside the European Economic Area as referred to in Section 2:86c(1) DCC;
- 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, (ii) the Previous Articles were the Articles of Association in force at the time of execution of each B.V. Deed of Issue, and (iii) the Current Articles were and shall be, as applicable, the Articles of Association in force at each Relevant Moment (other than a Relevant Moment when Ordinary Shares were issued pursuant to a duly completed and executed B.V. Deed of Issue);

- f. (i) at each Relevant Moment, the resolutions recorded in the Resolutions were and shall be, as applicable, in full force and effect, (ii) at each Relevant Moment, the factual statements made and the confirmations given in the Resolutions and in each Deed of Issue were and shall be, as applicable, complete and correct, and (iii) the Resolutions correctly reflect the resolutions recorded therein;
- g. at each Relevant Moment following the date of this opinion letter, the authorised share capital (*maatschappelijk kapitaal*) of the Company shall allow for the issuance of the relevant Warrant Shares or Plan Shares, as applicable;
- h. the exercise price for any Warrants at least equals the aggregate nominal value of the underlying Warrant Shares, and any such exercise price shall have been paid in cash or otherwise satisfied as provided for in the relevant Warrant Agreement and shall have been received and accepted by the Company ultimately upon the issuance of the relevant Warrant Shares and, where relevant, the Company shall have consented to payment in a currency other than Euro;
- i. each Deed of Issue has been validly signed and executed on behalf of the Company and, with respect to each B.V. Deed of Issue, on behalf of each other party thereto;
- j. (i) any contribution in kind (*inbreng anders dan in geld*) on the Registered Shares consisting of assets not governed by Netherlands law have been validly contributed and transferred to, and have been validly accepted by, the Company in satisfaction of the obligation to pay up such Registered Shares in full in accordance with applicable law (other than Netherlands law), (ii) any formalities stipulated by applicable law (other than Netherlands law) in respect of any such contribution has been complied with, and (iii) the value of any contribution in kind on the Registered Shares is sufficient to pay up such Registered Shares in full;
- k. the Warrants (i) have 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 thereof;

- l. each (i) issuance of Warrants and Registered Shares, and (ii) offering of Awards, in each case to the extent made in the Netherlands, has been, is and will be made in conformity with the Prospectus Regulation, the PRIIPs Regulation and the rules promulgated thereunder;
- m. at each Relevant Moment when Plan Shares are issued, the relevant Award(s) (i) have 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 or settled, as applicable, (iii) shall have been validly exercised or settled, as applicable, in accordance with the terms and conditions applicable to such Award(s) and (iv) any pre-emption rights in respect of such Award(s) shall have been validly excluded by the corporate body authorized to do so; and
- n. at each Relevant Moment when Warrant Shares or Plan Shares are issued, each holder of the relevant Warrant(s) or Award(s), as applicable, shall be an individual who has not (i) deceased, (ii) had his/her assets placed under administration (*onder bewind gesteld*), (iii) been declared bankrupt (*failliet verklaard*), (iv) been granted a suspension of payments (*surseance van betaling verleend*), or (v) been made subject to similar proceedings in any jurisdiction or otherwise been limited in the power to dispose of his/her assets.

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 duly incorporated as a *besloten vennootschap met beperkte aansprakelijkheid* and is validly existing as a *naamloze vennootschap*.

#### **Corporate Power**

2. The Company has taken all corporate action required by its Previous Articles and Dutch law in connection with (i) the entering into the Warrant Assumption Agreement, and (ii) the assumption of the Warrants.

#### **Resale Shares**

3. The Resale Shares have been validly issued pursuant to the relevant Deed of Issue and are fully paid and non-assessable.

**Warrant Shares**

4. When issued and accepted pursuant to the exercise of one or more Warrants in accordance with the Resolutions and the Warrant Agreement, the underlying Warrant Shares will have been validly issued and, subject to receipt by the Company of payment in full for (or otherwise satisfaction of) the exercise price for such Warrants as provided for in the Warrant Agreement, shall be fully paid and non-assessable.

**Plan Shares**

5. Subject to receipt by the Company of payment in full for, or other satisfaction of the issue price of, the Plan Shares in accordance with the Plan, and when issued and accepted in accordance with the Plan, the Plan Shares 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 Previous Articles and the Current Articles, we have no reason to believe that, by entering into the Deeds of Issue, the Company has transgressed 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 company such as the Company 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 and the contents of the Plan, we have no reason to believe that the Company or its subsidiaries have violated or will violate, as the case may be, Section 2:98c DCC in connection with the issue of the Registered 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. rules relating to Insolvency Proceedings or similar proceedings under a foreign law and other rules affecting 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 Dutch Sanctions Act 1977 (*Sanctiewet 1977*) or other legislation;
  - e. the Anti-Boycott Regulation, Anti Money Laundering Laws and related legislation;
  - f. any intervention, recovery or resolution measure by any regulatory or other authority or governmental body in relation to financial enterprises or their affiliated entities; and

- g. 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/ Nauta Dutilh N.V.  
NautaDutilh N.V.

**EXHIBIT A  
LIST OF DEFINITIONS**

<b>“Anti Money Laundering Laws”</b>	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> ).
<b>“Anti-Boycott Regulation”</b>	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.
<b>“Articles of Association”</b>	The Company’s articles of association ( <i>statuten</i> ) as they read from time to time.
<b>“Awards”</b>	Rights to subscribe for Ordinary Shares pursuant to the terms and conditions of the Plan and granted pursuant to the relevant Resolutions.
<b>“Bankruptcy Code”</b>	The Dutch Bankruptcy Code ( <i>Faillissementswet</i> ).
<b>“Board”</b>	The Company’s board of directors ( <i>bestuur</i> ).
<b>“B.V. Deeds of Issue”</b>	The executed notarial deeds of issue of Ordinary Shares, each dated November 21, 2022, pursuant to which 36,258,312 Ordinary Shares were issued.
<b>“Commercial Register”</b>	The Dutch Commercial Register ( <i>handelsregister</i> ).
<b>“Company”</b>	NewAmsterdam Pharma Company N.V., registered with the Commercial Register under number 86649051.
<b>“Corporate Documents”</b>	The Deed of Incorporation, the Deed of Conversion, the Previous Articles, the Current Articles and the Resolutions.

“Current Articles”	The Articles of Association as contained in the Deed of Conversion.
“DCC”	The Dutch Civil Code ( <i>Burgerlijk Wetboek</i> ).
“Deed of Conversion”	The deed of conversion and amendment to the Articles of Association dated November 21, 2022.
“Deed of Incorporation”	The Company’s deed of incorporation ( <i>akte van oprichting</i> ) dated June 10, 2022.
“Deed of Issue”	Each B.V. Deed of Issue and each N.V. Deed of Issue.
“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> ).
“Insolvency Proceedings”	Any insolvency proceedings within the meaning of Regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings (recast), as amended by Regulation (EU) 2021/2260 of the European Parliament and of the Council of 15 December 2021, listed in Annex A thereto and any statutory proceedings for the restructuring of debts ( <i>akkoordprocedure</i> ) pursuant to the Bankruptcy Code.
“NautaDutilh”	NautaDutilh N.V.
“the Netherlands”	The European territory of the Kingdom of the Netherlands and “ <b>Dutch</b> ” is in or from the Netherlands.



<b>“N.V. Deeds of Issue”</b>	The signed private deeds of issue of Ordinary Shares, dated: a. November 21, 2022, pursuant to which 8,656,330 Ordinary Shares were issued; and b. November 22, 2022, pursuant to which 36,645,138 Ordinary Shares were issued.
<b>“Ordinary Shares”</b>	Ordinary shares in the Company’s capital, with a nominal value of EUR 0.12 each.
<b>“Plan”</b>	The Company’s rollover option plan as adopted on November 22, 2022.
<b>“Plan Shares”</b>	1,736,545 Ordinary Shares to be issued under the Plan upon the valid exercise of an Award.
<b>“Previous Articles”</b>	The Articles of Association as contained in the Deed of Incorporation.
<b>“PRIIPs Regulation”</b>	Regulation (EU) No 1286/2014 of the European Parliament and of the Council of 26 November 2014 on key information documents for packaged retail and insurance-based investment products (PRIIPs).
<b>“Prospectus Regulation”</b>	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.
<b>“Registered Shares”</b>	(i) The Resale Shares, (ii) the Warrant Shares, and (iii) the Plan Shares.
<b>“Registration Statement”</b>	The Company’s registration statement on Form F-1 filed or to be filed with the SEC in connection with the registration of the relevant Registered Shares in the form reviewed by us.

<b>“Relevant Moment”</b>	Each time the Registered Shares were issued pursuant to the respective Deeds of Issue, as well as each time when Warrant Shares or Plan Shares shall be issued pursuant to the exercise of one or more Warrants or Awards, as the case may be.
<b>“Resale Shares”</b>	72,325,642 Ordinary Shares referred to in the respective Deed of Issue and being registered for resale pursuant to the Registration Statement.
<b>“Resolutions”</b>	Each of the following: <b>a.</b> the written resolutions of the Board, dated July 25, 2022 and November 21, 2022; and <b>b.</b> the written resolutions of the General Meeting, dated July 25, 2022 and November 21, 2022.
<b>“Reviewed Documents”</b>	The B.V. Deed of Issue, each N.V. Deed of Issue, the Warrant Agreement, the Warrant Assumption Agreement.
<b>“SEC”</b>	The United States Securities and Exchange Commission.
<b>“Warrant Agreement”</b>	The warrant agreement dated as of December 8, 2020 by and between Frazier Lifesciences Acquisition Corporation and Continental Stock Transfer & Trust Company, as amended by the Warrant Assumption Agreement and assumed by the Company and the other parties named therein.
<b>“Warrant Assumption Agreement”</b>	The assignment, assumption and amendment agreement, dated as of November 22, 2022 by and between Frazier Lifesciences Acquisition Corporation, the Company and Continental Stock Transfer & Trust Company.

“Warrants”	The right to acquire Warrant Shares pursuant to the Warrant Agreement, the Warrant Assumption Agreement and the Resolutions.
“Warrant Shares”	4,767,000 Ordinary Shares to be issued upon the valid exercise of the Warrants.

## COVINGTON

BEIJING BRUSSELS DUBAI FRANKFURT JOHANNESBURG  
LONDON LOS ANGELES NEW YORK PALO ALTO  
SAN FRANCISCO SEOUL SHANGHAI WASHINGTON

Covington & Burling LLP  
The New York Times Building  
620 Eighth Avenue  
New York, NY 10018-1405  
T +1 212 841 1000

December 19, 2022

NewAmsterdam Pharma Company N.V.  
Gooimeer 2-35  
1411 DC Naarden  
The Netherlands

Ladies &amp; Gentlemen:

We have acted as U.S. counsel to NewAmsterdam Pharma Company N.V., a public limited liability company (*naamloze vennootschap*), incorporated under the laws of the Netherlands with its corporate seat in Naarden and registered office at Gooimeer 2-35, 1411 DC Naarden, the Netherlands, and registered with the Dutch trade register under number 86649051 (the “Company”), in connection with the registration by the Company under the Securities Act of 1933, as amended (the “Securities Act”), pursuant to the Company’s Registration Statement on Form F-1, which is being filed with the Securities and Exchange Commission (the “Commission”) on the date hereof (the “Registration Statement”), of (a) the issuance of ordinary shares in the share capital of the Company (the “Ordinary Shares”) and (b) the resale of Ordinary Shares and up to 167,000 warrants (the “Private Placement Warrants”) originally issued in a private placement by Frazier Lifesciences Acquisition Corporation, a Cayman Islands exempted company (“FLAC”), and assumed by the Company pursuant to the Warrant Assumption Agreement, dated November 22, 2022 (the “Warrant Assumption Agreement”), by and among FLAC, the Company and Continental Stock Transfer & Trust Company (“Continental”), now held by certain shareholders of the Company, as follows:

- (i) the issuance of up to 1,736,545 Ordinary Shares upon the exercise of options to purchase Ordinary Shares issued certain entities affiliated with our executive officers;
- (ii) the resale of up to 77,092,642 Ordinary Shares; and
- (iii) the resale of the Private Placement Warrants.

We have reviewed the (i) Business Combination Agreement, dated as of July 25, 2022 (the “Business Combination Agreement”), by and among the Company, NewAmsterdam Pharma Holding B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), incorporated under the laws of the Netherlands, FLAC, and NewAmsterdam Pharma Investment Corporation, a Cayman Islands exempted company, (ii) Warrant Agreement, dated December 8, 2020, by and between FLAC and Continental, (iii) Warrant Assumption Agreement, pursuant to which, among other things, each outstanding warrant to purchase a FLAC Class A Ordinary Share became a warrant to purchase one Ordinary Share on substantially the same contractually terms and conditions as were in effect immediately prior to the date on which the Merger (as defined in the Business Combination Agreement) became effective and (iv) form of Specimen Warrant Certificate, filed as Exhibit 4.2 to the Registration

Statement (collectively, the “Documents”). We have also reviewed such corporate records, certificates and other documents, and such questions of law, as we have considered necessary or appropriate for the purposes of this opinion. We have assumed that all signatures are genuine, that all documents submitted to us as originals are authentic and that all copies of documents submitted to us conform to the originals.

We have assumed further that (i) the Company is a corporation duly organized, validly existing and in good standing under the law of the Netherlands and had all legal right, power and authority necessary (A) to issue the Private Placement Warrants and (B) to execute, deliver and perform its obligations under the Documents, (ii) the issuance and sale of the Private Placement Warrants and the execution, delivery and performance by the Company of its obligations under the Documents have been duly authorized by the Company, and (iii) the Warrants have been duly executed and delivered in accordance with the Business Combination Agreement and the Warrant Assumption Agreement and the Warrants have been duly issued as contemplated in the registration statement on Form F-4 (File No. 333-266510), filed pursuant to the Securities Act, with the Commission on October 13, 2022. We have assumed further that the execution and delivery of the Documents by the Company and the performance by the Company of its obligations thereunder will not violate or contravene any judgment, order, decree or permit issued by any court, arbitrator or governmental or regulatory authority, or conflict with or result in the breach of, or constitute a default under, any contract or other instrument binding on or affecting the Company or any of its properties or assets.

We have made no investigation for the purpose of verifying the assumptions set forth herein.

We have relied as to certain matters on information obtained from public officials, officers of the Company, and other sources believed by us to be responsible.

Based upon the foregoing, we are of the opinion that subject to the qualifications set forth below, when the Registration Statement has become effective under the Securities Act, the Private Placement Warrants, insofar as they are governed by the law of the State of New York, constitute the valid and binding obligations of the Company, enforceable against the Company in accordance with their terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws of general applicability relating to or affecting creditors’ rights and to general equity principles.

The foregoing opinion is subject to the following qualifications:

We express no opinion as to: (i) waivers of defenses, subrogation and related rights, rights to trial by jury, rights to object to venue, or other rights or benefits bestowed by operation of law; (ii) releases or waivers of unmatured claims or rights; or (iii) indemnification, contribution, exculpation, or arbitration provisions, or provisions for the non-survival of representations, to the extent they purport to indemnify any party against, or release or limit any party’s liability for, its own breach or failure to comply with statutory obligations, or to the extent such provisions are contrary to public policy.

We are members of the bar of New York. We do not express any opinion herein on any laws other than the law of the State New York.

We hereby consent to the filing of this opinion as Exhibit 5.2 to the to the Registration Statement. We also hereby consent to the reference to our firm under the heading “Legal Matters” in the Registration Statement. In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act.

