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

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**FORM S-8  
REGISTRATION STATEMENT**  
*UNDER  
THE SECURITIES ACT OF 1933*

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**GALAPAGOS NV**  
(Exact name of registrant as specified in its charter)

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**Belgium**  
(State or other jurisdiction of  
incorporation or organization)

**Not applicable**  
(I.R.S. Employer  
Identification Number)

**Generaal De Wittelaan L11 A3  
2800 Mechelen, Belgium  
+32 1 534 29 00**  
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

**Subscription Right Plan 2023 BE  
Subscription Right Plan 2023 RMV  
Subscription Right Plan 2023 ROW**  
(Full title of the plan)

**C T Corporation System  
28 Liberty Street  
New York, New York 10005  
(212) 590-9070**  
(Name, address, including zip code, and telephone number, including area code, of agent for service)

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*Copies to:*

**Michael H. Bison, Esq.  
Yasin Akbari, Esq.  
Goodwin Procter LLP  
100 Northern Avenue  
Boston, MA 02210  
(617) 570-1000**

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Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer  Accelerated filer   
Non-accelerated filer  Smaller reporting company   
Emerging Growth Company

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 7(a)(2)(B) of the Securities Act.

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## PART I.

### INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The information specified in Part I of Form S-8 is omitted from this Registration Statement in accordance with the provisions of Rule 428 under the Securities Act and the introductory note to Part I of this Registration Statement. The documents containing the information specified in Part I of Form S-8 will be delivered to the participants in the plan covered by this Registration Statement as specified by Rule 428(b)(1) under the Securities Act.

## PART II.

### INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

#### ITEM 3. INCORPORATION OF DOCUMENTS BY REFERENCE

The following documents filed by Galapagos NV (the “*Registrant*”) with the U.S. Securities and Exchange Commission (the “*Commission*”) are incorporated by reference into this Registration Statement:

(a) The Registrant’s Annual Report on Form [20-F](#) for the year ended December 31, 2022, filed with the Commission on March 23, 2023 (File No. 001-37384), which contains audited financial statements for the Registrant’s latest fiscal year for which such statements have been filed;

(b) Our reports on Form 6-K furnished to the Commission [on January 5, 2023](#); [January 5, 2023](#); [January 10, 2023](#); [January 19, 2023](#); [February 8, 2023](#); [February 10, 2023](#); [February 24, 2023](#); [February 28, 2023](#); [March 23, 2023](#); [March 27, 2023](#); [March 31, 2023](#); [April 25, 2023](#); [April 26, 2023](#); [May 2, 2023](#); [May 2, 2023](#); [May 5, 2023](#); [May 9, 2023](#); [May 23, 2023](#); [May 26, 2023](#); [June 12, 2023](#); [June 13, 2023](#); [June 15, 2023](#); [August 4, 2023](#) (other than Exhibit 99.2); [August 30, 2023](#); [September 20, 2023](#); [November 2, 2023](#); and [November 3, 2023](#) (other than portions of each of the foregoing expressly excluded from incorporation by reference) (File No. 001-37384).

(c) The description of the Registrant’s Ordinary Shares and American Depositary Shares contained in the Registrant’s Registration Statement on Form [8-A](#) filed with the Commission under Section 12(b) of the Securities Exchange Act of 1934, as amended (the “*Exchange Act*”) on May 8, 2015 (File No. 001-37384), including any amendment or report filed for the purpose of updating such description.

All other reports and documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act on or after the date of this Registration Statement and prior to the filing of a post-effective amendment to this Registration Statement which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference herein and to be a part of this Registration Statement from the date of the filing of such reports and documents. Any report on Form 6-K furnished by the Registrant to the Commission after the date of this Registration Statement (or a portion thereof) is incorporated by reference in this Registration Statement only to the extent that the report expressly states that the Registrant incorporates it (or such portions) by reference in this Registration Statement and it is not subsequently superseded. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any subsequently filed document that also is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

#### ITEM 4. DESCRIPTION OF SECURITIES

Not applicable.

#### ITEM 5. INTERESTS OF NAMED EXPERTS AND COUNSEL

Not applicable.

#### ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS

Under Belgian law, the directors of a company may be liable for damages to the company in case of improper performance of their duties. The Registrant’s directors may be liable to the Registrant and to third parties for infringement of the Registrant’s articles of association or Belgian company law. Under certain circumstances, directors may be criminally liable.

