

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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): June 2, 2026

NewAmsterdam Pharma Company N.V.

(Exact name of Registrant as Specified in Its Charter)

The Netherlands
(State or Other Jurisdiction
of Incorporation)

001-41562
(Commission File Number)

N/A
(IRS Employer
Identification No.)

**Goomieer 2-35
Naarden
The Netherlands**
(Address of Principal Executive Offices)

+31 (0) 35 206 2971
(Registrant's Telephone Number, Including Area Code)

1411 DC
(Zip Code)

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Ordinary shares, nominal value €0.12 per share	NAMS	The Nasdaq Stock Market LLC
Warrants to purchase ordinary shares	NAMSW	The Nasdaq Stock Market LLC

- ☐ Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).
- ☐ If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On June 2, 2026, NewAmsterdam Pharma Company N.V. (the “Company”) held its 2026 annual general meeting of shareholders (the “Annual General Meeting”) in Amsterdam, the Netherlands. At the Annual General Meeting, the Company’s shareholders approved the NewAmsterdam Pharma Company N.V. 2026 Employee Stock Purchase Plan (the “ESPP”), which was previously approved by the Company’s Board of Directors on April 16, 2026 and became effective upon shareholder approval at the Annual General Meeting.

The purpose of the ESPP is to encourage and enable eligible employees to acquire property interests in the Company through ownership of the Company’s ordinary shares, nominal value €0.12 per share (the “Ordinary Shares”). The ESPP permits eligible employees to use payroll deductions to purchase the Company’s Ordinary Shares at a specified discount to the market price. The payroll deductions accumulate over the course of a Purchase Period (as defined in the ESPP), which will generally be six months in duration. On the first day of each Purchase Period, each participant in the ESPP will automatically be granted an option to purchase as many whole Ordinary Shares as the participant will be able to purchase with the payroll deductions credited to their account during the Purchase Period. At the end of the Purchase Period, the total payroll deductions of all participants are used to purchase Ordinary Shares directly from the Company at a 15% discount to the lower of the market price of the Ordinary Shares at the beginning or the end of the Purchase Period. The aggregate number of Ordinary Shares that may be issued under the ESPP may not exceed 1,150,000 Ordinary Shares. The number of Ordinary Shares issuable under the ESPP and the terms of purchase rights to acquire such Ordinary Shares are subject to adjustment in connection with certain corporate and recapitalization events as described in the ESPP. The Board of Directors or the Compensation Committee of the Board of Directors may terminate the ESPP at any time, and the ESPP shall automatically terminate on the ten-year anniversary of the date the ESPP was approved by the Company’s shareholders, or June 2, 2036.

A more detailed description of the ESPP was set forth in the Company’s definitive Proxy Statement for the Annual General Meeting, filed with the Securities and Exchange Commission (the “SEC”) on May 6, 2026, under the heading “Proposal 8: Approval of the NewAmsterdam Pharma Company N.V. 2026 Employee Stock Purchase Plan.” The foregoing summary is not intended to be complete and is qualified in its entirety by reference to the full text of the ESPP, a copy of which is filed herewith as Exhibit 10.1 and incorporated herein by reference.

Item 5.07. Submission of Matters to a Vote of Security Holders.

On June 2, 2026, the Company held the Annual General Meeting. A total of 116,903,979 of the Company’s ordinary shares were eligible to vote as of the record date of May 7, 2025. A quorum of 91,538,612 ordinary shares, or approximately 78.3%, voted in person or by proxy at the Annual General Meeting.

The final results of each of the agenda items submitted to a vote of the shareholders are as follows:

Proposal 1. The Company’s shareholders approved the adoption of the Dutch statutory annual accounts for fiscal year ended December 31, 2025. The votes cast were as follows:

For	Against	Abstain	Broker Non-Votes
91,484,326	3,855	50,431	—

Proposal 2. The Company’s shareholders approved the discharge from liability for the Company’s directors with respect to the performance of their duties during the fiscal year ended December 31, 2025. The votes cast were as follows:

For	Against	Abstain	Broker Non-Votes
85,229,605	1,105,840	51,557	5,151,610

Proposal 3. The Company’s shareholders approved the instruction to Deloitte Accounts B.V. as the external auditor of the Company’s Dutch statutory annual accounts and Dutch statutory board report (including, to the extent applicable, sustainability reporting) for the fiscal year ending December 31, 2026. The votes cast were as follows:

For	Against	Abstain	Broker Non-Votes
91,502,529	4,636	31,447	—

Proposal 4. The Company’s shareholders ratified the selection by the Company’s Audit Committee of Deloitte Accountants B.V. as the independent registered public accounting firm of the Company for the fiscal year ending December 31, 2026. The votes cast were as follows:

For	Against	Abstain	Broker Non-Votes
91,502,639	4,618	31,355	—

Proposal 5. The Company’s shareholders approved the re-appointment of each of the two nominees listed below as a non-executive director of the Company, each to serve until the annual general meeting of shareholders in 2030, or until their earlier death, resignation or removal. The votes cast were as follows:

Name	For	Against	Abstain	Broker Non-Votes
John W. Smither	85,375,639	956,620	54,743	5,151,610
Janneke van der Kamp	75,256,863	9,899,189	1,230,950	5,151,610

Proposal 6. The Company’s shareholders approved the extension of authorization for the Board of Directors to issue Ordinary Shares (or rights to subscribe for Ordinary Shares) in the Company’s capital, for a five-year period ending June 2, 2031. The votes cast were as follows:

For	Against	Abstain	Broker Non-Votes
59,539,558	26,801,646	45,798	5,151,610

Proposal 7. The Company’s shareholders approved the extension of authorization for the Board of Directors to limit or exclude pre-emption rights, for a five-year period ending June 2, 2031. The votes cast were as follows:

For	Against	Abstain	Broker Non-Votes
57,890,766	28,450,917	45,319	5,151,610

Proposal 8. The Company’s shareholders approved the ESPP. The votes cast were as follows:

For	Against	Abstain	Broker Non-Votes
86,221,442	139,927	25,633	5,151,610

Proposal 9. The Company’s shareholders approved the 2025 compensation of the Company’s named executive officers by a non-binding, advisory (“Say-on-Pay”) vote. The votes cast were as follows:

For	Against	Abstain	Broker Non-Votes
81,100,259	4,946,963	339,780	5,151,610

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	NewAmsterdam Pharma Company N.V. 2026 Employee Stock Purchase Plan.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

NewAmsterdam Pharma Company N.V.

Date: June 3, 2026

By: /s/ Mike Marino

Name: Mike Marino

Title: Chief Legal Officer

NEWAMSTERDAM PHARMA COMPANY N.V.
2026 EMPLOYEE STOCK PURCHASE PLAN

The purpose of the Plan is to provide eligible employees of the Company and each Designated Company with opportunities to purchase Shares. Subject to the provisions of Section 16 and Section 17, the maximum number of Shares that may be issued under the Plan shall be 1,150,000 Shares.

The Company intends this Plan to qualify as an “employee stock purchase plan” under Code Section 423 (including any amendments to or replacements of such Section), and this Plan shall be so construed. Any term not expressly defined in this Plan but defined for purposes of Code Section 423 shall have the same definition herein. However, with regard to offers of options for purchase of Shares under the Plan to employees outside the United States working for the Company or a Subsidiary or an Affiliate of the Company, the Board may offer a sub-plan or an option that is not intended to meet the Code Section 423 requirements and that varies from the terms and conditions of the Plan (provided that any such variations do not cause the Section 423 portion of the Plan to violate Section 423 of the Code). For the avoidance of doubt, the adoption of a sub-plan shall not be the adoption of a new plan for purposes of Treas. Reg. § 1.423-2(c).

Unless otherwise defined herein, capitalized terms in this Plan shall have the meaning ascribed to them in Section 30.

1. Administration. The Plan shall be administered by the Administrator. The Administrator has full authority at any time to: (i) adopt, alter and repeal such rules, guidelines and practices for the administration of the Plan and for its own acts and proceedings as it shall deem advisable and appoint such agents as it deems appropriate for the proper administration of the Plan; (ii) interpret and construe, reconcile any inconsistency in, correct any default in and supply any omission in, and apply the terms of the Plan and any Enrollment Form or other instrument or agreement relating to the Plan; (iii) determine the terms and conditions of any right to purchase Shares under the Plan; (iv) make all determinations and take all actions it deems advisable for the administration of the Plan, including to accommodate the specific requirements of local laws, regulations and procedures for jurisdictions outside the United States, such as adopting rules and procedures regarding payment of interest (if any), conversion of local currency, payroll tax, withholding procedures, and adopting sub-plans applicable to particular Designated Companies or locations, which sub-plans may be necessary or appropriate to permit the participation in the Plan by employees who are foreign nationals or employed outside the United States, as further set forth in Section 12 below; (v) determine eligibility and decide all disputes arising in connection with the Plan, including which Subsidiaries and Affiliates will be Designated Companies; (vi) amend an outstanding right to purchase Shares, including any amendments to a right that may be necessary for purposes of effecting a transaction contemplated under Section 16 or Section 17 (including, but not limited to, an amendment to the class or type of shares that may be issued pursuant to the exercise of a right or the Option Price applicable to a right), provided that the amended right otherwise conforms to the terms of the Plan; and (vii) otherwise supervise and take any other actions necessary or desirable for the administration of the Plan. All interpretations and decisions of the Administrator shall be binding on all persons, including the Company and the Participants. Subject to applicable laws and regulations, the Board or the Committee may delegate administrative authority hereunder to an officer of the Company or to such other individual or

group as the Board or Committee may determine in its discretion. No member of the Board or individual exercising administrative authority with respect to the Plan shall be liable for any action or determination made in good faith with respect to the Plan or any Option granted hereunder.

2. Offerings. The Administrator may make one or more Offerings (consisting of one or more Purchase Periods) to Eligible Employees to purchase Shares under the Plan. The Administrator shall, in its discretion, designate the period of any Offering, provided that no Offering shall exceed twenty-seven (27) months in duration. Unless the Administrator otherwise determines, each Offering shall be for a Purchase Period of six (6) months, beginning on the Offering Date and ending on the Exercise Date. If an Offering will have more than one (1) Purchase Period, the Administrator may provide in advance of the Offering that if the Fair Market Value of a Share on the first Trading Day of a new Purchase Period within that Offering is less than or equal to the Fair Market Value of a Share on the Offering Date for that Offering, then (a) that Offering will terminate immediately as of that first Trading Day, and (b) the Participants in such terminated Offering will be automatically enrolled in a new Offering beginning on the first Trading Day of such new Purchase Period.

Subject to applicable law, the Administrator, or its delegate, retains the discretion to impose trading restrictions or holding requirements on Shares purchased with respect to a particular Offering, or restrictions on the maximum number of Eligible Employees for Offerings in specific jurisdictions. If the Administrator elects to impose such restrictions or requirements, the restrictions or requirements will be described in the enrollment materials for the applicable Offering.