Very truly yours,

/s/ Covington & Burling LLP

## INVESTOR RIGHTS AGREEMENT

THIS INVESTOR RIGHTS AGREEMENT (this “**Agreement**”), dated as of November 22, 2022, is made and entered into by and among NewAmsterdam Pharma Company N.V., a public limited liability company (*naamloze vennootschap*) incorporated under the laws of the Netherlands (“**Holdco**”) and the parties listed as Investors on Schedule I hereto (collectively with the any person or entity who hereafter becomes a party to this Agreement pursuant to Section 6.2 or Section 6.11 of this Agreement, the “**Investors**” and each, a “**Investor**”).

## RECITALS

**WHEREAS**, Frazier Lifesciences Acquisition Corporation, a blank check company incorporated as a Cayman Islands exempted company (“**FLAC**”), Holdco, NewAmsterdam Pharma Holding B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands (the “**Company**”), and NewAmsterdam Pharma Investment Corporation, a Cayman Islands exempted company and a direct wholly-owned subsidiary of Holdco (“**Merger Sub**”), have entered into that certain Business Combination Agreement, dated as of July 25, 2022 (as it may be amended, supplemented or otherwise modified from time to time, the “**Business Combination Agreement**”), pursuant to which, among other things, (i) each Company Shareholder (as defined in the Business Combination Agreement) of the Company will exchange his, her or its shares of the Company for ordinary shares in the share capital of Holdco (the “**Ordinary Shares**”) on the terms and subject to the conditions therein (the “**Exchange**”) and (ii) Merger Sub will merge with and into FLAC, with FLAC surviving as a wholly-owned subsidiary of Holdco, on the terms and subject to the conditions therein (the “**Merger**”);

**WHEREAS**, FLAC, Frazier Lifesciences Sponsor LLC, a Cayman Islands limited liability company (the “**Sponsor**”), and Robert F. Baltera, Michael F. Bigham, Carol Gallagher, David Topper and Krishna R. Polu (together with the Sponsor, the “**FLAC Investors**”) are party to that certain Registration and Shareholder Rights Agreement, dated as of December 8, 2020 (the “**Prior FLAC Agreement**”);

**WHEREAS**, as of the date of this Agreement, the FLAC Investors hold 3,450,000 shares of Class B ordinary shares, par value \$0.0001 per share, of FLAC (collectively, the “**Founder Shares**”);

**WHEREAS**, the Founder Shares will automatically convert into FLAC’s Class A ordinary shares at the time of the initial Business Combination (as defined in the Prior FLAC Agreement) on a one-for-one basis, subject to adjustment, on the terms and conditions provided in FLAC’s amended and restated memorandum and articles of association, as the same may be amended from time, and will be exchanged for Ordinary Shares in connection with the Merger;

**WHEREAS**, the Company is party to that certain Fully Amended and Restated Shareholders’ Agreement, dated as of January 11, 2021, as amended by the Amendment dated as of March 15, 2021 and the Second Amendment dated July 6, 2021, by and among the Company and certain investors listed therein (the “**Prior Company Agreement**” and together with the Prior FLAC Agreement, the “**Prior Agreements**”);

**WHEREAS**, certain investors (“**Company Investors**”) hold ownership interests in the Company, consisting of ordinary shares (“**Company Ordinary Shares**”) and shares designated as Series A preferred shares (“**Company Series A Preferred Shares**”) and together with Company Ordinary Shares, the “**Company Shares**”); and

**WHEREAS**, FLAC and the Company desire to terminate the Prior Agreements to provide for the terms and conditions included herein.

**NOW, THEREFORE**, in consideration of the representations, covenants and agreements contained herein, and certain other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

## **ARTICLE I** **DEFINITIONS**

1.1 **Definitions.** The terms defined in this Article I shall, for all purposes of this Agreement, have the respective meanings set forth below:

“**Additional Investor**” shall have the meaning given in Section 6.10.

“**Additional Investor Ordinary Shares**” shall have the meaning given in Section 6.10.

“**Adverse Disclosure**” shall mean any public disclosure of material non-public information, which disclosure, in the good faith judgment of the Chief Executive Officer or the Chief Financial Officer of Holdco, after consultation with counsel to Holdco, (i) would be required to be made in any Registration Statement or Prospectus in order for the applicable Registration Statement or Prospectus not to contain a Misstatement, (ii) would not be required to be made at such time if the Registration Statement were not being filed, declared effective or used, as the case may be, (iii) is such that Holdco has a *bona fide* business purpose for not making such information public, and (iv) (a) would be reasonably likely to have an adverse impact on Holdco, (b) could reasonably be expected to have a material adverse effect on Holdco’s ability to effect a material proposed acquisition, disposition, financing, reorganization, recapitalization or similar transaction or (c) relates to information the accuracy of which has yet to be determined by Holdco or which is the subject of an ongoing investigation or inquiry; provided that Holdco takes all reasonable action as necessary to promptly make such determination and conclude such investigation or inquiry.

“**Agreement**” shall have the meaning given in the Preamble hereto.

“**Block Trade**” shall have the meaning given in Section 2.4.1.

“**Board**” shall mean the Board of Directors of Holdco.

“**Business Combination Agreement**” shall have the meaning given in the Recitals hereto.

“**Closing**” shall have the meaning given in the Business Combination Agreement.

“**Commission**” shall mean the U.S. Securities and Exchange Commission.



“**Company**” shall have the meaning given in the Preamble hereto.

“**Company Investor Affiliate**” means any Person who directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, the Company Investor, or in case of an investment fund, its investment manager and/or advisor or an investment fund that is managed and/or advised by an entity that is under common Control with one of the foregoing.

“**Company Investors**” shall have the meaning given in the Preamble hereto.

“**Control**” means, in relation to any Person, (i) direct, indirect or beneficial ownership of the majority of the voting rights and/or capital interests in such Person, (ii) the power, directly or indirectly, to designate, nominate or remove more than half of the members of the board of directors, management board, supervisory board or similar corporate body of such Person, and/or (iii) the power, directly or indirectly, whether by contract or otherwise, to direct or cause the direction of the management, the affairs, the policies and/or investment decisions of such Person and the terms “Controlled” and “Controlling” have meanings correlative thereto.

“**Demanding Investor**” shall have the meaning given in Section 2.1.4.

“**EDGAR**” shall have the meaning given in Section 3.1.3.

“**Exchange**” shall have the meaning given in the Recitals hereto.

“**Exchange Act**” shall mean the Securities Exchange Act of 1934, as it may be amended from time to time.

“**Final Closing Date**” shall have the meaning given in the Business Combination Agreement.

“**FLAC**” shall have the meaning given in the Preamble hereto.

“**FLAC Investors**” shall have the meaning given in the Preamble hereto.

“**Form F-1 Shelf**” shall have the meaning given in Section 2.1.1.

“**Form F-3 Shelf**” shall have the meaning given in Section 2.1.1.

“**Founder Shares**” shall have the meaning given in the Preamble hereto.

“**Holdco**” shall have the meaning given in the Preamble hereto and includes Holdco’s successors by recapitalization, merger, consolidation, spin-off, reorganization or similar transaction.

“**Holdco Equity Incentive Plan**” shall have the meaning given in the Business Combination Agreement.

“**Investor Information**” shall have the meaning given in Section 4.1.2.

“**Investors**” shall have the meaning given in the Preamble hereto, for so long as such person or entity holds any Registrable Securities.

“**Joinder**” shall have the meaning given in Section 6.10.

“**Lock-up**” shall have the meaning given in Section 5.1.

“**Lock-up Parties**” shall mean, as applicable, the Investors and their respective Permitted Transferees.

“**Lock-up Period**” shall mean:

(A) with respect to each Company Investor:

(i) with respect to 50% of the Ordinary Shares held by such Company Investor, the period beginning on the Final Closing Date and ending on the earlier of: (a) the date that is six (6) months after the Final Closing Date; (b) the date on which the closing price of an Ordinary Share equals or exceeds \$12.00 per share (as adjusted for share sub-divisions, share capitalizations, reorganizations, recapitalizations and the like) for any twenty (20) trading days within any thirty (30)-trading day period commencing at least one hundred and fifty (150) days after the Final Closing Date; or (c) the date on which Holdco completes a liquidation, merger, share exchange, reorganization or other similar transaction that results in all Holdco’s shareholders having the right to exchange their Ordinary Shares for cash, securities or other property; and

(ii) with respect to the remaining 50% of the Ordinary Shares held by such Company Investor, the period beginning on the Final Closing Date and ending on the earlier of: (a) the date that is six (6) months after the Final Closing Date; or (b) the date on which Holdco completes a liquidation, merger, share exchange, reorganization or other similar transaction that results in all Holdco’s shareholders having the right to exchange their Ordinary Shares for cash, securities or other property; and

(B) with respect to each FLAC Investor:

(i) with respect to 50% of the Ordinary Shares held by such FLAC Investor, the period beginning on the Final Closing Date and ending on the earlier of: (a) the date that is one (1) year after the Final Closing Date; (b) the date on which the closing price of an Ordinary Share equals or exceeds \$12.00 per share (as adjusted for share sub-divisions, share capitalizations, reorganizations, recapitalizations and the like) for any twenty (20) trading days within any thirty (30)-trading day period commencing at least one hundred and fifty (150) days after the Final Closing Date; or (c) the date on which Holdco completes a liquidation, merger, share exchange, reorganization or other similar transaction that results in all Holdco’s shareholders having the right to exchange their Ordinary Shares for cash, securities or other property; and

(ii) with respect to the remaining 50% of the Ordinary Shares held by such FLAC Investor, the period beginning on the Final Closing Date and ending on the earlier of: (a) the date that is one (1) year after the Final Closing Date; or (b) the date on which Holdco completes a liquidation, merger, share exchange, reorganization or other similar transaction that results in all Holdco's shareholders having the right to exchange their Ordinary Shares for cash, securities or other property.

**"Lock-up Shares"** shall mean the Ordinary Shares and any other equity securities convertible into or exercisable or exchangeable for the Ordinary Shares (including, without limitation, any Private Placement Warrants, existing Company Options (as defined in the Business Combination Agreement) and/or awards issued under the Holdco Equity Incentive Plan) held by the Sponsor or Company Investors immediately following the Closing (other than the PIPE Shares or Ordinary Shares acquired in the public market).

**"Maximum Number of Securities"** shall have the meaning given in Section 2.1.5.

**"Merger"** shall have the meaning given in the Recitals hereto.

**"Merger Sub"** shall have the meaning given in the Recitals hereto.

**"Minimum Takedown Threshold"** shall have the meaning given in Section 2.1.4.

**"Misstatement"** shall mean an untrue statement of a material fact or an omission to state a material fact required to be stated in a Registration Statement or Prospectus or necessary to make the statements in a Registration Statement or Prospectus (in the case of a Prospectus, in the light of the circumstances under which they were made) not misleading.

**"Ordinary Shares"** shall have the meaning given in the Preamble hereto.

**"Other Coordinated Offering"** shall have the meaning given in Section 2.4.1.

**"Permitted Transferees"** shall mean with respect to the Investors and their respective Permitted Transferees, (i) prior to the expiration of the Lock-up Period, any person or entity to whom such Investor is permitted to transfer such Registrable Securities prior to the expiration of the Lock-up Period pursuant to Section 5.2 and (ii) after the expiration of the Lock-up Period, any person or entity to whom such Investor is permitted to transfer such Registrable Securities, subject to and in accordance with any applicable agreement between such Investor and/or their respective Permitted Transferees and Holdco and any transferee thereafter.

**"Person"** means an individual, partnership, corporation, limited liability company, joint stock company, unincorporated organization or association, trust, joint venture, investment fund, foundation or other similar entity, whether or not a legal entity.

**"Piggyback Registration"** shall have the meaning given in Section 2.2.1.

“**PIPE Shares**” shall mean the Ordinary Shares acquired by any Company Investor in connection with such Company Investor’s participation in the PIPE Financing, as defined in the Business Combination Agreement.

“**Prior Agreements**” shall have the meaning given in the Preamble hereto.

“**Prior Company Agreement**” shall have the meaning given in the Preamble hereto.

“**Prior FLAC Agreement**” shall have the meaning given in the Preamble hereto.

“**Private Placement Warrants**” shall mean the warrants held by certain FLAC Investors, purchased by such FLAC Investors in the private placement that occurred concurrently with the closing of FLAC’s initial public offering, including any Ordinary Shares issued or issuable upon conversion or exchange of such warrants.

“**Prospectus**” shall mean the prospectus included in any Registration Statement, as supplemented by any and all prospectus supplements and as amended by any and all post-effective amendments and including all material incorporated by reference in such prospectus.

“**Registrable Security**” shall mean (i) any outstanding Ordinary Shares and any other equity security (including the Private Placement Warrants and any other warrants to purchase Ordinary Shares and Ordinary Shares issued or issuable upon the exercise or conversion of any other such equity security) of Holdco held by an Investor immediately following the Closing (including any securities distributable pursuant to the Business Combination Agreement), (ii) any Additional Investor Ordinary Shares, and (iii) any other equity security of Holdco issued or issuable with respect to any securities referenced in clause (i) or (ii) above by way of a stock dividend or stock split or in connection with a recapitalization, merger, consolidation, spin-off, reorganization or similar transaction; provided, however, that, as to any particular Registrable Security, such securities shall cease to be Registrable Securities upon the earliest to occur of: (a) a Registration Statement with respect to the sale of such securities shall have become effective under the Securities Act and such securities shall have been sold, transferred, disposed of or exchanged in accordance with such Registration Statement by the applicable Investor; (b) (A) such securities shall have been otherwise transferred (other than to a Permitted Transferee), (B) new certificates for such securities not bearing (or book entry positions not subject to) a legend restricting further transfer shall have been delivered by Holdco and (C) subsequent public distribution of such securities shall not require registration under the Securities Act; (iii) such securities shall have ceased to be outstanding; (iv) such securities may be sold without registration pursuant to Rule 144 promulgated under the Securities Act or any successor rule promulgated under the Securities Act (but with no volume or other restrictions or limitations including as to manner or timing of sale); (v) such securities have been sold without registration pursuant to Section 4(a)(1) of the Securities Act or Rule 145 promulgated under the Securities Act or any successor rules promulgated under the Securities Act and (vi) such securities have been sold to, or through, a broker, dealer or underwriter in a public distribution or other public securities transaction.

“**Registration**” shall mean a registration, including any related Shelf Takedown, effected by preparing and filing a registration statement, Prospectus or similar document in compliance with the requirements of the Securities Act, and the applicable rules and regulations promulgated thereunder, and such registration statement becoming effective.

“**Registration Expenses**” shall mean the documented, out-of-pocket expenses of a Registration, including, without limitation, the following:

(A) all registration and filing fees (including fees with respect to filings required to be made with the Financial Industry Regulatory Authority, Inc.) and any national securities exchange on which the Ordinary Shares are then listed;

(B) fees and expenses of compliance with securities or blue sky laws (including reasonable fees and disbursements of outside counsel for the Underwriters in connection with blue sky qualifications of Registrable Securities);

(C) printing, messenger, telephone and delivery expenses;

(D) reasonable fees and disbursements of counsel for Holdco;

(E) reasonable fees and disbursements of all independent registered public accountants of Holdco incurred specifically in connection with such Registration; and

(F) in an Underwritten Offering, reasonable fees and expenses of one (1) legal counsel selected by the majority-in-interest of the Demanding Investors (not to exceed \$25,000 without the consent of Holdco).

“**Registration Statement**” shall mean any registration statement that covers Registrable Securities pursuant to the provisions of this Agreement, including the Prospectus included in such registration statement, amendments (including post-effective amendments) and supplements to such registration statement, and all exhibits to and all material incorporated by reference in such registration statement.

“**Requesting Investors**” shall have the meaning given in Section 2.1.5.

“**Securities Act**” shall mean the Securities Act of 1933, as amended from time to time.

“**Shelf**” shall mean the Form F-1 Shelf, the Form F-3 Shelf or any Subsequent Shelf Registration Statement, as the case may be.