The Registrant maintains liability insurance for the Registrant's directors and officers, including insurance against liability under the Securities Act.

The New Belgian Companies and Associations Code that entered into force on January 1, 2020, includes a cap on liability for directors (including persons in charge of daily management) for any damages they cause due to mismanagement, including breaches of the articles of association and the New Belgian Companies and Associations Code. This liability cap applies towards the company and third parties. For Galapagos, the cap amounts to €12,000,000.00 (subject to indexation). The cap applies irrespective of the number of claimants or defendants for the same (set of) facts. However, the cap does not apply to repetitive minor misconduct, serious error or cases of fraud. Furthermore, the cap does not apply to directors' liability under the special liability regimes relating to payment of withholding tax, VAT and social security contributions.

Certain of the Registrant's non-executive directors may, through their relationships with their employers or partnerships, be insured and/or indemnified against certain liabilities in their capacity as members of the Registrant's Board of Directors.

In the underwriting agreements the Registrant entered into in connection with its May 2015 global offering and its subsequent follow-on U.S. public offerings, the underwriters agreed to indemnify, under certain conditions, the Registrant, the members of the Registrant's Board of Directors and persons who control the Registrant's company within the meaning of the Securities Act against certain liabilities, but only to the extent that such liabilities are caused by information relating to the underwriters furnished to the Registrant in writing expressly for use in the Registrant's registration statement and certain other disclosure documents.

#### **ITEM 7. EXEMPTION FROM REGISTRATION CLAIMED**

Not applicable.

#### **ITEM 8. EXHIBITS**

See the Exhibit Index below for a list of exhibits filed as a part of, or incorporated by reference into, this Registration Statement, which Exhibit Index is incorporated herein by reference.

#### **ITEM 9. UNDERTAKINGS**

1. The undersigned Registrant hereby undertakes:

(a) 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;

(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 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 Commission 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.

(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 (a)(i) and (a)(ii) 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 Commission by the Registrant pursuant to section 13 or section 15(d) of the Exchange Act that are incorporated by reference in the registration statement.

(b) 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 herein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) 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.

(d) If the Registrant is a foreign private issuer, 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 (a)(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, with respect to registration statements on Form F-3, 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 Commission 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 Form F-3.

2. The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered herein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

3. 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 Securities and Exchange Commission 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.

## EXHIBIT INDEX

<b>Exhibit Number</b>	<b>Description</b>
4.1	<a href="#">Articles of Association, as amended (English translation)</a>
4.2 <sup>(1)</sup>	<a href="#">Form of Deposit Agreement</a>
4.3 <sup>(2)</sup>	<a href="#">Form of American Depositary Receipt</a>
5.1	<a href="#">Opinion of Argo Law BV</a>
23.1	<a href="#">Consent of Deloitte Bedrijfsrevisoren BV</a>
23.2	<a href="#">Consent of Argo Law BV (included in Exhibit 5.1)</a>
24.1	<a href="#">Power of Attorney (included on the signature page)</a>
99.1	<a href="#">Subscription Right Plan 2023 ROW (English translation)</a>
99.2	<a href="#">Subscription Right Plan 2023 BE (English Translation)</a>
99.3	<a href="#">Subscription Right Plan 2023 RMV (English Translation)</a>
107	<a href="#">Calculation of Filing Fee Tables</a>

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- (1) Filed as Exhibit 4.1 to Registrant's Registration Statement on Form F-1 (File No. 333-203435), filed with the U.S. Securities and Exchange Commission on April 30, 2015, and incorporated herein by reference.
- (2) Filed as Exhibit A to Registrant's prospectus filed pursuant to Rule 424(b)(3) under the Securities Act (File No. 333-203584) filed with the U.S. Securities and Exchange Commission on October 15, 2018.

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Mechelen, Belgium on December 4, 2023.