With respect to the Section 423 portion of the Plan, each Offering will comply with the requirement of Section 423(b)(5) of the Code that all Eligible Employees granted Options will have the same rights and privileges.

Each Offering in a member state of the European Economic Area shall be made in that relevant member state to fewer than 150 natural or legal persons (other than qualified investors as defined under Article 2(e) of the Regulation (EU) 2017/1129 (as amended)), or pursuant to any other available exemption to publish a prospectus in such member state. The maximum number of Eligible Employees for such Offerings may be restricted based on methodology as determined by the Administrator, subject to applicable law.

3. Eligibility. All individuals classified as employees on the payroll records of the Company and each Designated Company are eligible to participate in any one or more of the Offerings under the Plan, except for (i) any employees whose customary employment is 20 hours or less per week, unless otherwise determined by the Administrator, and (ii) any employees who do not meet any other eligibility requirements that the Administrator may choose to impose (within the limits permitted by the Code) (such eligible individuals, “*Eligible Employees*”). Notwithstanding any other provision herein, individuals who are not classified as employees of the Company or a Designated Company for purposes of the Company’s or applicable Designated Company’s payroll system on the Offering Date are not considered to be “Eligible Employees” of the Company or any Designated Company and shall not be eligible to participate in the Plan with respect to such Offering. In the event any such individuals are reclassified as employees of the Company or a Designated Company for any purpose, including, without limitation, common law

or statutory employees, by any action of any third party, including, without limitation, any government agency, or as a result of any private lawsuit, action or administrative proceeding, such individuals shall, notwithstanding such reclassification, remain ineligible for participation. Notwithstanding the foregoing, the exclusive means for individuals who are not classified as of an Offering Date as employees of the Company or a Designated Company on the Company's or Designated Company's payroll system to become eligible to participate in an Offering under this Plan is through an amendment to this Plan, duly executed by the Company, which specifically renders such individuals eligible to participate herein.

For purposes of the Plan, in accordance with Treas. Reg. § 1.421-1(h)(2), the employment relationship shall be treated as continuing intact while the individual is on military leave, sick leave or other leave of absence approved by the Company or a Designated Company that does not exceed three months and during any period longer than three (3) months if the individual's right to reemployment is guaranteed by statute or contract.

The Company retains the discretion to determine which Eligible Employees may participate pursuant to and consistent with Treasury Regulation §§ 1.423-2(e) and (f).

An Eligible Employee who works for a Designated Company and is a citizen or resident of a jurisdiction other than the United States (without regard to whether such individual also is a citizen or resident of the United States or is a resident alien (within the meaning of Section 7701(b)(1)(A) of the Code)) may be excluded from participation in the Plan or an Offering if the participation of such Eligible Employee is prohibited under the laws of the applicable jurisdiction or if complying with the laws of the applicable jurisdiction would cause an offering under the Section 423 portion of the Plan to violate Section 423 of the Code.

4. Participation.

(a) Participants on Effective Date. An Eligible Employee may elect to participate in the Plan by properly completing and submitting an Enrollment Form (in the manner described in Section 4(b)) at least twenty (20) business days before the Offering Date (or by such other deadline as shall be established by the Administrator for the Offering) and in accordance with enrollment procedures established by the Administrator. Participation in the Plan is entirely voluntary.

(b) Enrollment. The Enrollment Form shall (i) state the payroll deduction to be made from an Eligible Employee's Compensation during an Offering pursuant to Section 5, (ii) authorize the purchase of Shares in each Offering in accordance with the terms of the Plan and (iii) specify the exact name or names in which Shares purchased for such individual are to be issued pursuant to Section 10. An employee who does not enroll in an Offering in accordance with these procedures shall be deemed to have waived participation in such Offering.

(c) Automatic Re-enrollment. Unless otherwise determined by the Administrator, the deduction rate selected in the Enrollment Form shall remain in effect for subsequent Offerings unless the Participant (i) submits a new Enrollment Form authorizing a new level of payroll deductions in accordance with Section 6, (ii) withdraws from the Plan in

accordance with Section 7, or (iii) terminates employment or otherwise becomes ineligible to participate in the Plan.

(d) Electronic Submission of Enrollment Form. The Administrator may specify that Enrollment Forms to be submitted to the Company pursuant to this Section 3 or Section 7 below are to be submitted electronically via the Company's intranet or the Internet site of a third party or via email or any other means of electronic delivery specified by the Administrator.

(e) Notwithstanding the foregoing, participation in the Plan shall neither be permitted nor denied contrary to the requirements of the Code.

5. Employee Contributions. Each Eligible Employee may, by submitting an Enrollment Form as described in Section 4(b), authorize payroll deductions, in whole percentages, at a minimum of 1% up to a maximum of 15% of such employee's Compensation, to be deducted on a pro rata basis for each pay period during an Offering or such other manner as then permitted by the Administrator, provided that, to the extent permitted by the Administrator for an Offering, an Eligible Employee may authorize a payroll deduction expressed as a flat amount, in each case, subject to such terms, conditions and limits as may be established by the Administrator for such Offering. Payroll deductions shall commence on the first payroll date following the Offering Date and end on the last payroll date on or before the last day of the Offering. Payroll deductions shall be made in accordance with the Eligible Employee's election; however, due to rounding or other administrative reasons, the actual percentage contributed may be less than the elected percentage. The Company shall maintain notional book accounts showing the amount of payroll deductions made by each Participant for each Purchase Period, but the Company will not hold payroll deductions in a trust or in any segregated account, unless otherwise determined by the Administrator or required by applicable law. No interest shall accrue or be paid on payroll deductions, except as may be required by applicable law. If payroll deductions for purposes of the Plan are prohibited or otherwise problematic under applicable law (as determined by the Administrator in its discretion), the Administrator may require Participants to contribute to the Plan by such other means as determined by the Administrator. Any reference to "payroll deductions" in this Section 5 (or in any other section of the Plan) shall similarly cover contributions by other means made pursuant to this Section 5. Further, any reference to "accumulated payroll deductions" or "account balance" in this Plan shall be a reference to the applicable after-tax value.