“**Shelf Registration**” shall mean a registration of securities pursuant to a registration statement filed with the Commission in accordance with and pursuant to Rule 415 promulgated under the Securities Act (or any successor rule then in effect).

“**Shelf Takedown**” shall mean an Underwritten Shelf Takedown or any proposed transfer or sale using a Registration Statement, including a Piggyback Registration.

“**Sponsor**” shall have the meaning given in the Preamble hereto.

“**Sponsor Member**” shall mean a member of Sponsor who becomes party to this Agreement as a Permitted Transferee of Sponsor.

“**Subscription Agreement**” shall have the meaning given in the Business Combination Agreement.

“**Subsequent Shelf Registration Statement**” shall have the meaning given in Section 2.1.2.

“**Transfer**” shall mean the (i) sale or assignment of, offer to sell, contract or agreement to sell, hypothecate, pledge, grant of any option to purchase or otherwise dispose of or agreement to dispose of, directly or indirectly, or establishment or increase of a put equivalent position or liquidation with respect to or decrease of a call equivalent position within the meaning of Section 16 of the Exchange Act, and the rules and regulations of the Commission promulgated thereunder, with respect to, any security, (ii) entry into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any security, whether any such transaction is to be settled by delivery of such securities, in cash or otherwise, or (iii) public announcement of any intention to effect any transaction specified in clause (i) or (ii).

“**Underwriter**” shall mean a securities dealer who purchases any Registrable Securities as principal in an Underwritten Offering and not as part of such dealer’s market-making activities.

“**Underwritten Offering**” shall mean a Registration in which securities of Holdco are sold to an Underwriter in a firm commitment underwriting for distribution to the public.

“**Underwritten Shelf Takedown**” shall have the meaning given in Section 2.1.4.

“**Withdrawal Notice**” shall have the meaning given in Section 2.1.6.

## **ARTICLE II** **REGISTRATIONS AND OFFERINGS**

### 2.1 Shelf Registration.

2.1.1 Filing. Within thirty (30) calendar days following the Final Closing Date, Holdco shall submit to or file with the Commission a Registration Statement for a Shelf Registration on Form F-1 (the “**Form F-1 Shelf**”) or a Registration Statement for a Shelf Registration on Form F-3 (the “**Form F-3 Shelf**”), if Holdco is then eligible to use a Form F-3 Shelf, in each case, covering the resale of all the Registrable Securities (determined as of two (2) business days prior to such submission or filing) on a delayed or continuous basis and shall use its commercially reasonable efforts to have such Shelf declared effective as soon as practicable after the filing thereof, but no later than the earlier of (i) the sixtieth (60th) calendar day (or ninetieth (90th) calendar day if the Commission notifies Holdco that it will “review” the Registration Statement) following the Final Closing Date and (ii) the tenth (10th) business day after the date Holdco is notified (orally or in writing, whichever is earlier) by the Commission that the Registration Statement will not be “reviewed” or will not be subject to further review (such earlier date, the “**Effectiveness Deadline**”); provided, however, that if such Effectiveness Deadlines falls on a Saturday, Sunday or other day that the Commission is closed for business, the Effectiveness

Deadlines shall be extended to the next business day on which the Commission is open for business. Such Shelf shall provide for the resale of the Registrable Securities included therein pursuant to any method or combination of methods legally available to, and requested by, any Investor named therein. Holdco shall maintain a Shelf in accordance with the terms hereof, and shall prepare and file with the Commission such amendments, including post-effective amendments, and supplements as may be necessary to keep a Shelf continuously effective, available for use to permit the Investors named therein to sell their Registrable Securities included therein and in compliance with the provisions of the Securities Act until such time as there are no longer any Registrable Securities. In the event Holdco files a Form F-1 Shelf, Holdco shall use its commercially reasonable efforts to convert the Form F-1 Shelf (and any Subsequent Shelf Registration Statement) to a Form F-3 Shelf as soon as practicable after Holdco is eligible to use a Form F-3 Shelf. Holdco's obligation under this Section 2.1.1, shall, for the avoidance of doubt, be subject to Section 3.4.

2.1.2 Subsequent Shelf Registration. If any Shelf ceases to be effective under the Securities Act for any reason at any time while Registrable Securities are still outstanding, Holdco shall, subject to Section 3.4, use its commercially reasonable efforts to as promptly as is reasonably practicable cause such Shelf to again become effective under the Securities Act (including using its commercially reasonable efforts to obtain the prompt withdrawal of any order suspending the effectiveness of such Shelf), and shall use its commercially reasonable efforts to as promptly as is reasonably practicable amend such Shelf in a manner reasonably expected to result in the withdrawal of any order suspending the effectiveness of such Shelf or file an additional registration statement as a Shelf Registration (a "**Subsequent Shelf Registration Statement**") registering the resale of all Registrable Securities (determined as of two (2) business days prior to such filing). If a Subsequent Shelf Registration Statement is filed, Holdco shall use its commercially reasonable efforts to (i) cause such Subsequent Shelf Registration Statement to become effective under the Securities Act as promptly as is reasonably practicable after the filing thereof (it being agreed that the Subsequent Shelf Registration Statement shall be an automatic shelf registration statement (as defined in Rule 405 promulgated under the Securities Act) if Holdco is a well-known seasoned issuer at the time of filing (as defined in Rule 405 promulgated under the Securities Act) at the most recent applicable eligibility determination date) and (ii) keep such Subsequent Shelf Registration Statement continuously effective, available for use to permit the Investors named therein to sell their Registrable Securities included therein and in compliance with the provisions of the Securities Act until such time as there are no longer any Registrable Securities. Any such Subsequent Shelf Registration Statement shall be on Form F-3 to the extent that Holdco is eligible to use such form at the time of filing. Otherwise, such Subsequent Shelf Registration Statement shall be on another appropriate form. Holdco's obligation under this Section 2.1.2, shall, for the avoidance of doubt, be subject to Section 3.4.

2.1.3 Additional Registrable Securities. Subject to Section 3.4, in the event that any Investor holds Registrable Securities that are not registered for resale on a delayed or continuous basis, Holdco, upon written request of such Investor, shall promptly use its commercially reasonable efforts to cause the resale of such Registrable Securities to be covered by either, at Holdco's option, any then available Shelf (including by means of a post-effective amendment) or by filing a Subsequent Shelf Registration Statement and cause the same to become effective as soon as practicable after such filing and such Shelf or Subsequent Shelf Registration Statement shall be subject to the terms hereof; provided, however, that Holdco shall only be required to cause such additional Registrable Securities to be so covered twice per calendar year for each of the FLAC Investors and the Company Investors.

2.1.4 Requests for Underwritten Shelf Takedowns. Subject to Section 3.4, following the expiration of the applicable Lock-Up Period, at any time and from time to time when an effective Shelf is on file with the Commission, the Sponsor, or a Company Investor (any of the Sponsor or a Company Investor being in such case, a “**Demanding Investor**”) may request to sell all or any portion of its Registrable Securities in an Underwritten Offering that is registered pursuant to the Shelf (each, an “**Underwritten Shelf Takedown**”); provided that Holdco shall only be obligated to effect an Underwritten Shelf Takedown if (i) such offering shall include Registrable Securities proposed to be sold by the Demanding Investor, either individually or together with other Demanding Investors, with a total offering price of at least \$25 million in the aggregate or (ii) cover all of the remaining Registrable Securities held by the Demanding Investor (each of the circumstances described in (i) and (ii), the “**Minimum Takedown Threshold**”). All requests for Underwritten Shelf Takedowns shall be made by giving written notice to Holdco, which shall specify the approximate number of Registrable Securities proposed to be sold in the Underwritten Shelf Takedown. Subject to Section 2.4.4, a majority-in-interest of the Demanding Investors shall have the right to select the Underwriters for such offering (which shall consist of one or more reputable nationally recognized investment banks), subject to Holdco’s prior approval (which shall not be unreasonably withheld, conditioned or delayed). The Sponsor and the Company Investors may demand not more than two (2) Underwritten Shelf Takedowns pursuant to this Section 2.1.4 within any six (6) month period. For the avoidance of doubt, Holdco shall not be required to effect an aggregate of more than four (4) Underwritten Shelf Takedowns pursuant to this Section 2.1.4 in any twelve (12) month period. Notwithstanding anything to the contrary in this Agreement, Holdco may effect any Underwritten Offering pursuant to any then effective Registration Statement, including a Form F-3, that is then available for such offering.

2.1.5 Reduction of Underwritten Offering. If the managing Underwriter or Underwriters in an Underwritten Shelf Takedown, in good faith, advises Holdco, the Demanding Investors and the Investors requesting piggy back rights pursuant to this Agreement with respect to such Underwritten Shelf Takedown (the “**Requesting Investors**”) (if any) in writing that the dollar amount or number of Registrable Securities that the Demanding Investors and the Requesting Investors (if any) desire to sell, taken together with all other Ordinary Shares or other equity securities that Holdco desires to sell and all other Ordinary Shares or other equity securities, if any, that have been requested to be sold in such Underwritten Offering pursuant to separate written contractual piggy-back registration rights held by any other shareholders, exceeds the maximum dollar amount or maximum number of equity securities that can be sold in the Underwritten Offering without adversely affecting the proposed offering price, the timing, the distribution method, or the probability of success of such offering (such maximum dollar amount or maximum number of such securities, as applicable, the “**Maximum Number of Securities**”), then Holdco shall include in such Underwritten Offering, before including any Ordinary Shares or other equity securities proposed to be sold by Holdco or by other holders of Ordinary Shares or other equity securities, the Registrable Securities of (i) first, the Demanding Investors that can be sold without exceeding the Maximum Number of Securities (pro rata based on the respective number of Registrable Securities that each Demanding Investor has requested be included in such Underwritten Shelf Takedown and the aggregate number of Registrable Securities that all of the Demanding Investors have requested be included in such Underwritten Shelf Takedown) and (ii)



second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (i), the Requesting Investors (if any) (pro rata based on the respective number of Registrable Securities that each Requesting Investor (if any) has requested be included in such Underwritten Shelf Takedown and the aggregate number of Registrable Securities that all of the Requesting Investors have requested be included in such Underwritten Shelf Takedown) that can be sold without exceeding the Maximum Number of Securities.

2.1.6 Withdrawal. Prior to the filing of the applicable “red herring” prospectus or prospectus supplement used for marketing such Underwritten Shelf Takedown, a majority-in-interest of the Demanding Investors initiating an Underwritten Shelf Takedown shall have the right to withdraw from such Underwritten Shelf Takedown for any or no reason whatsoever upon written notification (a “**Withdrawal Notice**”) to Holdco and the Underwriter or Underwriters (if any) of their intention to withdraw from such Underwritten Shelf Takedown; provided that the Sponsor or a Company Investor may elect to have Holdco continue an Underwritten Shelf Takedown if the Minimum Takedown Threshold would still be satisfied by the Registrable Securities proposed to be sold in the Underwritten Shelf Takedown by the Sponsor, the Company Investors or any of their respective Permitted Transferees, as applicable. If withdrawn, a demand for an Underwritten Shelf Takedown shall constitute a demand for an Underwritten Shelf Takedown by the withdrawing Demanding Investor for purposes of Section 2.1.4, unless such Demanding Investor reimburses Holdco for all Registration Expenses with respect to such Underwritten Shelf Takedown (or, if there is more than one Demanding Investor, a pro rata portion of such Registration Expenses based on the respective number of Registrable Securities that each Demanding Investor has requested be included in such Underwritten Shelf Takedown); provided that, if the Sponsor or a Company Investor elects to continue an Underwritten Shelf Takedown pursuant to the proviso in the immediately preceding sentence, such Underwritten Shelf Takedown shall instead count as an Underwritten Shelf Takedown demanded by the Sponsor or such Company Investor, as applicable, for purposes of Section 2.1.4. Following the receipt of any Withdrawal Notice, Holdco shall promptly forward such Withdrawal Notice to any other Investors that had elected to participate in such Underwritten Shelf Takedown. Notwithstanding anything to the contrary in this Agreement, Holdco shall be responsible for the Registration Expenses incurred in connection with an Underwritten Shelf Takedown prior to its withdrawal under this Section 2.1.6, other than if a Demanding Investor elects to pay such Registration Expenses pursuant to clause (ii) of the second sentence of this Section 2.1.6.

## 2.2 Piggyback Registration.

2.2.1 Piggyback Rights. Subject to Section 2.4.3, following the expiration of the applicable Lock-Up Period, if Holdco or any Investor proposes to conduct a registered offering of, or if Holdco proposes to file a Registration Statement under the Securities Act with respect to the Registration of, equity securities, or securities or other obligations exercisable or exchangeable for, or convertible into equity securities, for its own account or for the account of shareholders of Holdco (or by Holdco and by the shareholders of Holdco including, without limitation, an Underwritten Shelf Takedown pursuant to Section 2.1), other than a Registration Statement (or any registered offering with respect thereto) (i) filed in connection with any employee stock option or other benefit plan, (ii) pursuant to a Registration Statement on Form F-4 or Form S-4 (or similar form that relates to a transaction subject to Rule 145 under the Securities Act or any successor rule thereto), (iii) for an offering of debt that is convertible into equity securities of Holdco, (iv) for a

dividend reinvestment plan, or (v) a Block Trade or an Other Coordinated Offering (which shall be subject to [Section 2.4](#)), then Holdco shall give written notice of such proposed offering to all of the Investors of Registrable Securities as soon as practicable but not less than ten (10) days before the anticipated filing date of such Registration Statement or, in the case of an Underwritten Offering pursuant to a Shelf Registration, the applicable “red herring” prospectus or prospectus supplement used for marketing such offering, which notice shall (a) describe the amount and type of securities to be included in such offering, the intended method(s) of distribution, and the name of the proposed managing Underwriter or Underwriters, if any, in such offering, and (b) offer to all of the Investors of Registrable Securities the opportunity to include in such registered offering such number of Registrable Securities as such Investors may request in writing within five (5) days after receipt of such written notice (such registered offering, a “**Piggyback Registration**”). Subject to [Section 2.2.2](#), Holdco shall, in good faith, cause such Registrable Securities to be included in such Piggyback Registration and, if applicable, shall use its commercially reasonable efforts to cause the managing Underwriter or Underwriters of such Piggyback Registration to permit the Registrable Securities requested by the Investors pursuant to this [Section 2.2.1](#) to be included therein on the same terms and conditions as any similar securities of Holdco included in such registered offering and to permit the sale or other disposition of such Registrable Securities in accordance with the intended method(s) of distribution thereof. The inclusion of any Investor’s Registrable Securities in a Piggyback Registration shall be subject to such Investor’s agreement to enter into an underwriting agreement in customary form with the Underwriter(s) selected for such Underwritten Offering.