### **GALAPAGOS NV**

By: /s/ Stoffels IMC BV, permanently represented  
by Paul Stoffels

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Name: Stoffels IMC BV, permanently represented by  
Paul Stoffels

Title: Chief Executive Officer

**POWER OF ATTORNEY**

We, the undersigned directors, officers and/or authorized representative in the United States of Galapagos NV, hereby severally constitute and appoint Stoffels IMC BV, permanently represented by Paul Stoffels and Thad Huston, and each of them singly, our true and lawful attorneys-in-fact and agents, with full power to any of them, and to each of them singly, to sign for us and in our names in the capacities indicated below the registration statement on Form S-8 filed herewith, and any and all pre-effective and post-effective amendments to said registration statement, under the Securities Act of 1933, as amended, in connection with the registration under the Securities Act of 1933, as amended, of equity securities of Galapagos NV, and to file or cause to be filed the same, with all exhibits thereto and other documents in connection therewith, with the U.S. Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as each of them might or could do in person, and hereby ratifying and confirming all that said attorneys-in-fact and agents, and each of them, or their substitute or substitutes, shall do or cause to be done by virtue of this Power of Attorney.

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 indicated on December 4, 2023.

<b>Signature</b>	<b>Title</b>
<hr/> <i>/s/ Stoffels IMC BV, permanently represented by Paul Stoffels</i> Stoffels IMC BV, permanently represented by Paul Stoffels	Chief Executive Officer and Chair of the Board of Directors <i>(Principal Executive Officer)</i>
<hr/> <i>/s/ Thad Huston</i> Thad Huston	Chief Financial Officer & Chief Operating Officer <i>(Principal Financial and Accounting Officer)</i>
<hr/> <i>/s/ Daniel O'Day</i> Daniel O'Day	Director
<hr/> <i>/s/ Dan G. Baker</i> Dan G. Baker, MD	Director
<hr/> <i>/s/ Jérôme Contamine</i> Jérôme Contamine	Director
<hr/> <i>/s/ Peter Guenter</i> Peter Guenter	Director
<hr/> <i>/s/ Linda Higgins</i> Linda Higgins, Ph.D.	Director
<hr/> <i>/s/ Elisabeth Svanberg</i> Elisabeth Svanberg, MD, Ph.D.	Director
<hr/> <i>/s/ Susanne Schaffert</i> Susanne Schaffert, Ph.D.	Director
<hr/> <i>/s/ Simon Sturge</i> Simon Sturge	Director
<hr/> Puglisi & Associates	
<b>Signature</b>	<b>Title</b>
<hr/> By: <i>/s/ Donald J. Puglisi</i> Name: Donald J. Puglisi Title: Managing Director	Authorized Representative in the United States

*Free translation from Dutch  
For information purposes only*

**GALAPAGOS**  
Limited Liability Company

With office at Generaal De Wittelaan L11 A3, 2800 Mechelen, Belgium

Judicial district of Mechelen (Belgium)

Registered with the Register of Legal Entities under number 0466.460.429  
www.glp.com

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**Coordination of the Articles of Association  
per 20 March 2023**

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Incorporated pursuant to a deed enacted by notary public Aloïs Van den Bossche, in Vorselaar, on 30 June 1999, published in the annexes to the Belgian State Gazette under number 990717-412.

*[This paragraph is an abbreviation from the Dutch version]* The articles of association were modified at several occasions, and most recently pursuant to a deed enacted by notary public Matthieu Derynck, in Brussels, on 20 March 2023, filed for publication in the annexes to the Belgian State Gazette.



*This document is a free English translation of a document prepared in Dutch. It is only made for purposes of convenience. In case of any inconsistency between the Dutch and English version of the articles of association, the Dutch version of the articles of associations will at all times prevail. In preparing this translation, an attempt has been made to translate as literally as possible without jeopardizing the overall continuity of the text. Inevitably, however, differences may occur in translation and if they do, the Dutch text will govern by law. In this translation, Belgian legal concepts are expressed in English terms and not in their original Dutch terms. The concepts concerned may not be identical to concepts described by the terms as such terms may be understood under the laws of other jurisdictions. The history of modification of the articles of association, as set forth on this first page, is an abbreviation from the Dutch text and indicates only the latest modification.*

## **TITLE I – NAME – OFFICE – OBJECT – DURATION**

### **1 Form and Name**

The company has the form of a limited liability company (“*naamloze vennootschap*”/“*société anonyme*”) and has the capacity of a listed company within the meaning of the Code of Companies and Associations.

The company bears the name “GALAPAGOS”. This name should always be preceded or followed by the words “*naamloze vennootschap*” or the abbreviation “NV”, or in French “*société anonyme*” or the abbreviation “SA”, in all deeds, invoices, announcements, publications, letters, orders and other documents issued by the company.