6. Deduction Changes. Except as may be determined by the Administrator in advance of an Offering, a Participant may not increase or decrease his or her payroll deduction during any Offering, but may increase or decrease his or her payroll deduction with respect to the next Offering (subject to the limitations of Section 5) by filing a new Enrollment Form at least twenty (20) business days before the next Offering Date (or by such other deadline as shall be established by the Administrator for the Offering). The Administrator may, in advance of any Offering, establish rules permitting a Participant to increase, decrease or terminate his or her payroll deduction during an Offering.

7. Withdrawal. A Participant may withdraw from participation in the Plan by submitting to the Company written notice indicating his or her election to withdraw (in accordance with such procedures as may be established by the Administrator). The Participant's withdrawal shall be effective as of the next business day. Following a Participant's withdrawal, the Company

shall promptly refund such individual's accrued contributions that have not previously been applied to purchase Shares before the effective date of withdrawal. Partial withdrawals are not permitted. Such an employee may not begin participating again during the remainder of the Offering, but may enroll in a subsequent Offering in accordance with Section 3.

8. Grant of Options. On each Offering Date, the Company shall grant to each Participant in the Plan an option ("Option") to purchase, on the Exercise Date and at the Option Price hereinafter provided for, the lesser of (a) a number of Shares determined by dividing such Participant's accumulated payroll deductions on such Exercise Date by the Option Price and (b) a number of Shares equal to \$25,000 divided by the Fair Market Value of a Share on the Offering Date (or such other maximum number of Shares as shall have been established by the Administrator in advance of the Offering (in each case subject to adjustment pursuant to Section 16 or Section 17)); provided, however, that such Option shall be subject to the limitations set forth below. Each Participant's Option shall be exercisable only to the extent of such Participant's accumulated payroll deductions on the Exercise Date. The purchase price for each share purchased under each Option (the "Option Price") shall be 85% of the Fair Market Value of a Share on the Offering Date or the Exercise Date, whichever is less, unless otherwise determined by the Administrator in advance of an Offering; provided, however, that in no event shall the Option Price be less than 85% of the Fair Market Value of a Share on the Offering Date or the Exercise Date, whichever is less; provided, further, that the Option Price will in no event be lower than the nominal value of the Shares as provided for in the Company's articles of association.

Notwithstanding the foregoing, no Participant may be granted an Option hereunder if such Participant, immediately after the Option was granted, would be treated as owning Shares possessing 5% or more of the total combined voting power or value of all classes of Shares of the Company or any Parent or Subsidiary. For purposes of the preceding sentence, the attribution rules of Section 424(d) of the Code shall apply in determining the Share ownership of a Participant, and all Shares which the Participant has a contractual right to purchase shall be treated as Shares owned by the Participant. In addition, no Participant may be granted an Option which permits the Participant's rights to purchase Shares under the Plan, and any other employee stock purchase plan (described in Section 423 of the Code) of the Company and its Parents and Subsidiaries, to accrue at a rate which exceeds \$25,000 of the Fair Market Value of such Shares (determined on the Option grant date or dates) for each calendar year in which the Option is outstanding at any time (for example, in the event that the Administrator makes two Offerings of six months in duration that begin on January 1 and July 1 of a calendar year and each Offering is for a single Purchase Period, the maximum number of Shares that may be purchased in the first Offering shall be \$25,000 divided by Fair Market Value of a Share as of January 1, and the maximum number of Shares that may be purchased in the second Offering, if any, shall be (a) \$25,000 less the product of (i) Fair Market Value of a Share as of January 1 multiplied by (ii) the number of Shares purchased in the first Offering, divided by (b) Fair Market Value of a Share as of July 1). The purpose of the limitation in the preceding sentence is to comply with Section 423(b)(8) of the Code and shall be applied taking Options into account in the order in which they were granted.

9. Exercise of Option and Purchase of Shares. Each employee who continues to be a Participant in the Plan on the Exercise Date shall be deemed to have exercised his or her Option on such date and shall acquire from the Company such number of whole Shares reserved for the purpose of the Plan as the Participant's accumulated payroll deductions on such date shall purchase

at the Option Price, subject to any other limitations contained in the Plan, including Section 26. Unless otherwise determined by the Administrator in advance of an Offering, any amount remaining in a Participant's account after the purchase of Shares on an Exercise Date of an Offering shall be refunded to the Participant promptly.

10. Settlement of Shares. Shares purchased under the Plan will be settled by the Company in book-entry form, and may only be settled by the Company in the name of the Eligible Employee (or, in case of the Eligible Employee's death, his or her heirs), in the name of the Eligible Employee and another person of legal age as joint tenants with rights of survivorship, or in the name of a broker authorized by the Eligible Employee to be his, her or their, nominee for such purpose. Upon settlement of Shares purchased under the Plan, the Eligible Employee's accumulated payroll deductions on the Exercise Date, to the extent applied to purchase Shares, shall constitute payment on those Shares and henceforth the Eligible Employee shall no longer be entitled to such amount (and only the Company shall be entitled to such amount). Participants will not have any voting, dividend, or other rights of a shareholder with respect to the Shares until such Shares have been delivered pursuant to this Section 10.