**2.2.2 Reduction of Piggyback Registration.** If the managing Underwriter or Underwriters in an Underwritten Offering that is to be a Piggyback Registration, in good faith, advises Holdco and the Investors of Registrable Securities participating in the Piggyback Registration in writing that the dollar amount or number of Ordinary Shares or other equity securities that Holdco desires to sell, taken together with (i) Ordinary Shares or other equity securities, if any, as to which Registration or a registered offering has been demanded pursuant to separate written contractual arrangements with persons or entities other than the Investors of Registrable Securities hereunder, (ii) the Registrable Securities as to which Registration has been requested pursuant to [Section 2.2](#) hereof, and (iii) Ordinary Shares or other equity securities, if any, as to which Registration or a registered offering has been requested pursuant to separate written contractual piggy-back registration rights of persons or entities other than the Investors of Registrable Securities hereunder, exceeds the Maximum Number of Securities, then:

(a) if the Registration or registered offering is undertaken for Holdco’s account, Holdco shall include in any such Registration or registered offering (A) first, Ordinary Shares or other equity securities that Holdco desires to sell, which can be sold without exceeding the Maximum Number of Securities; (B) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (A), the Registrable Securities of Investors exercising their rights to register their Registrable Securities pursuant to [Section 2.2.1](#), pro rata, based on the respective number of Registrable Securities that each Investor has requested be included in such Underwritten Offering and the aggregate number of Registrable Securities that the Investors have requested to be included in such Underwritten Offering, which can be sold without exceeding the Maximum Number of Securities; and (C) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (A) and (B), the Ordinary Shares or other equity securities, if any, as to which Registration or a registered offering

has been requested pursuant to separate written contractual piggy-back registration rights of persons or entities other than the Investors of Registrable Securities hereunder, which can be sold without exceeding the Maximum Number of Securities;

(b) if the Registration or registered offering is pursuant to a demand by persons or entities other than the Investors of Registrable Securities, then Holdco shall include in any such Registration or registered offering (A) first, the Ordinary Shares or other equity securities, if any, of such requesting persons or entities, other than the Investors of Registrable Securities, which can be sold without exceeding the Maximum Number of Securities; (B) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (A), the Registrable Securities of Investors exercising their rights to register their Registrable Securities pursuant to Section 2.2.1, pro rata, based on the respective number of Registrable Securities that each Investor has requested be included in such Underwritten Offering and the aggregate number of Registrable Securities that the Investors have requested to be included in such Underwritten Offering, which can be sold without exceeding the Maximum Number of Securities; (C) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (A) and (B), the Ordinary Shares or other equity securities that Holdco desires to sell, which can be sold without exceeding the Maximum Number of Securities; and (D) fourth, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (A), (B) and (C), the Ordinary Shares or other equity securities, if any, as to which Registration or a registered offering has been requested pursuant to separate written contractual piggy-back registration rights of persons or entities other than the Investors of Registrable Securities hereunder, which can be sold without exceeding the Maximum Number of Securities; and

(c) if the Registration or registered offering and Underwritten Shelf Takedown is pursuant to a request by Investor(s) of Registrable Securities pursuant to Section 2.1 hereof, then Holdco shall include in any such Registration or registered offering securities in the priority set forth in Section 2.1.5.

2.2.3 Piggyback Registration Withdrawal. Any Investor of Registrable Securities (other than a Demanding Investor, whose right to withdraw from an Underwritten Shelf Takedown, and related obligations, shall be governed by Section 2.1.6) shall have the right to withdraw all or any portion of its Registrable Securities from a Piggyback Registration for any or no reason whatsoever upon written notification to Holdco and the Underwriter or Underwriters (if any) of his, her or its intention to withdraw such Registrable Securities from such Piggyback Registration prior to the effectiveness of the Registration Statement filed with the Commission with respect to such Piggyback Registration or, in the case of a Piggyback Registration pursuant to a Shelf Registration, the filing of the applicable “red herring” prospectus or prospectus supplement with respect to such Piggyback Registration used for marketing such transaction. Holdco (whether on its own good faith determination or as the result of a request for withdrawal by persons or entities pursuant to separate written contractual obligations) may withdraw a Registration Statement filed with the Commission in connection with a Piggyback Registration (which, in no circumstance, shall include a Shelf) at any time prior to the effectiveness of such Registration Statement. Notwithstanding anything to the contrary in this Agreement (other than Section 2.1.6), Holdco shall be responsible for the Registration Expenses incurred in connection with the Piggyback Registration prior to its withdrawal under this Section 2.2.3.

2.2.4 Unlimited Piggyback Registration Rights. For purposes of clarity, subject to Section 2.1.6, any Piggyback Registration effected pursuant to Section 2.2 hereof shall not be counted as a demand for an Underwritten Shelf Takedown under Section 2.1.4 hereof.

2.3 Market Stand-off. In connection with any Underwritten Offering of equity securities of Holdco (other than a Block Trade or Other Coordinated Offering), if requested by the managing Underwriters, each Investor that is an executive officer or director of Holdco or an Investor who is participating in the Underwritten Offering, agrees that it shall not Transfer any Ordinary Shares or other equity securities of Holdco (other than those included in such offering pursuant to this Agreement), without the prior written consent of Holdco, during the ninety (90)- day period (or such shorter time agreed to by the managing Underwriters) beginning on the date of pricing of such offering, except as expressly permitted by such lock-up agreement or in the event the managing Underwriters otherwise agree by written consent. Each such Investor agrees to execute a customary lock-up agreement in favor of the Underwriters to such effect (in each case on substantially the same terms and conditions as all such Investors).

2.4 Block Trades; Other Coordinated Offerings.

2.4.1 Notwithstanding any other provision of this Article II, but subject to Section 3.4, at any time and from time to time when an effective Shelf is on file with the Commission, if a Demanding Investor wishes to engage in (a) an underwritten registered offering not involving a “roadshow,” an offer commonly known as a “block trade” (a “**Block Trade**”), or (b) an “at the market” or similar registered offering through a broker, sales agent or distribution agent, whether as agent or principal (an “**Other Coordinated Offering**”), in each case, (x) with a total offering price of at least \$25 million in the aggregate or (y) with respect to all remaining Registrable Securities held by the Demanding Investor, then such Demanding Investor only needs to notify Holdco of the Block Trade or Other Coordinated Offering at least five (5) business days prior to the day such offering is to commence and Holdco shall use its commercially reasonable efforts to facilitate such Block Trade or Other Coordinated Offering; provided that the Demanding Investors representing a majority of the Registrable Securities wishing to engage in the Block Trade or Other Coordinated Offering shall use commercially reasonable efforts to work with Holdco and any Underwriters, brokers, sales agents or placement agents prior to making such request in order to facilitate preparation of the registration statement, prospectus and other offering documentation related to the Block Trade or Other Coordinated Offering.

2.4.2 Prior to the filing of the applicable “red herring” prospectus or prospectus supplement used in connection with a Block Trade or Other Coordinated Offering, a majority-in-interest of the Demanding Investors initiating such Block Trade or Other Coordinated Offering shall have the right to submit a Withdrawal Notice to Holdco, the Underwriter or Underwriters (if any) and any brokers, sales agents or placement agents (if any) of their intention to withdraw from such Block Trade or Other Coordinated Offering. Notwithstanding anything to the contrary in this Agreement, Holdco shall be responsible for the Registration Expenses incurred in connection with a Block Trade or Other Coordinated Offering prior to its withdrawal under this Section 2.4.2.

2.4.3 Notwithstanding anything to the contrary in this Agreement, Section 2.2 shall not apply to a Block Trade or Other Coordinated Offering initiated by a Demanding Investor pursuant to this Agreement.

2.4.4 The Demanding Investor in a Block Trade or Other Coordinated Offering shall have the right to select the Underwriters and any brokers, sales agents or placement agents (if any) for such Block Trade or Other Coordinated Offering (in each case, which shall consist of one or more reputable nationally recognized investment banks).

2.4.5 A Demanding Investor in the aggregate may demand no more than (i) one (1) Block Trade pursuant to this Section 2.4 within any six (6) month period or (ii) two (2) Block Trades or Other Coordinated Offerings pursuant to this Section 2.4 in any twelve (12) month period. For the avoidance of doubt, any Block Trade or Other Coordinated Offering effected pursuant to this Section 2.4 shall not be counted as a demand for an Underwritten Shelf Takedown pursuant to Section 2.1.4 hereof.

### **ARTICLE III** **COMPANY PROCEDURES**

3.1 General Procedures. In connection with any Shelf and/or Shelf Takedown, Holdco shall use its commercially reasonable efforts to effect such Registration to permit the sale of such Registrable Securities in accordance with the intended plan of distribution thereof, and pursuant thereto Holdco shall:

3.1.1 prepare and file with the Commission as soon as reasonably practicable a Registration Statement with respect to such Registrable Securities and use its commercially reasonable efforts to cause such Registration Statement to become effective and remain effective, or file a Subsequent Shelf Registration Statement, until all Registrable Securities covered by such Registration Statement are sold in accordance with the intended plan of distribution set forth in such Registration Statement or have ceased to be Registrable Securities;

3.1.2 prepare and file with the Commission such amendments and post-effective amendments to the Registration Statement, and such supplements to the Prospectus, as may be reasonably requested by any Investor that holds at least one percent (1%) of the Registrable Securities registered on such Registration Statement or any Underwriter of Registrable Securities or as may be required by the rules, regulations or instructions applicable to the registration form used by Holdco or by the Securities Act or rules and regulations thereunder to keep the Registration Statement effective until all Registrable Securities covered by such Registration Statement are sold in accordance with the intended plan of distribution set forth in such Registration Statement or supplement to the Prospectus or have ceased to be Registrable Securities;

3.1.3 prior to filing a Registration Statement or Prospectus, or any amendment or supplement thereto, furnish without charge to the Underwriters, if any, and the Investors of Registrable Securities included in such Registration, and such Investors' legal counsel, copies of such Registration Statement as proposed to be filed, each amendment and supplement to such Registration Statement (in each case including all exhibits thereto and documents incorporated by reference therein), the Prospectus included in such Registration Statement (including each preliminary Prospectus), and such other documents as the Underwriters and the Investors of Registrable Securities included in such Registration or the legal counsel for any such Investors may reasonably request in order to facilitate the disposition of the Registrable Securities owned by such Investors; provided that Holdco shall have no obligation to furnish any documents publicly

filed or furnished with the Commission pursuant to the Electronic Data Gathering, Analysis and Retrieval System (“EDGAR”). Holdco shall not file any such Registration Statement or Prospectus, or any amendment or supplement thereto, to which a majority-in-interest of the Investors of Registrable Securities included in such Registration or their respective counsels shall reasonably object in writing on a timely basis;

3.1.4 prior to any public offering of Registrable Securities, use its commercially reasonable efforts to (i) register or qualify the Registrable Securities covered by the Registration Statement under such securities or “blue sky” laws of such jurisdictions in the United States as the Investors of Registrable Securities included in such Registration Statement (in light of their intended plan of distribution) may reasonably request (or provide evidence satisfactory to such Investors that the Registrable Securities are exempt from such registration or qualification) and (ii) take such action necessary to cause such Registrable Securities covered by the Registration Statement to be registered with or approved by such other governmental authorities as may be necessary by virtue of the business and operations of Holdco and do any and all other acts and things that may be necessary or advisable to enable the Investors of Registrable Securities included in such Registration Statement to consummate the disposition of such Registrable Securities in such jurisdictions; provided, however, that Holdco shall not be required to qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify or take any action to which it would be subject to general service of process or taxation in any such jurisdiction where it is not then otherwise so subject;

3.1.5 cause all such Registrable Securities to be listed on each national securities exchange on which similar securities issued by Holdco are then listed;

3.1.6 provide a transfer agent or warrant agent, as applicable, and registrar for all such Registrable Securities no later than the effective date of such Registration Statement;

3.1.7 advise each seller of such Registrable Securities, promptly after it shall receive notice or obtain knowledge thereof, of the issuance of any stop order by the Commission suspending the effectiveness of such Registration Statement or the initiation or threatening of any proceeding for such purpose and promptly use its commercially reasonable efforts to prevent the issuance of any stop order or to obtain its withdrawal if such stop order should be issued;

3.1.8 at least three (3) days prior to the filing of any Registration Statement or Prospectus or any amendment or supplement to such Registration Statement or Prospectus (or such shorter period of time as may be (i) necessary in order to comply with the Securities Act, the Exchange Act, and the rules and regulations promulgated under the Securities Act or Exchange Act, as applicable or (ii) advisable in order to reduce the number of days that sales are suspended pursuant to Section 3.4), furnish a copy thereof to each seller of such Registrable Securities or its counsel (excluding any exhibits thereto and any filing made under the Exchange Act that is to be incorporated by reference therein);

3.1.9 notify the Investors at any time when a Prospectus relating to such Registration Statement is required to be delivered under the Securities Act or of the happening of any event as a result of which the Prospectus included in such Registration Statement, as then in effect, includes a Misstatement, and then to correct such Misstatement as set forth in Section 3.4;

3.1.10 in the event of an Underwritten Offering, a Block Trade, an Other Coordinated Offering, or sale by a broker, placement agent or sales agent pursuant to such Registration, in each of the following cases to the extent customary for a transaction of its type, permit a representative of the Investors, the Underwriters or other financial institutions facilitating such Underwritten Offering, Block Trade, Other Coordinated Offering or other sale pursuant to such Registration, if any, and any attorney, consultant or accountant retained by such Investors or Underwriter to participate, at each such person's or entity's own expense, in the preparation of the Registration Statement, and cause Holdco's officers, directors and employees to supply all information reasonably requested by any such representative, Underwriter, financial institution, attorney, consultant or accountant in connection with the Registration; provided, however, that such representatives, Underwriters or financial institutions agree to confidentiality arrangements in form and substance reasonably satisfactory to Holdco, prior to the release or disclosure of any such information;

3.1.11 obtain a "comfort" letter from Holdco's independent registered public accountants in the event of an Underwritten Offering, a Block Trade, an Other Coordinated Offering or sale by a broker, placement agent or sales agent pursuant to such Registration (subject to such broker, placement agent or sales agent providing such certification or representation reasonably requested by Holdco's independent registered public accountants and Holdco's counsel) in customary form and covering such matters of the type customarily covered by "comfort" letters for a transaction of its type as the managing Underwriter or the broker, placement agent or sales agent of such offering or sale may reasonably request, and reasonably satisfactory to a majority-in-interest of the participating Investors;

3.1.12 in the event of an Underwritten Offering, a Block Trade, an Other Coordinated Offering or sale by a broker, placement agent or sales agent pursuant to such Registration, on the date the Registrable Securities are delivered for sale pursuant to such Registration, to the extent customary for a transaction of its type, obtain an opinion, dated such date, of counsel representing Holdco for the purposes of such Registration, addressed to the participating Investors, the broker, placement agents or sales agent, if any, and the Underwriters, if any, covering such legal matters with respect to the Registration in respect of which such opinion is being given as the participating Investors, broker, placement agent, sales agent or Underwriter may reasonably request and as are customarily included in such opinions and negative assurance letters;

3.1.13 in the event of any Underwritten Offering, a Block Trade, an Other Coordinated Offering or sale by a broker, placement agent or sales agent pursuant to such Registration, enter into and perform its obligations under an underwriting or other purchase or sales agreement, in usual and customary form, with the managing Underwriter or the broker, placement agent or sales agent of such offering or sale;

3.1.14 make available to its security holders, as soon as reasonably practicable, an earnings statement covering the period of at least twelve (12) months beginning with the first day of Holdco's first full calendar quarter after the effective date of the Registration Statement which satisfies the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder (or any successor rule then in effect);

3.1.15 with respect to an Underwritten Offering pursuant to Section 2.1.4, use its commercially reasonable efforts to make available senior executives of Holdco to participate in customary “road show” presentations that may be reasonably requested by the Underwriter in such Underwritten Offering;

3.1.16 cooperate with the participating Investors and the Underwriters, if any, to facilitate the timely preparation and delivery of certificates (if such securities are certificated and which shall not bear any restrictive legends unless required under applicable law) representing securities sold under any Registration Statement, and enable such securities to be in such denominations and registered in such names as such Investors or Underwriters may request and keep available and make available to Holdco’s transfer agent prior to the effectiveness of such Registration Statement a supply of such certificates (if such securities are certificated);

3.1.17 cooperate with each participating Investor and Underwriter, if any, and their respective counsels in connection with any filings required to be made with the Financial Industry Regulatory Authority; and

3.1.18 otherwise, in good faith, cooperate reasonably with, and take such customary actions as may reasonably be requested by the participating Investors, consistent with the terms of this Agreement, in connection with such Registration.