### **2 Office**

The company’s office shall be located in the Flemish Region. The board of directors can relocate the office to any other place in the Flemish Region and the Brussels Region without a modification of the articles of association or a decision of the shareholders’ meeting of the company being required. It caters for the publication of each change of the office of the company in the Annexes to the Belgian State Gazette.

The board of directors is also empowered to incorporate branch offices, corporate seats and subsidiaries in Belgium and abroad.

### 3 Object

The company's object consists of:

- (a) the research and development of health products for human beings and animals, pharmaceutical products and other products relating thereto;
- (b) for its own account or for the account of third parties, the performance of research in the field of or in connection with pharmaceutical, medical, biological and industrial technology, genetics and human and animal life in general;
- (c) the exploitation of biological, chemical or other products, processes and technologies in the life sciences sector in general, and more specifically in the pharmaceutical, medical, diagnostic, and chemical sector, including activities relating to the production, marketing and commercial exploitation of such products, processes and technologies;
- (d) the acquisition, sale and licensing of patents, trademarks, industrial and intellectual property, whether or not secret, and licenses;
- (e) holding direct or indirect shareholdings in other companies having an object directly or indirectly related to research, development, industrial or commercial activities, focused mainly but not necessarily exclusively on the pharmaceutical industry.

For such object the company may, in Belgium and abroad, acquire or lease any license, movable or immovable property necessary or useful for its commercial or industrial object, operate, sell or lease same, build factories, establish subsidiaries and branches, and establish premises. It may engage in all operations with banks, post cheque, invest capital, contract or grant loans and credit facilities, whether or not mortgaged. The company may, by means of contribution, participation, loans, credit facility, subscription of shares, acquisition of shares and other commitments, participate in other companies, associations or enterprises, both existing as to be incorporated, and whether or not having an object similar to the object of the company. The company may merge with other companies or associations.

The company may incorporate subsidiaries both under Belgian as under foreign law.

The company may acquire or establish any property that is necessary or useful for its operations or its corporate object.

### 4 Duration

The company is incorporated for an unlimited duration.

Except for dissolution by court, the company can only be dissolved by the extraordinary shareholders' meeting in accordance with the provisions of the Code of Companies and Associations concerning the winding-up of companies.

## TITLE II – CAPITAL

### 5 Subscribed Capital

The subscribed capital amounts to EUR 356,444,938.61. It is represented by 65,897,071 shares without nominal value.

Each share represents an equal part of the capital of the company.

### 6 Amendment of the Subscribed Capital

The shareholders' meeting, deliberating in accordance with the provisions applicable to a modification of the articles of association, may increase or reduce the capital. The issuance price and the conditions of the issue of new shares are determined by the shareholders' meeting upon a proposal by the board of directors.

The shares that are subscribed in cash, are to be offered first to the shareholders, in proportion to the part of the capital that is represented by their shares during a period of fifteen days as of the day the subscription is opened.

The shareholders' meeting determines the subscription price and the manner in which the preferential subscription right may be exercised.

The shareholders' meeting or, as the case may be, the board of directors in the framework of the authorized capital, may decide to increase the capital for the benefit of the employees, subject to the provisions of the Code of Companies and Associations.

Subject to the relevant provisions set forth by law, the preferential subscription right may, in the interest of the company, be restricted or cancelled by the shareholders' meeting in accordance with the provisions of the Code of Companies and Associations.

In the event of a reduction of the capital, the shareholders who find themselves in equal circumstances are to be treated equally, and the applicable provisions set forth by law are to be respected.

### 7 Call for Paying Up

The board of directors decides at its discretion on the calling for paying up on shares. The commitment to pay up on a share is unconditional and indivisible.

In the event that shares that are not fully paid up belong in joint ownership to several persons, each of them is liable for the paying up of the full amount of the payments that are due and called for.

In case a shareholder has not made the paying up on his shares that is called for within the period of time set by the board of directors, the exercise of the voting rights attached to such shares are suspended by operation of law as long as such paying up is not made. Furthermore, the shareholder shall, by operation of law, bear an interest equal to the legal interest increased by two percent as of the due date on the amount of funds called for and not paid up.