11. Rights on Termination or Transfer of Employment. If a Participant's employment terminates for any reason, or if the Participant's employment status changes such that the Participant is no longer an Eligible Employee, before the Exercise Date for any Purchase Period, no further payroll deduction shall be taken from any pay due and owing to the Participant and the balance in the Participant's notional account shall be paid, as if such Participant had withdrawn from the Plan under Section 7, to such Participant or, in the case of such Participant's death, to (i) the legal representative of the Participant's estate; or (ii) if no such legal representative has been appointed to the knowledge of the Company, to such other person(s) as the Company may, in its discretion, designate. An employee shall be deemed to have terminated employment, for this purpose, if the corporation or other entity that employs him or her, having been a Designated Company, ceases to be a Subsidiary or Affiliate, or if the employee is transferred to any entity other than the Company or a Designated Company. Unless otherwise determined by the Administrator, a Participant whose employment transfers between, or whose employment terminates with an immediate rehire (with no break in service) by, Designated Companies or a Designated Company and the Company shall not be treated as having terminated employment for purposes of participating in the Plan or an Offering.

12. Special Rules and Sub-Plans. Notwithstanding anything herein to the contrary, the Administrator may adopt special rules or sub-plans applicable to the employees of a particular Designated Company, whenever the Administrator determines that such rules are necessary or appropriate for the implementation of the Plan in a jurisdiction where such Designated Company has employees, regarding, without limitation, eligibility to participate in the Plan, handling and making of payroll deductions or contribution by other means, establishment of bank or trust accounts to hold payroll deductions, payment of interest, conversion of local currency, obligations to pay payroll tax, withholding procedures and handling of share issuances, any of which may vary according to applicable requirements. Unless otherwise specifically provided, to the extent there is a conflict between the provisions of a sub-plan and the terms of the main portion of the Plan, the terms of the sub-plan shall govern with respect to the individuals who participate in such sub-plan.

13. Optionees Not Shareholders. Neither the granting of an Option to a Participant nor the deductions from a Participant's pay shall result in such Participant becoming a holder of the Shares covered by an Option under the Plan until such Shares have been purchased by and issued or transferred to such Participant.

14. Rights Not Transferable. Rights under the Plan are not transferable by a Participant other than by will or the laws of descent and distribution, and are exercisable during the Participant's lifetime only by the Participant.

15. Application of Funds. All funds received or held by the Company under the Plan may be combined with other corporate funds and may be used for any corporate purpose, unless otherwise required under applicable law.

16. Adjustment in Case of Changes Affecting Share Capital of the Company. In the event of any share split, reverse share split, share dividend, recapitalization, combination or exchange of shares, reclassification of shares, spin-off, or other similar change in capitalization or event, or any dividend or distribution to holders of Shares other than an ordinary cash dividend, or any other change affecting the Shares, (i) the number and class of Shares approved for the Plan, (ii) the Option Price, and (iii) the share limitation set forth in Section 8 shall be equitably or proportionately adjusted to the extent determined by the Administrator to give proper effect to such event, in accordance with applicable law.

17. Corporate Transactions. In connection with a Corporate Transaction, the Administrator shall take any one or more of the following actions as to outstanding Options on such terms as the Administrator determines:

(a) provide that Options shall be assumed, or substantially equivalent equity awards shall be substituted for Options, by the acquiring or succeeding corporation or other entity (or an affiliate thereof);

(b) upon written notice to Participants, provide that Participants' accumulated payroll deductions will be used to purchase Shares on a date determined by the Administrator within ten (10) days prior to the effective date of the Corporate Transaction and that all outstanding Options will terminate immediately after such purchase;

(c) upon written notice to Participants, provide that all outstanding Options will be cancelled as of a date prior to the effective date of the Corporate Transaction and that all accumulated payroll deductions will be returned to the Participant on such date;

(d) in the event of a Corporate Transaction under the terms of which holders of Shares will receive, upon consummation thereof, a cash payment for each Share surrendered in the Corporate Transaction, make or provide for a cash payment to a Participant equal to (1) the Acquisition Price times the number of Shares subject to the Participant's Option (to the extent the Option Price does not exceed the Acquisition Price) minus (2) the aggregate Option Price of such Option minus (3) any taxes due in respect of the cash payment, in exchange for the termination of such Option;

(e) provide that, in connection with a liquidation or dissolution of the Company, Options shall convert into the right to receive liquidation proceeds (net of the Option Price thereof and less any taxes due in respect thereof); or

(f) any combination of the foregoing.

For purposes of clause (a) above, an Option shall be considered assumed if, following consummation of the Corporate Transaction, the Option confers the right to purchase, for each Share subject to the Option immediately prior to the consummation of the Corporate Transaction, the consideration (whether cash, securities, or other property) received as a result of the Corporate Transaction by holders of Shares for each Share held immediately prior to the consummation of the Corporate Transaction (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding Shares); provided, however, that if the consideration received as a result of the Corporate Transaction is not solely capital stock of the acquiring or succeeding corporation or other entity (or an affiliate thereof), the Company may, with the consent of the acquiring or succeeding corporation or other entity, provide for the consideration to be received upon the exercise of Options to consist solely of capital stock of the acquiring or succeeding corporation or other entity (or an affiliate thereof) equivalent in value (as determined by the Administrator) to the per Share consideration received by holders of outstanding Shares as a result of the Corporate Transaction.

In addition, any action taken under this Section 17 shall be consistent with the intent that Options comply with Section 423 of the Code, unless otherwise expressly determined by the Administrator. The Plan shall in no event be construed to restrict in any way the Company's right to undertake a dissolution, liquidation, merger, consolidation or other Corporate Transaction.