Notwithstanding the foregoing, Holdco shall not be required to provide any documents or information to an Underwriter, broker, sales agent or placement agent if such Underwriter, broker, sales agent or placement agent has not then been named with respect to the applicable Underwritten Offering or other offering involving a registration as an Underwriter, broker, sales agent or placement agent, as applicable.

3.2 Registration Expenses. The Registration Expenses of all Registrations shall be borne by Holdco. It is acknowledged by the Investors that the Investors shall bear all incremental selling expenses relating to the sale of Registrable Securities, such as Underwriters’ commissions and discounts, brokerage fees, Underwriter marketing costs, other than as set forth in the definition of “Registration Expenses,” and all reasonable fees and expenses of any legal counsel representing the Investors.

3.3 Requirements for Participation in Registration Statement Offerings. Notwithstanding anything in this Agreement to the contrary, if any Investor does not timely provide Holdco with its requested Investor Information, Holdco may exclude such Investor’s Registrable Securities from the applicable Registration Statement or Prospectus if Holdco determines, based on the advice of counsel, that it is necessary or advisable to include such information in the applicable Registration Statement or Prospectus and such Investor continues thereafter to withhold such information. In addition, no person or entity may participate in any Underwritten Offering or other offering for equity securities of Holdco pursuant to a Registration initiated by Holdco hereunder unless such person or entity (i) agrees to sell such person’s or entity’s securities on the basis provided in any underwriting, sales, distribution or placement arrangements approved by Holdco and (ii) timely completes and executes all customary questionnaires, powers of attorney, indemnities, lock-up agreements, underwriting or other agreements and other customary documents as may be reasonably required under the terms of such



underwriting, sales, distribution or placement arrangements. For the avoidance of doubt, the exclusion of an Investor's Registrable Securities as a result of this Section 3.3 shall not affect the registration of the other Registrable Securities to be included in such Registration.

#### 3.4 Suspension of Sales; Adverse Disclosure; Restrictions on Registration Rights.

3.4.1 Upon receipt of written notice from Holdco that: (i) a Registration Statement or Prospectus contains a Misstatement; (ii) any request by the Commission for any amendment or supplement to any Registration Statement or Prospectus or for additional information or of the occurrence of an event requiring the preparation of a supplement or amendment to such Prospectus so that, as thereafter delivered to the purchasers of the securities covered by such Registration Statement or Prospectus, such Registration Statement or Prospectus will not contain a Misstatement; or (iii) upon any suspension by Holdco, pursuant to a written insider trading compliance program adopted by the Board, of the ability of all "insiders" covered by such program to transact in Holdco's securities because of the existence of material non-public information, each of the Investors shall forthwith discontinue disposition of Registrable Securities pursuant to such Registration Statement covering such Registrable Securities until (x) in the case of (i) or (ii), it has received copies of a supplemented or amended Prospectus correcting the Misstatement (it being understood that Holdco hereby covenants to prepare and file such supplement or amendment as soon as reasonably practicable after the time of such notice), or until it is advised in writing by Holdco that the use of the Prospectus may be resumed, or (y) in the case of (iii), until the restriction on the ability of "insiders" to transact in Holdco's securities is removed, and, if so directed by Holdco, each such Investor will deliver to Holdco all copies, other than permanent file copies then in such Investor's possession, of the most recent Prospectus covering such Registrable Securities at the time of receipt of such notice.

3.4.2 Subject to Section 3.4.4, if the filing, initial effectiveness or continued use of a Registration Statement in respect of any Registration at any time would (i) require Holdco to make an Adverse Disclosure, (ii) require the inclusion in such Registration Statement of financial statements that are unavailable to Holdco for reasons beyond Holdco's control, or (iii) in the good faith judgment of the Board, such Registration would be detrimental to Holdco and the Board concludes as a result that it is advisable to defer such filing, initial effectiveness or continued use at such time, Holdco may, upon giving prompt written notice of such action to the Investors (which notice shall not specify the nature of the event giving rise to such delay or suspension), delay the filing or initial effectiveness of, or suspend use of, such Registration Statement for the shortest period of time determined in good faith by Holdco to be necessary for such purpose. In the event Holdco exercises its rights under this Section 3.4.2, the Investors agree to suspend, immediately upon their receipt of the notice referred to above, their use of the Prospectus relating to any Registration in connection with any sale or offer to sell Registrable Securities until such Investor receives written notice from Holdco that such sales or offers of Registrable Securities may be resumed, and in each case maintain the confidentiality of such notice and its contents.

3.4.3 Subject to Section 3.4.4, (i) during the period starting with the date thirty (30) days prior to Holdco's good faith estimate of the date of the filing of, and ending on a date ninety (90) days after the effective date of, a Holdco-initiated Registration and provided that Holdco continues to actively employ, in good faith, all commercially reasonable efforts to maintain the effectiveness of the applicable Shelf Registration Statement, or (ii) if, pursuant

to Section 2.1.4, Investors have requested an Underwritten Shelf Takedown and Holdco and Investors are unable to obtain the commitment of underwriters to firmly underwrite such offering, Holdco may, upon giving prompt written notice of such action to the Investors, delay any other registered offering pursuant to Section 2.1.4 or 2.4.

3.4.4 The right to delay or suspend any filing, initial effectiveness or continued use of a Registration Statement pursuant to Section 3.4.2 or a registered offering pursuant to Section 3.4.3 shall be exercised by Holdco, in the aggregate, not more than twice and for not more than sixty (60) consecutive calendar days and for not more than one hundred and twenty (120) total calendar days, during any twelve (12)-month period.

3.5 Reporting Obligations. As long as any Investor shall own Registrable Securities, Holdco, at all times while it shall be a reporting company under the Exchange Act, covenants to file timely (or obtain extensions in respect thereof and file within the applicable grace period) all reports required to be filed by Holdco after the date hereof pursuant to Sections 13(a) or 15(d) of the Exchange Act and to promptly furnish the Investors with true and complete copies of all such filings; provided that any documents publicly filed or furnished with the Commission pursuant to EDGAR shall be deemed to have been furnished or delivered to the Investors pursuant to this Section 3.5. Holdco further covenants that it shall take such further action as any Investor may reasonably request, all to the extent required from time to time to enable such Investor to sell Registrable Securities held by such Investor without registration under the Securities Act within the limitation of the exemptions provided by Rule 144 promulgated under the Securities Act (or any successor rule then in effect). Upon the request of any Investor, Holdco shall deliver to such Investor a written certification of a duly authorized officer as to whether it has complied with such requirements.

#### **ARTICLE IV** **INDEMNIFICATION AND CONTRIBUTION**

##### 4.1 Indemnification.

4.1.1 Holdco agrees to indemnify, to the extent permitted by law, each Investor of Registrable Securities, its officers, directors and agents and each person or entity who controls such Investor (within the meaning of the Securities Act), against all losses, claims, damages, liabilities and reasonable out-of-pocket expenses (including, without limitation, reasonable outside attorneys' fees) resulting from any untrue Misstatement or alleged Misstatement in any Registration Statement, Prospectus or preliminary Prospectus or any amendment thereof or supplement thereto, except insofar as the same are caused by or contained in any information or affidavit so furnished in writing to Holdco by such Investor expressly for use therein. Holdco shall indemnify the Underwriters, their officers and directors and each person or entity who controls such Underwriters (within the meaning of the Securities Act) to the same extent as provided in the foregoing sentence with respect to the indemnification of the Investor.

4.1.2 In connection with any Registration Statement in which an Investor of Registrable Securities is participating, such Investor shall furnish (or cause to be furnished) to Holdco in writing such information and affidavits as Holdco reasonably requests for use in connection with any such Registration Statement or Prospectus (the "**Investor Information**") and,

to the extent permitted by law, shall indemnify Holdco, its directors, officers and agents and each person or entity who controls Holdco (within the meaning of the Securities Act) against all losses, claims, damages, liabilities and out-of-pocket expenses (including, without limitation, reasonable and documented outside attorneys' fees) resulting from any untrue Misstatement or alleged Misstatement in any Registration Statement, Prospectus or preliminary Prospectus or any amendment thereof or supplement thereto, but only to the extent that such Misstatement is contained in (or not contained in, in the case of an omission) any information or affidavit so furnished in writing by or on behalf of such Investor expressly for use therein; provided, however, that the obligation to indemnify pursuant to the foregoing sentence shall be several, not joint and several, among such Investors of Registrable Securities, and the liability of each such Investor of Registrable Securities shall be in proportion to and limited to the net proceeds received by such Investor from the sale of Registrable Securities pursuant to such Registration Statement. The Investors of Registrable Securities shall indemnify the Underwriters, their officers, directors and each person or entity who controls such Underwriters (within the meaning of the Securities Act) to the same extent as provided in the foregoing sentence with respect to indemnification of Holdco.

4.1.3 Any person or entity entitled to indemnification herein shall (i) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification (provided that the failure to give prompt notice shall not impair any person's or entity's right to indemnification hereunder to the extent such failure has not materially prejudiced the indemnifying party) and (ii) unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist with respect to such claim, permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. If such defense is assumed, the indemnifying party shall not be subject to any liability for any settlement made by the indemnified party without its consent (but such consent shall not be unreasonably withheld). An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim shall not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of any indemnified party a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such claim. No indemnifying party shall, without the consent of the indemnified party, consent to the entry of any judgment or enter into any settlement which cannot be settled in all respects by the payment of money (and such money is so paid by the indemnifying party pursuant to the terms of such settlement) or which settlement includes a statement or admission of fault and culpability on the part of such indemnified party or which settlement 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.

4.1.4 The indemnification provided for under this Agreement shall remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director or controlling person or entity of such indemnified party and shall survive the Transfer of Registrable Securities by an Investor. Holdco and each Investor of Registrable Securities participating in an offering also agree to make such provisions as are reasonably requested by any indemnified party for contribution to such party in the event Holdco's or such Investor's indemnification is unavailable for any reason.

4.1.5 If the indemnification provided under Section 4.1 from the indemnifying party is unavailable or insufficient to hold harmless an indemnified party in respect of any losses, claims, damages, liabilities and out-of-pocket expenses referred to herein, then the indemnifying party, in lieu of indemnifying the indemnified party, shall contribute to the amount paid or payable by the indemnified party as a result of such losses, claims, damages, liabilities and out-of-pocket expenses in such proportion as is appropriate to reflect the relative fault of the indemnifying party and the indemnified party, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and indemnified party shall be determined by reference to, among other things, whether any action in question, including any Misstatement, was made by (or not made by, in the case of an omission), or relates to information supplied by (or not supplied by in the case of an omission), such indemnifying party or indemnified party, and the indemnifying party's and indemnified party's relative intent, knowledge, access to information and opportunity to correct or prevent such action; provided, however, that the liability of any Investor under this Section 4.1.5 shall be limited to the amount of the net proceeds received by such Investor in such offering giving rise to such liability. The amount paid or payable by a party as a result of the losses or other liabilities referred to above shall be deemed to include, subject to the limitations set forth in Sections 4.1.1, 4.1.2 and 4.1.3 above, any legal or other fees, charges or out-of-pocket expenses reasonably incurred by such party in connection with any investigation or proceeding. The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 4.1.5 were determined by pro rata allocation or by any other method of allocation, which does not take account of the equitable considerations referred to in this Section 4.1.5. No person or entity guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution pursuant to this Section 4.1.5 from any person or entity who was not guilty of such fraudulent misrepresentation.

## **ARTICLE V** **LOCK-UP**

5.1 Lock-Up. Subject to Section 5.2 and Section 5.3, each Lock-up Party agrees that it shall not Transfer any Lock-up Shares prior to the end of, in respect of such Lock-up Party, the applicable Lock-up Period (the "**Lock-up**").

5.2 Permitted Transferees. The foregoing restrictions set forth in Section 5.1 shall not apply to: (i) 10% of the Ordinary Shares held by each of Holdco's officers and employees or (ii) Transfers made (a) in the case of an individual, pursuant to a *bona fide* gift to a member of the individual's immediate family or to a trust, the beneficiary of which is a member of the individual's immediate family or an affiliate of such person or entity, or to a charitable organization; (b) in the case of an individual, by virtue of laws of descent and distribution upon death of the individual; (c) in the case of an individual, pursuant to a qualified domestic relations order; (d) in the case of a trust, by distribution to one or more of the permissible beneficiaries of such trust; (e) in the case of a corporation, partnership (whether general, limited or otherwise), limited liability company, trust or other business entity, (x) Transfers to another corporation, partnership, limited liability company, trust or other business entity that controls, is controlled by or is under common control or management with an Investor (including, for the avoidance of doubt, where such Investor is a partnership, to its general partner or a successor partnership or fund, or any other funds managed by such partnership), or (y) as part of a distribution, transfer or other disposition of Ordinary Shares to partners, limited liability company members or stockholders of an Investor; (f) in connection

with any bona fide mortgage, encumbrance or pledge to a financial institution in connection with any bona fide loan or debt transaction or enforcement thereunder, (g) in connection with a liquidation, merger, stock exchange, reorganization, tender offer approved by the Board or a duly authorized committee thereof or other similar transaction which results in all of Holdco's shareholders having the right to exchange their Ordinary Shares for cash, securities or other property subsequent to the Final Closing Date or (h) to cover withholding taxes upon the vesting of awards issued pursuant to the Holdco Equity Incentive Plan. The parties acknowledge and agree that any Permitted Transferee of a Lock-up Party must enter into a written agreement agreeing to be bound by the terms of this Agreement in form and substance reasonably satisfactory to the Company, including the transfer restrictions set forth in this Article V.

5.3 Notwithstanding the foregoing, except as otherwise agreed to by Holdco and the Sponsor, if any Lock-up Party is granted a release or waiver from the Lock-up provided in this Article V (such party, a "Triggering Investor"), then each other Lock-up Party shall also be granted an early release from its obligations hereunder or under any contractual lock-up agreement with Holdco on the same terms and on a pro-rata basis with respect to such number of Lock-up Shares rounded down to the nearest whole security equal to the product of (i) the total percentage of Lock-up Shares held by the Triggering Investor immediately following the Closing that are being released from the Lock-up agreement multiplied by (ii) the total number of Lock-up Shares held by such other Lock-up Party immediately following the Closing.

## **ARTICLE VI** **MISCELLANEOUS**

6.1 Notices. Any notice or communication under this Agreement must be in writing and given by (i) recorded mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested, (ii) delivery in person or by courier service providing evidence of delivery, or (iii) transmission by hand delivery or electronic mail. Each notice or communication that is mailed, delivered, or transmitted in the manner described above shall be deemed sufficiently given, served, sent, and received, in the case of mailed notices, on the third business day following the date on which it is mailed and, in the case of notices delivered by courier service, hand delivery or electronic mail, at such time as it is delivered to the addressee (with the delivery receipt or the affidavit of messenger) or at such time as delivery is refused by the addressee upon presentation. Any notice or communication under this Agreement must be addressed, if to Holdco, to: NewAmsterdam Pharma Company N.V., c/o NewAmsterdam Pharma Holding B.V., Gooimeer 2-35, 1411 DC Naarden, The Netherlands, Attention: Louise Kooij or by email: [louise.kooij@newamsterdampharma.com](mailto:louise.kooij@newamsterdampharma.com), and, if to any Investor, at such Investor's address, electronic mail address as set forth in Holdco's books and records. Any party may change its address for notice at any time and from time to time by written notice to the other parties hereto, and such change of address shall become effective thirty (30) days after delivery of such notice as provided in this Section 6.1.

### 6.2 Assignment; No Third Party Beneficiaries.

6.2.1 This Agreement and the rights, duties and obligations of Holdco hereunder may not be assigned or delegated by Holdco in whole or in part.