In the event the shareholder does not act upon a notice sent by the board of directors by registered letter upon expiry of the period of time set by the board of directors, the latter may have the relevant shares sold in the most appropriate manner, without prejudice to the right of the company to claim from the shareholder the funds not paid up as well as compensation for damages.

The proceeds of such sale, up to an amount equal to the sum of the called up funds, the interests and the incurred costs, will belong to the company. The exceeding proceeds, if any, will be delivered to the defaulting shareholder, provided that he is not a debtor of the company for any other reason. If the proceeds of the sale are not sufficient to cover the obligations of the defaulting shareholder, the latter will owe the company for the difference.

The shareholder may not pay up his shares without the prior approval of the board of directors.

## **8 Notification of Important Interests**

For the application of the articles 6 through 17 of the Law of 2 May 2007 relating to the disclosure of important interests, the applicable quota are established at five percent and multiples of five percent.

## **9 Nature of the Shares**

The shares are registered shares until they are fully paid up. The fully paid up shares are registered shares or dematerialized shares, according to the preference of the shareholder. The company may issue dematerialized shares, either by a capital increase or by the conversion of existing registered shares into dematerialized shares. Each shareholder may at all times ask the conversion of his shares, by written request and at his own cost, into registered shares or into dematerialized shares.

#### **10 Exercise of Rights Attached to the Shares**

Vis-à-vis the company, the shares are indivisible. If a share belongs to different persons or if the rights attached to a share are divided over different persons, or if different persons hold the rights in rem to the shares, the board of directors may suspend the exercise of the rights attached thereto until one single person has been designated as shareholder vis-à-vis the company and notification thereof has been given to the company. All convocations, notifications and other announcements by the company to the different persons entitled to one share are made validly and exclusively to the designated common representative.

#### **11 Acquisition and Disposal of Own Shares by the Company**

The company may resolve to acquire the company's own shares or to dispose thereof in accordance with the provisions of the Code of Companies and Associations.

#### **12 Bonds and Subscription Rights**

The board of directors is entitled to issue bonds at the conditions it deems appropriate, whether or not such bonds are guaranteed by a mortgage or otherwise.

The shareholders' meeting or, as the case may be, the board of directors in the framework of the authorized capital, may resolve to issue convertible bonds or subscription rights in accordance with the provisions of the Code of Companies and Associations.

### **TITLE III – ADMINISTRATION AND SUPERVISION**

#### **13 One-tier board structure**

The company is managed by a board of directors of minimum five and maximum nine members, who need not be a shareholder. At least three of the appointed members of the board of directors shall meet the criteria stated in the applicable law with respect to independent directors. At least a majority of the members of the board of directors should be non-executive.

The board of directors forms a college in accordance with the applicable rules on deliberating meetings.

The members of the board of directors are appointed by the shareholders' meeting. The duration of their mandate may not exceed four years. Members of the board of directors whose mandate has come to an end may be reappointed.

If a membership of the board of directors is entrusted to a legal entity, such legal entity shall appoint a physical person as its permanent representative in accordance with the applicable legal provisions, subject to acceptance of this person by the other members of the board of directors.

## **14 Board of directors**

### **14.1 Powers of the board of directors**

The board of directors has the power to carry out all acts necessary or useful for the realisation of the company's object with the exception of those reserved to the shareholders' meeting by applicable law.

Within the limits of its authority, the board of directors may confer special powers on agents of its choice.

### **14.2 Casual Vacancy**

In the event of a casual vacancy in the board of directors, the remaining members of the board of directors have the right to temporarily fill such vacancy until the shareholders' meeting appoints a new member of the board of directors. To this end, the appointment shall be put on the agenda of the first following shareholders' meeting. Each member of the board of directors appointed this way by the shareholders' meeting shall complete the mandate of the member of the board of directors he replaces, unless the shareholders' meeting decides otherwise.

### **14.3 Chair**

The board of directors elects a chair from among its members and may also elect one or more vice-chair.

### **14.4 Meetings of the board of directors**

The board of directors is convened by its chair, or, in case of impediment of the latter, by a vice-chair, or by two members of the board of directors, each time the interests of the company so require.

The notices of the meetings of the board of directors are, except in the event of emergency (which is to be motivated in the minutes), provided by telecopy, by electronic mail or by phone at least four calendar days prior to the meeting. The meeting is held at the place mentioned in the convening notice.

If the chair is unable to attend, the board of directors is chaired by the vice-chair, or, in the absence of the latter, by the oldest member present.