18. Amendment of the Plan. The Administrator may at any time and from time to time amend the Plan in any respect, except that, without the approval within twelve (12) months before or after such Administrator action by the shareholders of the Company, no amendment shall be made increasing the number of Shares approved for the Plan or making any other change that would require shareholder approval under the requirements of any stock exchange upon which the Shares may then be listed or in order for the Plan, as amended, to qualify as an "employee stock purchase plan" under Section 423(b) of the Code.

19. Suspension of the Plan. The Administrator may, at any time, suspend the Plan; provided that the Company shall provide notice to the Participants prior to the effectiveness of such suspension. The Administrator may resume the operation of the Plan following any such suspension; provided that the Company shall provide notice to the Participants prior to the date of termination of the suspension period. A Participant shall remain a Participant in the Plan during any suspension period (unless the Participant withdraws pursuant to Section 7). However, no Options shall be granted or exercised, and no payroll deductions shall be made in respect of any Participant, during the suspension period.

20. Insufficient Shares. If the total number of Shares that would otherwise be purchased on any Exercise Date plus the number of Shares purchased under previous Offerings under the Plan exceeds the maximum number of Shares issuable under the Plan, the Shares then available shall be apportioned in a manner consistent with the requirements of Section 423(b)(4) and (5) of

the Code and the regulations thereunder among Participants in proportion to the amount of payroll deductions accumulated on behalf of each Participant that would otherwise be used to purchase Shares on such Exercise Date.

21. Effective Date and Shareholder Approval. The Plan was approved and adopted by the Board on April 16, 2026 (the “*Effective Date*”). In accordance with Treas. Reg. § 1.423-2(a)(2)(ii) and applicable law, the Company shall seek shareholder approval of the Plan within 12 months before or after the Plan is adopted. No Options shall be exercised unless and until the Plan has been approved by the shareholders of the Company. If shareholder approval is not received within 12 months before or after the most recent date Plan is adopted, the Plan shall be terminated and any amounts contributed by employees to the Plan shall be returned to the employees without interest (unless otherwise required pursuant to applicable law).

22. Termination of the Plan. Except as otherwise provided in Section 21, the Plan may be terminated at any time by the Administrator. Upon termination of the Plan, all amounts in the accounts of Participants shall be promptly refunded. The Plan shall automatically terminate on the ten-year anniversary of the date the Plan is approved by the Company’s shareholders (such ten-year anniversary, the “*Expiration Date*”).

23. Compliance with Law. The obligations of the Company with respect to payments under the Plan are subject to compliance with all applicable laws and regulations. Shares shall not be issued with respect to a right to purchase unless the issuance and delivery of the Shares pursuant thereto shall comply with all applicable provisions of law, including, without limitation, the Securities Act, the Exchange Act and the requirements of any stock exchange upon which the Shares may then be listed. Without limiting the foregoing, the Company’s obligation to sell and deliver Shares under the Plan is subject to the completion of any registration or qualification of the Shares under any U.S. or non-U.S. local, state or federal securities or exchange control law, or under rulings or regulations of the SEC or of any other governmental regulatory body, and to obtaining any approval or other clearance from any U.S. and non-U.S. local, state or federal governmental agency, which registration, qualification or approval the Company may, in its absolute discretion, deem necessary or advisable. The Company is under no obligation to register or qualify the Shares with the SEC or any other U.S. or non-U.S. securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of such Shares. If, pursuant to this Section 23, the Administrator determines that the Shares will not be issued to any Participant, all accumulated payroll deductions will be promptly refunded, without interest (unless otherwise required pursuant to applicable law), to the Participant, without any liability to the Company or any of its Affiliates.

24. Governing Law. This Plan and all Options and actions taken thereunder shall be governed by, and construed in accordance with, the laws of the State of Delaware, applied without regard to conflict of law principles.

25. Settlement of Shares. Shares may be settled upon exercise of an Option by the Company by (i) issuing new Shares to the Participant or (ii) transferring Shares to the Participant which the Company holds in treasury, or from any other proper source.

26. Tax Withholding. Participation in the Plan is subject to any applicable U.S. and non-U.S. federal, state or local tax withholding requirements on any income or benefit the Participant realizes or is deemed realized in connection with the Plan and in respect of any payroll deductions made pursuant to this Plan. Each Participant agrees, by entering the Plan, that the Company or any Subsidiary or Affiliate, as applicable, may withhold from a Participant's wages, salary or other compensation at any time the amount necessary for the Company or any Subsidiary or Affiliate to meet applicable withholding obligations, including any withholding required to make available to the Company or any Subsidiary or Affiliate any tax deductions or benefits attributable to the exercise of Options, the acquisition, sale or disposition of Shares by such Participant and any payroll deductions pursuant to this Plan. In addition, the Company or any Subsidiary or Affiliate, as applicable, may withhold from the proceeds of the sale of Shares or any other method of withholding that the Company or any Subsidiary or Affiliate deems appropriate to the extent permitted by U.S. Treasury Regulation Section 1.423-2(f) or any applicable foreign law. The Company shall not be required to issue any Shares under the Plan until such obligations are satisfied.