6.2.2 Subject to Section 6.2.4 and Section 6.2.5, this Agreement and the rights, duties and obligations of an Investor hereunder may be assigned in whole or in part to such Investor's Permitted Transferees to which it transfers Registrable Securities; provided that with respect to the FLAC Investors and the Company Investors, the rights hereunder that are personal to such Investors may not be assigned or delegated in whole or in part, except that (i) the Sponsor shall be permitted to transfer its rights hereunder as the Sponsor to one or more affiliates or any direct or indirect partners, members or equity holders of the Sponsor (including Sponsor Members), which, for the avoidance of doubt, shall include a transfer of its rights in connection with a distribution of any Registrable Securities held by Sponsor to Sponsor Members (it being understood that no such transfer shall reduce or multiply any rights of the Sponsor or such transferees), and (ii) each of the Company Investors shall be permitted to transfer its rights hereunder as the Company Investors to one or more Company Investor Affiliates or any direct or indirect partners, members or equity holders of such Company Investor (it being understood that no such transfer shall reduce or multiply any rights of such Company Investor or such transferees). Upon a transfer by the Sponsor pursuant to subsection (i) hereof to Sponsor Members, the rights that are personal to the Sponsor shall be exercised by the Sponsor Members only with the consent of the Sponsor's board of managers in accordance with the Sponsor's operating agreement.

6.2.3 This Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of each of the parties and its successors and the permitted assigns of the Investors, which shall include Permitted Transferees.

6.2.4 This Agreement shall not confer any rights or benefits on any persons or entities that are not parties hereto, other than as expressly set forth in this Agreement and Section 6.2.

6.2.5 No assignment by any party hereto of such party's rights, duties and obligations hereunder shall be binding upon or obligate Holdco unless and until Holdco shall have received (i) written notice of such assignment as provided in Section 6.1 hereof and (ii) the written agreement of the assignee, in a form reasonably satisfactory to Holdco, to be bound by the terms and provisions of this Agreement (which may be accomplished by an addendum or certificate of joinder to this Agreement, including the joinder in the form of Exhibit A attached hereto). Any transfer or assignment made other than as provided in this Section 6.2 shall be null and void.

6.3 Counterparts. This Agreement may be executed in multiple counterparts (including PDF counterparts), each of which shall be deemed an original, and all of which together shall constitute the same instrument, but only one of which need be produced.

6.4 Governing Law; Venue. NOTWITHSTANDING THE PLACE WHERE THIS AGREEMENT MAY BE EXECUTED BY ANY OF THE PARTIES HERETO, THE PARTIES EXPRESSLY AGREE THAT (1) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF NEW YORK AND (2) THE VENUE FOR ANY ACTION TAKEN WITH RESPECT TO THIS AGREEMENT SHALL BE ANY STATE OR FEDERAL COURT IN NEW YORK COUNTY IN THE STATE OF NEW YORK.

**6.5 Waiver of Jury Trial.** THE PARTIES EACH HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (I) ARISING UNDER THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, IN EACH CASE, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY, OR OTHERWISE. THE PARTIES EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) EACH SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) EACH SUCH PARTY MAKES THIS WAIVER VOLUNTARILY AND (D) EACH SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 6.5.

**6.6 Amendments and Modifications.** Upon the written consent of (i) Holdco and (ii) the holders of a majority of the total Registrable Securities at the time in question, compliance with any of the provisions, covenants and conditions set forth in this Agreement may be waived, or any of such provisions, covenants or conditions may be amended or modified; provided, however, that notwithstanding the foregoing, any amendment hereto or waiver hereof shall also require the written consent of the Sponsor so long as the Sponsor and its affiliates hold, in the aggregate, at least one percent (1%) of the outstanding Ordinary Shares; provided, further, that notwithstanding the foregoing, any amendment hereto or waiver hereof shall also require the written consent of each Company Investor so long as such Company Investor and its respective Company Investor Affiliates hold, in the aggregate, at least one percent (1%) of the outstanding Ordinary Shares; and provided, further, that any amendment hereto or waiver hereof that adversely affects one Investor, solely in its capacity as a holder of the shares of capital stock of Holdco, in a manner that is materially different from the other Investors (in such capacity) shall require the consent of the Investor so affected. No course of dealing between any Investor or Holdco and any other party hereto or any failure or delay on the part of an Investor or Holdco in exercising any rights or remedies under this Agreement shall operate as a waiver of any rights or remedies of any Investor or Holdco. No single or partial exercise of any rights or remedies under this Agreement by a party shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder or thereunder by such party.

**6.7 Other Registration Rights.** Other than the certain Investors and third-party investor shareholders who each have registration rights pursuant to (i) their respective Subscription Agreements and (ii) as provided in the Warrant Agreement, dated as of December 8, 2020, between FLAC and Continental Stock Transfer & Trust Company, as amended by that certain Warrant Assignment, Assumption and Amendment Agreement, dated as of November 22, 2022, between FLAC, Holdco and Continental Stock Transfer & Trust Company, FLAC represents and warrants that no person or entity, other than a holder of Registrable Securities pursuant hereto, has any right to require Holdco to register any securities of Holdco for sale or to include such securities of

Holdco in any Registration Statement filed by Holdco for the sale of securities for its own account or for the account of any other person or entity. Holdco hereby agrees and covenants that it will not grant rights to register any Ordinary Shares (or securities convertible into or exchangeable for Ordinary Shares) pursuant to the Securities Act that are more favorable, *pari passu* or senior to those granted to the Investors hereunder without (a) the prior written consent of (i) the Sponsor, for so long as the Sponsor and its affiliates hold, in the aggregate, Registrable Securities representing at least one percent (1%) of the outstanding Ordinary Shares, and (ii) a Company Investor, for so long as such Company Investor and Company Investor Affiliates hold, in the aggregate, Registrable Securities representing at least one percent (1%) of the outstanding Ordinary Shares, or (b) granting economically and legally equivalent rights to the Investors hereunder such that the Investors shall receive the benefit of such more favorable or senior terms and/or conditions. Further, Holdco represents and warrants that this Agreement supersedes any other registration rights agreement or agreement with similar terms and conditions and in the event of a conflict between any such agreement or agreements and this Agreement, the terms of this Agreement shall prevail.

6.8 Term. This Agreement shall terminate with respect to any Investor, on the date that such Investor no longer holds any Registrable Securities. The provisions of Section 3.2, Section 3.5 and Article IV shall survive any termination.

6.9 Investor Information. Each Investor agrees, if requested in writing, to represent to Holdco the total number of Registrable Securities held by such Investor in order for Holdco to make determinations hereunder.

6.10 Additional Investors; Joinder. In addition to persons or entities who may become Investors pursuant to Section 6.2 hereof, subject to the prior written consent of each of the Sponsor (so long as the Sponsor and its affiliates hold, in the aggregate, Registrable Securities representing at least one percent (1%) of the outstanding Ordinary Shares) and each Company Investor (in each case, so long as such Company Investor and Company Investor Affiliates hold, in the aggregate, Registrable Securities representing at least one percent (1%) of the outstanding Ordinary Shares), Holdco may make any person or entity who acquires Ordinary Shares or rights to acquire Ordinary Shares after the date hereof a party to this Agreement (each such person or entity, an “**Additional Investor**”) by obtaining an executed joinder to this Agreement from such Additional Investor in the form of Exhibit A attached hereto (a “**Joinder**”). Such Joinder shall specify the rights and obligations of the applicable Additional Investor under this Agreement. Upon the execution and delivery and subject to the terms of a Joinder by such Additional Investor, the Ordinary Shares then owned, or underlying any rights then owned, by such Additional Investor (the “**Additional Investor Ordinary Shares**”) shall be Registrable Securities to the extent provided herein and therein and such Additional Investor shall be an Investor under this Agreement with respect to such Additional Investor Ordinary Shares.

6.11 Severability. It is the desire and intent of the parties that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement shall be adjudicated by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Agreement or affecting the validity or



enforceability of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

6.12 Entire Agreement. This Agreement constitutes the full and entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter. Upon the Closing, the Prior Agreements shall no longer be of any force or effect.

6.13 Adjustments. If, and as often as, there are any changes in the Registrable Securities by way of stock split, stock dividend, combination or reclassification, or through merger, consolidation, reorganization, recapitalization or sale, or by any other means, appropriate adjustment shall be made in the provisions of this Agreement, as may be required, so that the rights, privileges, duties and obligations hereunder shall continue with respect to the Registrable Securities as so changed.

*[Signature pages follow]*

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

**NEWAMSTERDAM PHARMA COMPANY N.V.**

By: /s/ Michael Davidson

Name: Michael Davidson

Title: Chief Executive Officer

*[Signature Page to Investor Rights Agreement]*

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the date first written above.

**INVESTOR:**

**FRAZIER LIFESCIENCES SPONSOR LLC**

By: /s/ James Topper

Name: James Topper

Title: Authorized representative

*[Signature Page to Investor Rights Agreement]*

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the date first written above.

**INVESTOR:**

By: /s/ Robert F. Baltera

Robert F. Baltera

*[Signature Page to Investor Rights Agreement]*

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the date first written above.

**INVESTOR:**

By: /s/ Michael F. Bigham

Michael F. Bigham

*[Signature Page to Investor Rights Agreement]*

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the date first written above.

**INVESTOR:**

By: /s/ Carol Gallagher

\_\_\_\_\_  
Carol Gallagher

*[Signature Page to Investor Rights Agreement]*

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the date first written above.

**INVESTOR:**

By: /s/ David Topper

\_\_\_\_\_  
David Topper

*[Signature Page to Investor Rights Agreement]*

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the date first written above.

**INVESTOR:**

By: /s/ Krishna R. Polu

\_\_\_\_\_  
Krishna R. Polu

*[Signature Page to Investor Rights Agreement]*



IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the date first written above.

**INVESTOR:**

By: /s/ Michael Davidson

Michael Davidson

*[Signature Page to Investor Rights Agreement]*

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the date first written above.

**INVESTOR:**

By: /s/ Ivo Bozon

\_\_\_\_\_

Ivo Bozon

*[Signature Page to Investor Rights Agreement]*

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the date first written above.

**INVESTOR:**

**STICHTING ADMINISTRATIEKANTOOR  
NEWAMSTERDAM PHARMA**

/s/ V. van Houten                      /s/ H.A. Slootweg

Represented by: Forbion International Management B.V.

Represented by:

Name: V. van Houten

H.A. Slootweg

Title: Director

Director

*[Signature Page to Investor Rights Agreement]*

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the date first written above.

**INVESTOR:**

**FORBION CAPITAL FUND IV COÖPERATIEF U.A.**

/s/ V. van Houten                      /s/ H.A. Slootweg

Represented by: Forbion IV Management B.V.,

Represented by: FCPM III Services B.V.,

Represented by:

Name: V. van Houten

H.A. Slootweg

Title: Director

Director

*[Signature Page to Investor Rights Agreement]*

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the date first written above.

**INVESTOR:**

For and on behalf of

**MORNINGSIDE VENTURE INVESTMENTS LIMITED**

By: /s/ Jill Marie Franklin/Frances Anne Elizabeth Richard

Name: Jill Marie Franklin/Frances Anne Elizabeth Richard

Title: Authorized Signatures

*[Signature Page to Investor Rights Agreement]*

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the date first written above.

**INVESTOR:**

**ASCENDANT BIOCAPITAL SPV I, LLC**

By: Ascendant BioCapital Fund I GP, LLC

By: /s/ Hugo Beekman

Name: Hugo Beekman

Title: Managing Member

*[Signature Page to Investor Rights Agreement]*

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the date first written above.

**INVESTOR:**

**FORBION GROWTH OPPORTUNITIES FUND I  
COÖPERATIEF U.A.**

/s/ V. van Houten                      /s/ H.A. Slootweg

Represent by: Forbion Growth Management B.V.,

Represented by: FCPM III Services B.V.,

Represented by:

Name: V. van Houten

H.A. Slootweg

Title: Director

Director

*[Signature Page to Investor Rights Agreement]*

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the date first written above.

**INVESTOR:**

**NAP INVESTMENTS LLC**

By: \_\_\_\_\_  
Name:  
Title:

*[Signature Page to Investor Rights Agreement]*



IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the date first written above.

**INVESTOR:**

**BIOTECHNOLOGY VALUE FUND, L.P.**

By:  /s/ Mark Lampert  
Name: Mark Lampert  
Title: CEO of BVF I GP, LLC, General Partner  
Biotechnology Value Fund, L.P.

*[Signature Page to Investor Rights Agreement]*

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the date first written above.

**INVESTOR:**

**BIOTECHNOLOGY VALUE FUND II, L.P.**

By: /s/ Mark N. Lampert

Name: Mark N. Lampert

Title: CEO of BVF II GP, LLC, General Partner  
Biotechnology Value Fund II, L.P.

*[Signature Page to Investor Rights Agreement]*

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the date first written above.

**INVESTOR:**

**BIOTECHNOLOGY VALUE TRADING FUND OS,  
L.P.**

By: /s/ Mark Lampert

Name: Mark Lampert

Title: President of BVF Inc., General Partner of BVF  
Partners LP, Sole Member of BVF Partners OS, Ltd.,  
General Partner Biotechnology Value Fund, OS, L.P.

*[Signature Page to Investor Rights Agreement]*

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the date first written above.

**INVESTOR:**

**POPULATION HEALTH EQUITY PARTNERS V, L.P.**

By: /s/ Christopher Cox

Name: Christopher Cox

Title: Managing Partner

*[Signature Page to Investor Rights Agreement]*

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the date first written above.

**INVESTOR:**

**MEDPACE, INC.**

By: /s/ Stephen P. Ewald

Name: Stephen P. Ewald

Title: General Counsel and Director

*[Signature Page to Investor Rights Agreement]*

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the date first written above.

**INVESTOR:**

**GL CHINA OPPORTUNITIES CARRY L.P.**

By: /s/ Chou-Hui Hu

Name: Chou-Hui Hu

Title: Director

*[Signature Page to Investor Rights Agreement]*

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the date first written above.

**INVESTOR:**

**JVC JYJ LLC**

By: /s/ Jonathan Jonas

Name: Jonathan Jonas

Title: Manager

*[Signature Page to Investor Rights Agreement]*

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the date first written above.

**INVESTOR:**

**KAISER FOUNDATION HOSPITALS**

By: /s/ Thomas Lurquin

Name: Thomas Lurquin

Title: V.P. - Pensions and Investments

*[Signature Page to Investor Rights Agreement]*



IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the date first written above.

**INVESTOR:**

**KAISER PERMANENTE GROUP TRUST**

By Kaiser Foundation Health Plan, Inc. and Investment Committee for the Kaiser Permanente Retirement Plans, as named fiduciaries for the plans that participate in the Kaiser Permanente Group Trust

By: /s/ Thomas Lurquin

Name: Thomas Lurquin

Title: V.P. - Pensions and Investments

*[Signature Page to Investor Rights Agreement]*

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the date first written above.

**INVESTOR:**

**APEIRON SICAV LIMITED (PRESIGHT)**

By: /s/ Heinz Daxl

Name: Heinz Daxl

Title: Director

*[Signature Page to Investor Rights Agreement]*

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the date first written above.

**INVESTOR:**

**JANUS HENDERSON BIOTECH INNOVATION  
MASTER FUND**

By: /s/ A R Acker

Name: A R Acker

Title: Authorized Signatory

*[Signature Page to Investor Rights Agreement]*

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the date first written above.

**INVESTOR:**

**JANUS HENDERSON HORIZON FUND -  
BIOTECHNOLOGY FUND**

By: /s/ A R Acker

Name: A R Acker

Title: Authorized Signatory

*[Signature Page to Investor Rights Agreement]*

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the date first written above.