The validity of the convening notice cannot be challenged if all members of the board of directors are present or validly represented.

#### 14.5 Deliberation

The board of directors may validly deliberate only if at least half of its members are present or represented. If this quorum is not satisfied, a new meeting may be convened with the same agenda, which will be able to validly deliberate and resolve provided that at least two members are present or represented. Members of the board of directors who, in accordance with applicable law, may not participate in the deliberation and the vote are not included to determine whether the quorum has been reached.

Board members can be present at the meeting of the board of directors by electronic communication means, such as, among others, phone- or videoconference, provided that all participants to the meeting can communicate directly with all other participants. In such case, the meeting is deemed to take place at the office of the company, unless agreed upon differently by the board of directors. The same applies to meetings of the board of directors to be held in the presence of a notary public, it being understood, however, that in such case at least one member of the board of directors or the meeting's secretary shall physically attend the meeting in the presence of the notary public and that the meeting is deemed to take place at the notary public's office, unless agreed upon differently by the board of directors. The minutes of the meeting shall mention the manner in which the members of the board of directors were present.

With respect to items that were not mentioned in the agenda, the board of directors can deliberate validly only with the consent of the entire board of directors and insofar all members are present *in persona*. Such consent is deemed to be given if no objection is made according to the minutes.

Each member of the board of directors can give a power of attorney to another member to represent him at a meeting of the board of directors and to vote in his place, by normal letter, by e-mail or by any other means of communication replicating a printed document. Without prejudice to the rules of collegiality, a board member may represent more than one of his/her colleagues.

The resolutions of the board of directors are taken by simple majority of the votes cast. Blank and invalid votes are not included in the votes cast, neither in the numerator nor in the denominator. In case of a tie, the chair has the casting vote.

Board of directors' resolutions may be approved by unanimous written consent of all members, unless otherwise provided in these articles of association and save for decisions requiring a notarial deed.

The members of the board of directors need to respect the provisions and formalities on conflicts of interest as well as on related party transactions set forth in applicable law.

#### **14.6 Minutes**

The deliberations of the board of directors are enacted in minutes that are signed by the chair and by the members of the board of directors who wish to do so. The powers of attorney are attached to the minutes. If a member expressly refuses to sign the minutes, this shall be reflected in the minutes with the motivation of such refusal.

The copies or extracts, to be submitted in legal proceedings or otherwise, shall be signed by the chair of the board of directors or by two members of the board of directors.

#### **14.7 Remuneration of the members of the board of directors**

The shareholders' meeting may grant remuneration to the members of the board of directors. The board of directors is empowered to distribute amongst its members the global remuneration granted by the shareholders' meeting.

#### **15 Delegation of day-to-day management**

The board of directors is authorized to delegate the day-to-day management of the company as described in the Code of Companies and Associations and the representation powers pertaining to such management to one or more persons. The board of directors appoints and revokes the person(s) entrusted with such management and determines the remuneration linked to this mandate.

If several persons are appointed, they form a collegial body and the board of directors determines the operating procedures of the persons entrusted with the day-to-day management of the company.

Limitations of the representation powers of the persons entrusted with the day-to-day management, other than those relating to the joint signatory authority, are not enforceable vis-à-vis third parties, even if they are published.

Within the limits of the powers delegated to them, the persons entrusted with the day-to-day management may grant specific and determined powers to one or more persons of their choice.

If the powers of day-to-day management are entrusted to a legal entity, such legal entity shall appoint a physical person as its permanent representative in accordance with the applicable legal provisions, subject to acceptance of this person by the board of directors.

The board of directors may also set up an executive committee, of which it determines the composition, the mission and powers.



## **16 Representation**

### **16.1 General authority**

Without prejudice to the general representation authority of the board of directors acting as a collegial body, the company is validly represented in dealings with third parties and in legal proceedings by two directors acting jointly, provided that these directors cannot be directors who factually represent shareholders holding more than 20 percent of the company's capital.

### **16.2 Delegated authorities**

Within the limits of the day-to-day management, the company is furthermore validly represented in dealings with third parties and in legal proceedings by the person(s) entrusted with the day-to-day management of the company acting jointly or individually in accordance with the delegation by the board of directors.

Moreover, the company is validly bound by special attorneys-in-fact within the limits of the powers granted to them.