27. Code Section 409A. The Plan is intended to be exempt from the application of Section 409A of the Code and any ambiguities herein shall be interpreted to so be exempt from Section 409A of the Code. Notwithstanding any provision in the Plan to the contrary, if the Administrator determines that an Option granted under the Plan may be subject to Section 409A of the Code or that any provision in the Plan would cause an Option under the Plan to be subject to Section 409A of the Code, the Administrator may amend the terms of the Plan and/or of an outstanding Option granted under the Plan, or take such other action the Administrator determines is necessary or appropriate, in each case, without the Participant's consent, to exempt any outstanding Option or future Option that may be granted under the Plan from or to allow any such Options to comply with Section 409A of the Code, but only to the extent any such amendments or action by the Administrator would not violate Section 409A of the Code. Notwithstanding the foregoing, the Company shall have no liability to a Participant or any other party if the Option to purchase Shares under the Plan that is intended to be exempt from or compliant with Section 409A of the Code is not so exempt or compliant or for any action taken by the Administrator with respect thereto. The Company makes no representation that the Option to purchase Shares under the Plan is compliant with Section 409A of the Code.

28. Notification Upon Sale of Shares. Each Participant agrees, by entering the Plan, to give the Company prompt notice of any disposition of Shares purchased under the Plan where such disposition occurs within two years after the date of grant of the Option pursuant to which such Shares were purchased or within one year after the date such Shares were purchased.

29. General.

(a) No Right to Options; No Shareholder Rights; No Right to Employment. No person shall have any right to be granted any Option under the Plan. No person shall have any rights as a shareholder with respect to any Shares to be issued under the Plan prior to the issuance thereof. The grant of an Option shall not be construed as giving any person the right to be retained in the employ of the Company or any Subsidiary or Affiliate. Further, the Company and each Subsidiary and Affiliate expressly reserves the right at any time to dismiss an employee free from any liability or any claim under the Plan, except as expressly provided herein.

(b) Successors and Assigns. The Plan shall be binding on the Company and its successors and assigns.

(c) Entire Plan. This Plan constitutes the entire plan with respect to the subject matter hereof and supersedes all prior plans with respect to the subject matter hereof.

(d) Severability of Provisions. If any provision of the Plan shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, and the Plan shall be construed and enforced as if such provision had not been included.

(e) Incapacity. Any benefit payable to or for the benefit of a minor, an incompetent person, or other person incapable of accepting receipt shall be deemed paid when paid to such person's guardian or to the party providing or reasonably appearing to provide for the care of such person, and such payment shall fully discharge any liability or obligation of the Board, the Administrator, the Company and any Designated Company, and all other parties with respect thereto.

(f) Headings and Captions; Rules of Construction. The headings and captions herein are provided for reference and convenience only, shall not be considered part of the Plan, and shall not be employed in the construction of the Plan. Whenever used in the Plan, words in the masculine gender shall be deemed to refer to females as well as to males; words in the singular shall be deemed to refer also to the plural; and references to a statute or statutory provision shall be construed as if they referred also to that provision (or to a successor provision of similar import) as currently in effect, as amended, or as reenacted, and to any regulations and other formal guidance of general applicability issued thereunder. Except where otherwise indicated, references to Sections are references to sections of this Plan.

(g) Unfunded Status of Plan. The Plan is unfunded and shall not create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between any Participant (or beneficiary thereof), on the one hand, and the Company, any Designated Company, the Board, the Administrator, or any other person, on the other hand.

30. Definitions.

(a) "*Acquisition Price*" means the cash payment for each Share surrendered in a Corporate Transaction.

(b) "*Administrator*" means the Board or the Committee (or a delegate appointed in accordance with Section 1).

(c) "*Affiliate*" means any entity that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under the common control with, the Company.

(d) "*Board*" means the Board of Directors of the Company.

(e) "*Code*" means the Internal Revenue Code of 1986, as amended from time to time, or any successor thereto.

(f) “*Committee*” means the Compensation Committee of the Board (or any other committee or subcommittee of the Board which the Board may appoint to administer the Plan). Subject to the discretion of the Board, the Committee shall be composed entirely of individuals who meet the qualifications of (i) a “non-employee director” within the meaning of Rule 16b-3 and (ii) any other qualifications required by the applicable exchange on which the Shares are traded. If at any time or to any extent the Board shall not administer the Plan, then the functions of the Administrator specified in the Plan shall be exercised by the Committee (except as such functions may be delegated pursuant to Section 1).

(g) “*Company*” means NewAmsterdam Pharma Company N.V.

(h) “*Compensation*” means the amount of base pay, prior to reductions (such as pursuant to Sections 125, 132(f) or 401(k) of the Code), but excluding overtime, commissions, incentive or bonus awards, allowances and reimbursements for expenses such as relocation allowances or travel expenses, income or gains related to Company stock options or other share-based awards, and similar items. The Administrator shall have the discretion to determine the application of this definition to Participants outside the United States.

(i) “*Corporate Transaction*” means any of the following:

(i) a transaction or series of related transactions in which any person (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act), other than any person who prior to such transaction or series of related transactions owns more than a majority of the Shares, becomes the beneficial owner (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of more than 50% of the combined voting power of the then outstanding voting securities of the Company; unless the shareholders of the Company immediately before such transaction or series of related transactions own, directly or indirectly, a majority of the combined voting power of the outstanding voting securities of the corporation or other entity resulting from such transaction or series of related transactions;

(ii) a consolidation or merger of the Company with or into another entity or a similar transaction involving the Company, unless the shareholders of the Company immediately before such consolidation, merger, or other transaction own, directly or indirectly, a majority of the combined voting power of the outstanding voting securities of the corporation or other entity resulting from such consolidation or merger;

(iii) individuals who are members of the Board on the date the Plan is approved by the Board (the “Incumbent Board”) ceasing for any reason to constitute at least a majority of the members of the Board; provided, however, that if the appointment or election (or nomination for election) of any new Board member was approved, proposed or recommended by a majority vote of the members of the Incumbent Board then still in office, such new member shall, for purposes of the Plan, be considered as a member of the Incumbent Board;

(iv) the sale, lease, exclusive license, or other disposition of all or substantially all, as determined by the Board, of the consolidated assets of the Company, other than to an entity of which the shareholders of the Company immediately before such sale, lease, exclusive license, or other disposition own, directly or indirectly, a majority of the combined

voting power of the outstanding voting securities in substantially the same proportions as their ownership of the outstanding voting securities of the Company immediately prior to such sale, lease, license, or other disposition; or

(v) the liquidation, dissolution, or winding up of the Company.