**INVESTOR:**

**NAP POOLCO B.V.**

/s/ V. van Houten                      /s/ H.A. Slootweg  
Represented by: Forbion International Management B.V.  
Represented by:  
Name: V. van Houten                      H.A. Slootweg  
Title: Director                              Director

*[Signature Page to Investor Rights Agreement]*

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the date first written above.

**INVESTOR:**

**STICHTING ADMINISTRATIEKANTOOR EPNAP**

/s/ V. van Houten                      /s/ H.A. Slootweg

Represented by: Forbion International Management B.V.,  
Represented by:

Name: V. van Houten                      H.A. Slootweg  
Title: Director                              Director

*[Signature Page to Investor Rights Agreement]*

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the date first written above.

**INVESTOR:**

**SAGA INVESTMENTS COÖPERATIEF U.A.**



By: /s/ J.G. Claeys

Name: J.G. Claeys

Title: Director A

*[Signature Page to Investor Rights Agreement]*

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the date first written above.

**INVESTOR:**

**SAGA INVESTMENTS COÖPERATIEF U.A.**



By: /s/ J.A. Bouman

Name: J.A. Bouman

Title: Director B

*[Signature Page to Investor Rights Agreement]*



IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the date first written above.

**INVESTOR:**

**MITSUBISHI TANABE PHARMA CORPORATION**

By: /s/ Atsushi Hashimoto

Name: Atsushi Hashimoto

Title: Vice President, Head of Business Development  
Department

*[Signature Page to Investor Rights Agreement]*

---

**Schedule I**

**Investors**

Frazier Lifesciences Sponsor LLC

Robert F. Baltera

Michael F. Bigham

Carol Gallagher

David Topper

Krishna R. Polu

Michael Davidson

Ivo Bozon

STAK NewAmsterdam Pharma

Forbion Capital Fund IV Coöperatief U.A.

Morningside Venture Investments Limited

Ascendant BioCapital SPV I, LLC

Forbion Growth Opportunities Fund I Coöperatief U.A.

NAP Investments LLC

Biotechnology Value Fund, L.P.

Biotechnology Value Fund II, L.P.

Biotechnology Value Trading Fund OS, L.P.

Population Health Equity Partners V, L.P.

Medpace, Inc.

GL China Opportunities Carry L.P.

JVC JYJ LLC

Kaiser Foundation Hospitals

Kaiser Permanente Group Trust

---

Apeiron SICAV Limited (Presight)

Janus Henderson Biotech Innovation Master Fund

Janus Henderson Horizon Fund - Biotechnology Fund

NAP PoolCo B.V.

STAK EPNAP

Saga Investments Coöperatief U.A.

Mitsubishi Tanabe Pharma Corporation





## LONG-TERM INCENTIVE PLAN

### NEWAMSTERDAM PHARMA COMPANY 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:

<b>Aggregate Share Pool</b>	9,571,101 Shares
<b>Article</b>	An article of this Plan.
<b>Award</b>	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.
<b>Award Agreement</b>	A written agreement between the Company and a Participant, in such form as may be approved by the Board or the Committee, 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.
<b>Bad Leaver</b>	A Participant who ceases to be an Eligible Participant for Cause, including a situation where (i) the Participant resigns and (ii) the Committee determines that an event has occurred with respect to that Participant which constitutes Cause.

<b>BCA</b>	The Business Combination Agreement dated July 25, 2022 and entered into among the Company, Frazier Lifesciences Acquisition Corporation, NewAmsterdam Pharma Investment Corporation and NewAmsterdam Pharma Holding B.V.
<b>Board</b>	The Company's board of directors.
<b>Cause</b>	<p>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):</p> <ul style="list-style-type: none"><li>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;</li><li>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;</li><li>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;</li><li>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;</li><li>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;</li></ul>

- f. except with respect to U.S. Participants, 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. except with respect to U.S. Participants, 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 (which, for the avoidance of doubt, do not include the Closing or any events occurring prior to the Closing):

- 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 a 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 reasonably determines to constitute a change of control in respect of the Company.

**Closing**

The consummation of the transactions contemplated by the BCA.

**Closing Date**

The date of the Closing.

**Committee**

The following body, as applicable:

- a. the Board, to the extent the administration or operation of this Plan relates to the grant of Awards to Eligible Participants who are members of the compensation committee established by the Board, as well as any other matter relating to such Awards; or
- b. the compensation committee established by the Board for all other matters relating to the administration or operation of the Plan.



<b>Company</b>	NewAmsterdam Pharma Company N.V.
<b>Consultant</b>	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 and who qualifies as a consultant or advisor under Instruction A.1.(a)(1) of Form S-8 under the Securities Act.
<b>DCC</b>	The Dutch Civil Code.
<b>Director</b>	A member of the Board.
<b>Earnout Awards</b>	The Earnout RSUs as defined in the BCA.
<b>Eligible Participant</b>	Any Director, Employee or Consultant.
<b>Employee</b>	Any Person, other than a Director, who is an employee or officer of the Company and/or a Subsidiary.
<b>Exercise Date</b>	The date on which an Award is duly exercised by or on behalf of the Participant concerned.
<b>Exercise Price</b>	The exercise price applicable to an Award.
<b>FMV</b>	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, provided, however, that the Committee shall exercise such discretion to determine otherwise with respect to Awards held by U.S. Participants only after giving due regard to the requirements of Sections 409A and 422 of the Code.
<b>General Meeting</b>	The Company's general meeting of shareholders.
<b>Good Leaver</b>	A Participant who ceases to be an Eligible Participant and who is not a Bad Leaver.
<b>Grant Date</b>	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, thereby completing the Company's corporate action necessary to create the legally binding right constituting the Award.
<b>Option</b>	The right to subscribe for, or otherwise acquire, one Plan Share.

<b>Other Award</b>	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.
<b>Participant</b>	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.
<b>Performance Criteria</b>	The performance criteria applicable to an Award.
<b>Person</b>	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.
<b>Plan</b>	This long-term incentive plan.
<b>Plan Share</b>	A Share underlying an Award.
<b>Replacement Award</b>	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, provided, however, that Rollover Company Options shall not constitute Replacement Awards.
<b>Restricted Stock</b>	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.
<b>Rollover Company Options</b>	The Rollover Company Options as defined in the BCA, as will be granted under this Plan or under the Rollover Plan, as applicable.
<b>Rollover Plan</b>	The Company's Rollover Option Plan.
<b>RSU</b>	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.

<b>SAR</b>	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.
<b>Section 409A IRC</b>	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).
<b>Section 457A IRC</b>	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).
<b>Securities Act</b>	The U.S. Securities Act of 1933, as amended.
<b>Share</b>	An ordinary share in the Company's capital.
<b>Subsidiary</b>	A subsidiary of the Company within the meaning of Section 2:24a DCC.
<b>Transfer</b>	The (i) sale or assignment of, offer to sell, contract or agreement to sell, hypothecate, pledge, grant of any option to purchase or otherwise dispose of or agreement to dispose of, directly or indirectly, or establishment or increase of a put equivalent position or liquidation with respect to or decrease of a call equivalent position within the meaning of Section 16 of the Securities and Exchange Act of 1934, as amended, and the rules and regulations of the United States Securities and Exchange Commission promulgated thereunder, with respect to, any security, (ii) entry into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any security, whether any such transaction is to be settled by delivery of such securities, in cash or otherwise, or (iii) public announcement of any intention to effect any transaction specified in clause (i) or (ii).
<b>U.S. Participant</b>	A Participant who is either a U.S. resident or a U.S. taxpayer.

**2.2** References to statutory provisions are to those provisions as they are in force and as amended from time to time.

**2.3** Terms that are defined in the singular have a corresponding meaning in the plural.

**2.4** Words denoting a gender include each other gender.

**2.5** 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 (subject to Article 8.2);
  - 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 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; and
  - 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 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 Eligible Participants.
- 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 concerning 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.

## **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 U.S. Participants may be granted as Incentive Stock Options or Nonstatutory Stock Options, as defined and specified in Annex A.

- 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 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 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 Awards or the vesting of one or more of his 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 or Earnout Awards, irrespective of whether such Awards have been exercised or settled, may not represent more than the Aggregate Share Pool. The Aggregate Share Pool shall be increased annually on January 1 of each calendar year, starting in 2023, by the lesser of (i) 5% of the Company's issued share capital on the last day of the immediately preceding calendar year or (ii) such lower number as may be determined by the Board (which number may also be nil). In addition, Shares underlying awards granted under the Rollover Plan, which expire, which are cancelled or otherwise terminated, or which are exercised and settled in cash or assets in lieu of Shares, shall be added to and increase the Aggregate Share Pool automatically upon such cancellation, termination or exercise, as the case may be.
- 7.2** Plan Shares underlying Awards, except for Replacement Awards or Earnout 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.
- 7.3** The Plan Shares underlying Earnout Awards may not represent more than the maximum number of Shares that may be issued as Earnout Awards under the BCA.

## **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. Notwithstanding anything to the contrary in this Plan, the exercise or settlement of a vested Award shall always be and remain suspended until a registration statement registering the issuance of the Plan Shares issuable pursuant thereto has been filed with the United States Securities and Exchange Commission and is effective.



- 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, including by providing for such treatment in an Award Agreement, 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 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 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** 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 Award.

- 8.7** 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 as a result of 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** 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 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.
- 10.4** If an Award 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.
- 10.5** 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.
- 10.6** 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.

**10.7** 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, a Participant may not Transfer any Shares acquired by a Participant pursuant to the issuance, vesting, exercise or settlement of any Award 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.

## **TAX**

### **Article 14**

- 14.1** Any and all tax liability (e.g., any wage tax or income tax) and employee social security premiums due in connection with or resulting from the granting, vesting, exercise or settlement of an Award (or the implementation of the Plan) or any payment or transfer under an Award (or under the Plan generally) shall be for the account of the relevant Participant.
- 14.2** The Company or any Subsidiary may, and each Participant shall permit the Company or any Subsidiary to, 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 income taxes or (wage) withholding taxes due in respect of an Award, the grant of an Award, its exercise or settlement (or the implementation of the Plan), 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.

- 14.3** This Plan is governed by the tax laws and social security legislation and regulations prevailing at the date a certain taxable event occurs. If any tax and/or employee social security legislation or regulations are amended and any tax or employee social security levies become payable as a result of such legislative amendment, the costs and the risk related thereto shall be born solely by the relevant Participant.
- 14.4** Notwithstanding the provisions of Article 14.2, where, in relation to an Award granted under this Plan, the Company or any Subsidiary (as the case may be) is liable, or is in accordance with the current practice believed by the Committee to be liable, to account for any tax or social security authority for any sum in respect of any tax or social security liability of the Participant, the Award may not be exercised unless the relevant Participant has paid to the Company or the relevant Subsidiary (as the case may be) an amount sufficient to discharge the liability).
- 14.5** If, and to the extent, the Company or any Subsidiary (as the case may be) is not reimbursed, by means of the provisions of Article 14.2 or 14.4, for any wage tax or income tax, employee's social security contributions liability or any other liabilities for which the Company or a Subsidiary (as the case may be) has an obligation to withhold and account, the Participant shall indemnify and hold harmless the Company or any Subsidiary (as the case may be) for any such taxes paid by the Company or any Subsidiary (as the case may be).
- 14.6** For the avoidance of doubt, the provisions of this Article 14 shall apply to a Participant's liabilities that may arise on a taxable event in any jurisdiction.

## **DATA PROTECTION**

### **Article 15**

- 15.1** 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.
- 15.2** Each Participant's personal data shall be handled by the Company 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.
- 15.3** The Company shall implement technical, physical and organisational measures designed to protect personal data processed pursuant to Article 15.1. Personnel or third parties that have access to such personal data shall be bound by confidentiality obligations.

- 15.4** The Company shall abide by any statutory rights the Participants may have regarding their respective personal data processed pursuant to Article 15.1, which may include the right to access, rectification, erasure, restriction of processing, objection to processing and portability of such personal data.
- 15.5** In connection with the administration and operation of this Plan, the Company may transfer personal data processed pursuant to Article 15.1 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.
- 15.6** 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, TERM AND TERMINATION**

### **Article 16**

- 16.1** 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.
- 16.2** 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 and/or to enable the Company to meet its obligations with respect to the withholding of taxes and social security contributions.
- 16.3** The Plan shall become effective on the Closing Date and immediately prior to the Merger (as defined in the BCA). To the extent the Company is or becomes subject to the requirements of Nasdaq Listing Rule 5635(c) (or any successor thereto), no Awards may be granted after the tenth anniversary of the Closing Date.

**GOVERNING LAW AND JURISDICTION****Article 17**

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 - 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 NewAmsterdam Pharma Company 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 an 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 an Option that does not qualify as an Incentive Stock Option.
  - f.** “**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.
  - g.** “**U.S.**” means the United States of America.

## **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 Awards to eligible U.S. Participants.
- 2.2** Except as otherwise provided by the U.S. Addendum, all grants of Awards 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.

## **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 for an Option 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** Exercise Price. No Option, other than an Option constituting a Replacement Award or a Rollover Company Option, shall have an Exercise Price that is less than Fair Market Value on the Grant Date. Any Options that are Replacement Awards or Rollover Company Options granted to U.S. Participants shall be granted in accordance with U.S. Treasury Regulation § 1.424-1 and, for NSOs, U.S. Treasury Regulation § 1.409A-1(b)(5)(v)(D).
- 3.4** 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.
- 3.5 Eligible Recipients of Awards. Awards may not be granted to any person whose employment or other service with the Company has not yet commenced.

#### 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. 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 59,506,041 Plan Shares; provided, that such number shall be increased annually on January 1 of each calendar year, starting in 2023, by the least of (i) 22,577,750, (ii) 25% of the Shares constituting the Company's issued share capital on the last day of the immediately preceding calendar year, and (iii) such lower number as may be determined by the Board (which number may also be nil). The purpose of this Section 4.3 is to comply with Section 422 of the Code and any Treasury Regulations promulgated thereunder so that the Plan does not reach the limit for Incentive Stock Options before the Aggregate Share Pool by reason of Shares becoming available for issuance pursuant to Section 7.2 of the Plan, but not being available for issuance pursuant to the exercise of Incentive Stock Options.

- 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 Fair Market Value 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 Fair Market Value (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.** To obtain the U.S. federal income tax advantages associated with an Incentive Stock Option, the U.S. Internal Revenue Code requires, among other things, 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 Disability, in which case a 12-month period applies or in the event of the U.S. Participant's death). If an Option is exercised more than three (3) months after the U.S. Participant's employment terminates (other than on account of Disability or death) or more than twelve (12) months after the U.S. Participant's employment terminates on account of Disability, the Option will not 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 or pursuant to any other Award, 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 Award.

- 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 Award 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 Award; 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 Award 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 increase of 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 Award as long as an Award issued pursuant to the U.S. Addendum remain outstanding.
- 6.3** No amendment, suspension or termination of the U.S. Addendum may materially and adversely affect any Awards granted previously to any U.S. Participant without the consent of the U.S. Participant.

SUPPLEMENTARY LONG-TERM INCENTIVE PLAN

NEWAMSTERDAM PHARMA COMPANY N.V.

**INTRODUCTION**

**Article 1**

- 1.1 This document sets out the Company’s supplementary 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:

<b>Aggregate Share Pool</b>	1,040,233 Shares
<b>Article</b>	An article of this Plan.
<b>Award</b>	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.
<b>Award Agreement</b>	A written agreement between the Company and a Participant, in such form as may be approved by the Board or the Committee, 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.
<b>Bad Leaver</b>	A Participant who ceases to be an Eligible Participant for Cause, including a situation where (i) the Participant resigns and (ii) the Committee determines that an event has occurred with respect to that Participant which constitutes Cause.
<b>Board</b>	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. except with respect to U.S. Participants, 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.** except with respect to U.S. Participants, 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 a 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 reasonably determines to constitute a change of control in respect of the Company.