## **17 Committees within the board of directors**

The board of directors establishes an audit committee, a remuneration committee and a nomination committee, whereby the remuneration committee and the nomination committee may be combined.

The board of directors may create amongst its members, and under its responsibility, one or more other advisory committees, of which it determines the composition and the missions.

## **18 Control**

To the extent required by law, the control of the financial situation, of the annual accounts and of the regularity from point of view of the Code of Companies and Associations and the articles of association of the activities to be reflected in the annual accounts, are assigned to one or more statutory auditors ("*commissarissen*") who are appointed by the shareholders' meeting amongst the Company Auditors entered in the public register of the statutory auditors or among the registered audit firms and who carry the title of statutory auditor ("*commissaris*").

The shareholders' meeting determines the number of statutory auditors and fixes their remuneration.

The statutory auditors are appointed by the shareholders' meeting, in accordance with the applicable legal provisions, for a renewable period of three years. On penalty of indemnity, they may be dismissed during their mandate by the shareholders' meeting for legal reasons only, subject to compliance with the procedure described in the Code of Companies and Associations.

The expiring mandate of a statutory auditor ceases immediately after the annual shareholders' meeting.

In the absence of a statutory auditor whilst such appointment is required by law or when all statutory auditors are in the impossibility to perform their mandates, the board of directors immediately convenes the shareholders' meeting to arrange for their appointment or replacement.

The statutory auditors are granted a fixed remuneration by the shareholders' meeting; this amount is established at the beginning of their mandate. This amount may be changed only by consent of the parties.

## **19 Task of the Statutory Auditor**

The statutory auditors have, jointly or severally, an unlimited right of supervision over all activities of the company. They may review all books, correspondence, minutes and in general all documents of the company at the premises of the company.

Each semester, the board of directors provides them with a status report summarizing the assets and liabilities of the company.

The statutory auditors may arrange to be assisted in the performance of their task, at their costs, by employees or other persons for whom they are responsible.

## **TITLE IV – SHAREHOLDERS' MEETINGS**

### **20 Composition and Authorities**

The regularly composed shareholders' meeting represents the entirety of the shareholders. The resolutions of the shareholders' meeting are binding upon all shareholders, even those absent or those who voted against.

### **21 Meeting**

The annual shareholders' meeting is held on the last Tuesday of the month of April at 2:00 p.m. (Belgium time). If such day is a public holiday in Belgium or in The Netherlands, the shareholders' meeting will be held on the following day that is a business day in both Belgium and The Netherlands, at 2:00 p.m. (Belgian time).

The annual shareholders' meeting deals with the annual accounts and, after approval thereof, resolves by separate votes on the release from liability of the members of the board of directors and the statutory auditor.

An extraordinary shareholders' meeting may be convened each time the interest of the company so requires and is to be convened each time shareholders representing together at least one tenth of the capital so request in accordance with the applicable law.

The shareholders' meetings take place at the office of the company or at any other place that is mentioned in the convening notice.

## 22 Notice

The shareholders' meeting assembles pursuant to a convening notice issued by the board of directors or by the statutory auditor(s).

The invitations to a shareholders' meeting are made in accordance with applicable law.

The convening notice for a shareholders' meeting contains at least the information as required by applicable law.

On the day of publication of the convening notice and uninterruptedly until the day of the shareholders' meeting, the company makes available to its shareholders the information as required by applicable law. This information remains accessible on the company's website for a period of five years as from the date of the shareholders' meeting to which it relates.

The foregoing does not prejudice the possibility of one or more shareholders possessing together at least three percent of the capital to have items to be dealt with put on the agenda of the shareholders' meeting and table proposals of resolutions with respect to items on the agenda or items to be put on the agenda, subject to compliance with applicable law. This does not apply in case a shareholders' meeting is called with a new notice because the quorum required for the first convening was not satisfied, and provided that the first notice complied with the provisions of the law, the date of the second meeting is mentioned in the first notice and no new item is put on the agenda. The company must receive such requests ultimately on the 22<sup>nd</sup> day before the date of the shareholders' meeting. The items to be dealt with and the proposed resolutions pertaining thereto to be added to the agenda, as the case may be, will be published in accordance with the provisions of the Code of Companies and Associations. If a proxy form has already been submitted to the company before the publication of the completed agenda, the proxy holder will need to comply with the relevant provisions of the Code of Companies and Associations. The items to be dealt with and the proposed resolutions pertaining thereto that have been added to the agenda pursuant to the foregoing, shall only be discussed if all relevant provisions of the Code of Companies and Associations have been complied with.