For the avoidance of doubt, a transaction will not constitute a Corporate Transaction if: (x) its sole purpose is to change the jurisdiction of the Company's incorporation, or (y) its sole purpose is to create a holding company that will be owned in substantially the same proportions by the persons who held the Company's securities immediately before such transaction.

Notwithstanding the foregoing, to the extent necessary to avoid adverse tax consequences under Section 409A of the Code, a transaction will not be deemed a Corporate Transaction unless the transaction qualifies as a change in control event within the meaning of Section 409A of the Code.

(j) "*Designated Company*" means any present or future Subsidiary or Affiliate that has been designated by the Administrator to participate in the Plan to the extent consistent with Section 423 of the Code. The Administrator may so designate any Subsidiary or Affiliate, or revoke any such designation, at any time and from time to time, either before or after the Plan is approved by the shareholders. The Administrator may also determine which Subsidiaries, Affiliates or Eligible Employees may be excluded from participation in the Plan, to the extent consistent with Section 423 of the Code.

(k) "*Effective Date*" has the meaning set forth in Section 21.

(l) "*Eligible Employee*" has the meaning set forth in Section 3.

(m) "*Enrollment Form*" means an agreement, which may be electronic, pursuant to which an Eligible Employee may elect to enroll in the Plan, to authorize a new level of payroll deductions, or to stop payroll deductions and withdraw from an Offering.

(n) "*Exchange Act*" means the Securities Exchange Act of 1934, as amended.

(o) "*Exercise Date*" means the last day of a Purchase Period.

(p) "*Expiration Date*" has the meaning set forth in Section 22.

(q) "*Fair Market Value*" on any given date means the fair market value of the Shares determined as follows:

(i) if the Shares are listed on one or more established stock exchanges or national market systems, including The Nasdaq Global Select Market, The Nasdaq Global Market or The Nasdaq Capital Market of The Nasdaq Stock Market LLC, its Fair Market Value shall be the closing sales price for such Shares (or the closing bid, if no sales were reported) on the date of determination (or, if no closing sales price or closing bid was reported on that date, as applicable, on the last trading date such closing sales price or closing bid was reported), as reported on the principal exchange or system on which the Shares are listed (as determined by the Administrator);

(ii) if the Shares are regularly quoted on an automated quotation system (including the OTC Bulletin Board) or by a recognized securities dealer, its Fair Market Value shall be the closing sales price for such Shares as quoted on such system or by such securities dealer on the date of determination, but if selling prices are not reported, the Fair Market Value of a Share shall be the mean between the high bid and low asked prices for the Shares on the date of determination (or, if no such prices were reported on that date, on the last date such prices were reported), as reported in The Wall Street Journal or such other source as the Administrator deems reliable; or

(iii) the fair market value determined by the Administrator in good faith using any measure of value that the Administrator determines to be appropriate a manner consistent with the valuation principles under Section 423 of the Code.

(r) “*Offering*” means an offering to Eligible Employees to purchase Shares under the Plan. Unless otherwise determined by the Administrator, each Offering under the Plan in which Eligible Employees of one or more Designated Companies may participate may be deemed a separate offering for purposes of Section 423 of the Code, even if the dates of the applicable Offering are identical, and the provisions of the Plan will separately apply to each Offering. The terms of separate Offerings need not be identical provided that all Eligible Employees granted an Option in a particular Offering will have the same rights and privileges, except as otherwise may be permitted by Code Section 423 (or as otherwise provided under the terms of any applicable sub-plan).

(s) “*Offering Date*” means the first day of an Offering.

(t) “*Option*” has the meaning set forth in Section 8.

(u) “*Option Price*” has the meaning set forth in Section 8.

(v) “*Parent*” means a “parent corporation” with respect to the Company, as defined in Section 424(e) of the Code.

(w) “*Participant*” means an individual who is eligible as determined in Section 3 and who has complied with the provisions of Section 3.

(x) “*Plan*” means this NewAmsterdam Pharma Company N.V. 2026 Employee Stock Purchase Plan, as may be amended or restated from time to time.

(y) “*Purchase Period*” means the period of time specified within an Offering, generally beginning on the Offering Date or on the first Trading Day following an Exercise Date and ending on an Exercise Date. An Offering may consist of one or more Purchase Periods.

(z) “*SEC*” means the United States Securities and Exchange Commission.

(aa) “*Securities Act*” means the Securities Act of 1933, as amended.

(bb) “*Share*” means an ordinary share in the Company’s capital or, as applicable, a depository receipt (*certificaat*) issued for an ordinary share in the Company’s capital.

(cc) “*Subsidiary*” means a “subsidiary corporation” with respect to the Company, as defined in Section 424(f) of the Code.

(dd) “*Trading Day*” means any day on which the exchange(s) or market(s) on which Shares are listed, including but not limited to The Nasdaq Global Select Market, The Nasdaq Global Market, The Nasdaq Capital Market of The Nasdaq Stock Market LLC and the New York Stock Exchange, is open for trading.

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