<b>Committee</b>	The compensation committee established by the Board.
<b>Company</b>	NewAmsterdam Pharma Company N.V.
<b>Consultant</b>	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 and who qualifies as a consultant or advisor under Instruction A.1.(a)(1) of Form S-8 under the Securities Act.
<b>DCC</b>	The Dutch Civil Code.
<b>Director</b>	A member of the Board.
<b>Effective Date</b>	The date on which this Plan has been adopted by the Board.
<b>Eligible Participant</b>	Any Employee or Consultant.
<b>Employee</b>	Any Person, other than a Director, who is an employee or officer of the Company and/or a Subsidiary.
<b>Exercise Date</b>	The date on which an Award is duly exercised by or on behalf of the Participant concerned.
<b>Exercise Price</b>	The exercise price applicable to an Award.

<b>FMV</b>	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, provided, however, that the Committee shall exercise such discretion to determine otherwise with respect to Awards held by U.S. Participants only after giving due regard to the requirements of Sections 409A and 422 of the Code.
<b>General Meeting</b>	The Company's general meeting of shareholders.
<b>Good Leaver</b>	A Participant who ceases to be an Eligible Participant and who is not a Bad Leaver.
<b>Grant Date</b>	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, thereby completing the Company's corporate action necessary to create the legally binding right constituting the Award.
<b>Option</b>	The right to subscribe for, or otherwise acquire, one Plan Share.
<b>Other Award</b>	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.
<b>Participant</b>	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.
<b>Performance Criteria</b>	The performance criteria applicable to an Award.
<b>Person</b>	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.
<b>Plan</b>	This supplementary long-term incentive plan.

<b>Plan Share</b>	A Share underlying an Award.
<b>Replacement Award</b>	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.
<b>Restricted Stock</b>	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.
<b>RSU</b>	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.
<b>SAR</b>	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.
<b>Section 409A IRC</b>	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).
<b>Section 457A IRC</b>	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).
<b>Securities Act</b>	The U.S. Securities Act of 1933, as amended.
<b>Share</b>	An ordinary share in the Company's capital.
<b>Subsidiary</b>	A subsidiary of the Company within the meaning of Section 2:24a DCC.
<b>Transfer</b>	The (i) sale or assignment of, offer to sell, contract or agreement to sell, hypothecate, pledge, grant of any option to purchase or otherwise dispose of or agreement to dispose of, directly or indirectly, or establishment or increase of a put equivalent position or liquidation with respect to or decrease of a call equivalent position within the meaning of Section 16 of the Securities and Exchange

Act of 1934, as amended, and the rules and regulations of the United States Securities and Exchange Commission promulgated thereunder, with respect to, any security, (ii) entry into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any security, whether any such transaction is to be settled by delivery of such securities, in cash or otherwise, or (iii) public announcement of any intention to effect any transaction specified in clause (i) or (ii).

**U.S. Participant** A Participant who is either a U.S. resident or a U.S. taxpayer.

- 2.2 References to statutory provisions are to those provisions as they are in force and as amended from time to time.
- 2.3 Terms that are defined in the singular have a corresponding meaning in the plural.
- 2.4 Words denoting a gender include each other gender.
- 2.5 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 (subject to Article 8.2);

- 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 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; and
  - 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 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 Eligible Participants.

- 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 concerning 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.

## 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 U.S. Participants shall be Nonstatutory Stock Options, as defined and specified in Annex A.
- 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 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 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 Awards or the vesting of one or more of his 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 the Aggregate Share Pool.
- 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. Notwithstanding anything to the contrary in this Plan, the exercise or settlement of a vested Award shall always be and remain suspended until a registration statement registering the issuance of the Plan Shares issuable pursuant thereto has been filed with the United States Securities and Exchange Commission and is effective.
- 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, including by providing for such treatment in an Award Agreement, 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 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 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** 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 Award.
- 8.7** 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 as a result of 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** 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 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.
- 10.4** If an Award 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.
- 10.5** 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.
- 10.6** 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.

- 10.7** 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, a Participant may not Transfer any Shares acquired by a Participant pursuant to the issuance, vesting, exercise or settlement of any Award 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.

## **TAX**

### **Article 14**

- 14.1** Any and all tax liability (e.g., any wage tax or income tax) and employee social security premiums due in connection with or resulting from the granting, vesting, exercise or settlement of an Award (or the implementation of the Plan) or any payment or transfer under an Award (or under the Plan generally) shall be for the account of the relevant Participant.
- 14.2** The Company or any Subsidiary may, and each Participant shall permit the Company or any Subsidiary to, 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 income taxes or (wage) withholding taxes due in respect of an Award, the grant of an Award, its exercise or settlement (or the implementation of the Plan), 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.

- 14.3** This Plan is governed by the tax laws and social security legislation and regulations prevailing at the date a certain taxable event occurs. If any tax and/or employee social security legislation or regulations are amended and any tax or employee social security levies become payable as a result of such legislative amendment, the costs and the risk related thereto shall be born solely by the relevant Participant.
- 14.4** Notwithstanding the provisions of Article 14.2, where, in relation to an Award granted under this Plan, the Company or any Subsidiary (as the case may be) is liable, or is in accordance with the current practice believed by the Committee to be liable, to account for any tax or social security authority for any sum in respect of any tax or social security liability of the Participant, the Award may not be exercised unless the relevant Participant has paid to the Company or the relevant Subsidiary (as the case may be) an amount sufficient to discharge the liability).
- 14.5** If, and to the extent, the Company or any Subsidiary (as the case may be) is not reimbursed, by means of the provisions of Article 14.2 or 14.4, for any wage tax or income tax, employee's social security contributions liability or any other liabilities for which the Company or a Subsidiary (as the case may be) has an obligation to withhold and account, the Participant shall indemnify and hold harmless the Company or any Subsidiary (as the case may be) for any such taxes paid by the Company or any Subsidiary (as the case may be).
- 14.6** For the avoidance of doubt, the provisions of this Article 14 shall apply to a Participant's liabilities that may arise on a taxable event in any jurisdiction.

## **DATA PROTECTION**

### **Article 15**

- 15.1** 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.
- 15.2** Each Participant's personal data shall be handled by the Company 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.

- 15.3** The Company shall implement technical, physical and organisational measures designed to protect personal data processed pursuant to Article 15.1. Personnel or third parties that have access to such personal data shall be bound by confidentiality obligations.
- 15.4** The Company shall abide by any statutory rights the Participants may have regarding their respective personal data processed pursuant to Article 15.1, which may include the right to access, rectification, erasure, restriction of processing, objection to processing and portability of such personal data.
- 15.5** In connection with the administration and operation of this Plan, the Company may transfer personal data processed pursuant to Article 15.1 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.
- 15.6** 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, TERM AND TERMINATION**

### **Article 16**

- 16.1** 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.
- 16.2** 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 and/or to enable the Company to meet its obligations with respect to the withholding of taxes and social security contributions.

**16.3** The Plan shall become effective on the Effective Date. To the extent the Company is or becomes subject to the requirements of Nasdaq Listing Rule 5635(c) (or any successor thereto), no Awards may be granted after the tenth anniversary of the Effective Date.

**GOVERNING LAW AND JURISDICTION**

**Article 17**

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 - 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 supplementary long-term incentive plan (the “**Plan**”) of NewAmsterdam Pharma Company 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.
  - d.** “**Incentive Stock Option**” or “**ISO**” means an 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 an Option that does not qualify as an Incentive Stock Option.
  - f.** “**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.
  - g.** “**U.S.**” means the United States of America.

## 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 Awards to eligible U.S. Participants.
- 2.2 Except as otherwise provided by the U.S. Addendum, all grants of Awards 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.

## 3 Additional Terms and Conditions Applicable to All Options Granted to U.S. Participants.

- 3.1 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.
- 3.2 Exercise Price. No Option, other than an Option constituting a Replacement Award, shall have an Exercise Price that is less than Fair Market Value on the Grant Date. Any Options that are Replacement Awards granted to U.S. Participants shall be granted in accordance with U.S. Treasury Regulation § 1.409A-1(b)(5)(v)(D).
- 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.

- 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.

- 3.4 Eligible Recipients of Awards. Awards may not be granted to any person whose employment or other service with the Company has not yet commenced.

#### 4 Tax Matters

- 4.1 Tax Withholding Requirement. Prior to the delivery of any Plan Shares pursuant to the exercise of an Option or pursuant to any other Award, 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 Award.
- 4.2 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 Award 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 Award; or (iii) withholding payment from any amounts otherwise payable to the U.S. Participant.
- 4.3 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 Award to the U.S. Participant.

#### 5 Term, Amendment and Termination of the U.S. Addendum.

- 5.1 The Board may amend, suspend or terminate this U.S. Addendum at any time. 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, or (ii) 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.

- 5.2** 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 Award as long as an Award issued pursuant to the U.S. Addendum remain outstanding.
- 5.3** No amendment, suspension or termination of the U.S. Addendum may materially and adversely affect any Awards granted previously to any U.S. Participant without the consent of the U.S. Participant.

Subsidiaries of NewAmsterdam Pharma Company N.V.Legal Name

Frazier Lifesciences Acquisition Corporation  
NewAmsterdam Pharma Holding B.V.  
NewAmsterdam Pharma B.V.  
NewAmsterdam Pharma Corporation

Jurisdiction of Incorporation

Delaware  
Netherlands  
Netherlands  
Delaware

**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We hereby consent to the use in the Prospectus constituting a part of this Registration Statement on Form F-1 of our report dated March 25, 2022, relating to the financial statements of Frazier Lifesciences Acquisition Corporation, which is contained in that Prospectus. We also consent to the reference to our firm under the caption “Experts” in the Prospectus.

/s/ WithumSmith+Brown, PC

New York, New York  
December 19, 2022

**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We consent to the use in this Registration Statement on Form F-1 of our report dated August 3, 2022, relating to the financial statements of NewAmsterdam Pharma Holding B.V. We also consent to the reference to us under the heading “Experts” in such Registration Statement.

/s/ Deloitte Accountants B.V.

Rotterdam, The Netherlands  
December 19, 2022

**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We consent to the use in this Registration Statement on Form F-1 of our report dated September 13, 2022, relating to the financial statements of NewAmsterdam Pharma Company B.V. We also consent to the reference to us under the heading “Experts” in such Registration Statement.

/s/ Deloitte Accountants B.V.

Rotterdam, The Netherlands  
December 19, 2022



## Calculation of Filing Fee Tables

**Form F-1**

(Form Type)

**NewAmsterdam Pharma Company N.V.**

(Exact Name of Registrant as Specified in its Charter)

**Table 1: Newly Registered and Carry Forward Securities**

Security Type	Security Class Title	Fee Calculation Rule	Amount Registered (1)	Proposed Maximum Offering Price Per Share	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee (2)
Primary Offering							
Equity	Ordinary Shares, nominal value EUR 0.12 <sup>(3)</sup>	Other	1,736,545	9.63	\$16,722,928.35 <sup>(4)</sup>	0.00011020	\$1,842.87
Secondary Offering							
Equity	Ordinary Shares, nominal value EUR 0.12 <sup>(5)</sup>	Other	72,325,642	9.63	\$696,495,932.46 <sup>(6)</sup>	0.00011020	\$76,753.86
Equity	Ordinary Shares underlying Public Warrants <sup>(7)</sup>	Other	4,600,000	11.50	\$52,900,000 <sup>(8)</sup>	0.00011020	\$5,829.58
Equity	Private Placement Warrants to purchase Ordinary Shares <sup>(9)</sup>	Other	167,000	12.31	—	0.00011020	—
Equity	Ordinary Shares underlying Private Placement Warrants	Other	167,000	12.31	\$2,055,770 <sup>(10)</sup>	0.00011020	\$226.55
Total Offering Amounts					\$768,174,630.81		\$84,652.86
Total Fees Previously Paid							\$0
Total Fee Offsets							\$0
Net Fee Due							\$84,652.86

- (1) Pursuant to Rule 416 under the Securities Act of 1933, as amended (the “Securities Act”), there are also being registered an indeterminable number of additional securities as may be issued to prevent dilution resulting from share splits, share dividends or similar transactions.
- (2) Calculated by multiplying the proposed maximum aggregate offering price of securities to be registered by 0.00011020.
- (3) Represents an aggregate of 1,736,545 ordinary shares, nominal value EUR 0.12 (“Ordinary Shares”), of NewAmsterdam Pharma Company N.V. (the “Company”) issuable upon the exercise of the Holdco Options.
- (4) Pursuant to Rules 457(c) promulgated under the Securities Act and solely for the purpose of calculating the registration fee, the proposed maximum aggregate offering price is the product of (i) \$9.63 (the implied price of Ordinary Shares based on the average of the high (\$9.899) and low (\$9.35) trading prices of shares of the Ordinary Shares on the Nasdaq Stock Market (“Nasdaq”) on December 14, 2022, a date within five business days prior to the initial filing of this registration statement), multiplied by (ii) 1,736,545 Ordinary Shares issuable upon the exercise of the Holdco Options.
- (5) Represents 72,325,642 Ordinary Shares offered for resale, which consists of (i) 23,460,000 Ordinary Shares that were issued to certain shareholders in connection with the closing of a private placement offering substantially concurrent with the closing of the Business Combination (the “PIPE Shares”) and (ii) 48,865,642 Ordinary shares issued to certain shareholders in connection with the Business Combination and subject to that certain Investors Rights Agreement, dated November 22, 2022, by and among the Company and certain shareholders (the “IRA Shares”).

- (6) Pursuant to Rules 457(c) promulgated under the Securities Act and solely for the purpose of calculating the registration fee, the proposed maximum aggregate offering price is the product of (i) \$9.63 (the implied price of Ordinary Shares based on the average of the high (\$9.899) and low (\$9.35) trading prices of shares of the Ordinary Shares on the Nasdaq Stock Market (“Nasdaq”) on December 14, 2022, a date within five business days prior to the initial filing of this registration statement), multiplied by (ii) 72,325,642 Ordinary Shares, which is the sum of the PIPE Shares and the IRA Shares.
- (7) Represents 4,600,000 Ordinary Shares issuable upon the exercise of the 4,600,000 warrants, each whole warrant entitling the holder to purchase one Ordinary Share at an exercise price of \$11.50 per Ordinary Share (the “Public Warrants”).
- (8) Pursuant to Rules 457(g) promulgated under the Securities Act and solely for the purpose of calculating the registration fee, the proposed maximum aggregate offering price is based on the weighted average exercise price of the Public Warrants of \$11.50 per Ordinary Share.
- (9) Represents the warrants offered for resale, each whole warrant entitling the holder to purchase one Ordinary Share, originally issued by FLAC in a private placement transaction in connection with the FLAC IPO, and which were assumed by the Company at the closing of the Business Combination and converted into warrants to purchase Ordinary Shares at an exercise price of \$11.50 per Ordinary Share (the “Private Placement Warrants”).
- (10) Pursuant to Rules 457(c) and 457(i) promulgated under the Securities Act and solely for the purpose of calculating the registration fee, the proposed maximum aggregate offering price is the product of (i) the sum of (A) \$0.81 (the average of the high (\$0.81) and low (\$0.7995) prices for Public Warrants on Nasdaq on December 14, 2022, a date within five business days prior to the initial filing of this registration statement) and (B) \$11.50, the exercise price of the Private Placement Warrants, resulting in a combined offering price per Private Placement Warrant of \$12.31, multiplied by (ii) 167,000 Private Placement Warrants. Consistent with the response to Question 240.06 of the Securities Act Rules Compliance and Disclosure Interpretations, the registration fee with respect to Private Placement Warrants has been allocated to the Ordinary Shares underlying Private Placement Warrants and those Ordinary Shares are included in the registration fee.