### 23 Admission

The right to participate in a shareholders' meeting and to vote is only granted based on an accounting registration of the shares on the name of the shareholder, on the 14<sup>th</sup> day before the shareholders' meeting, at midnight (Belgian time), either by their registration in the register of registered shares of the company, or by their registration on the accounts of a recognized account holder or of a clearing institution, irrespective of the number of shares the shareholder possesses at the day of the shareholders' meeting.

The day and time referred to in the first paragraph form the record date.

The shareholder notifies the company, or the person appointed by the company for this purpose, ultimately on the sixth day before the date of the meeting, that he wants to participate in the shareholders' meeting.

The financial intermediary or the recognized account holder or the clearing institution provides the shareholder with a certificate evidencing the number of dematerialized shares registered in the shareholder's name on his accounts on the record date, for which the shareholder has indicated his desire to participate in the shareholders' meeting.

In a register designated by the board of directors, the name and address or office of each shareholder who has notified the company of its intention to participate in the shareholders' meeting are noted, as well as the number of shares he possessed on the record date and for which he has indicated to be participating in the shareholders' meeting, and the description of the documents demonstrating that he was in possession of the shares on said record date.

An attendance list, mentioning the names of the shareholders and the number of shares they represent, must be signed by each of them or by their proxy holders before entering the meeting.

The holders of profit sharing certificates ("*winstbewijzen/parts bénéficiaires*"), non-voting shares, convertible bonds, subscription rights or other securities issued by the company, as well as the holders of certificates issued with collaboration of the company and representing securities issued by the company (if any such exist), may attend the shareholders' meeting with advisory vote insofar permitted by law. They may only participate in the vote in the cases determined by law. They are in any event subject to the same formalities as those imposed on the shareholders, with respect to notice of attendance and admission, and the form and submission of proxies.

## 24 Representation – Remote Voting – Remote Attendance

Each shareholder with voting rights may participate in the meeting in person or may have himself represented by a proxy holder in accordance with the provisions of the Code of Companies and Associations.

A person acting as proxy holder may carry a proxy of more than one shareholder; in such case he may vote differently for one shareholder than for another shareholder.

The appointment of a proxy holder by a shareholder must be in writing or by means of an electronic form and must be signed by the shareholder, as the case may be with an electronic signature within the meaning of the applicable law provisions.

The notification of the proxy to the company must be in writing, as the case may be by electronic means, to the address mentioned in the convening notice. The company must receive the proxy ultimately on the sixth day before the date of the meeting.

The board of directors may determine the text of the proxies provided that the liberty of the shareholder to vote must be respected and that the modalities do not diminish the shareholder's rights.

The board of directors has the possibility to provide in the convening notice that the shareholders can vote remotely, prior to the shareholders' meeting, by letter or electronically, by means of a form made available by the company.

In case of remote voting by letter, any forms that have not been received by the company ultimately on the sixth day before the date of the meeting shall not be taken into account.

In case of remote voting by electronic means, assuming the convening notice allows this, the modalities permitting the shareholder to vote by such means will be established by the board of directors, who will ensure that the applied communication means are able to implement the mandatory legal statements, to supervise compliance with the required timing of receipt and to control the capacity and identity of the shareholder. Electronic voting is possible until the day prior to the shareholders' meeting.

The shareholder who uses distant voting, either by letter, or, as the case may be, by electronic way, must comply with the requirements for admission as set forth in article 23 of the articles of association.

The board of directors can offer the shareholders the possibility to participate in the shareholders' meeting remotely, by means of a communication mechanism made available by the company. With respect to the compliance with the conditions relating to attendance and majority, the shareholders who participate in the shareholders' meeting by such means, as the case may be, are deemed to be present at the location where the shareholders'

meeting is held. If the board of directors offers the possibility to participate remotely in the shareholders' meeting by such means, the board determines the conditions applicable hereto in accordance with the relevant provisions of the Code of Companies and Associations. The board of directors may extend this possibility (if it is offered) to the holders of profit sharing certificates, non-voting rights, convertible bonds, subscription rights or certificates issued with collaboration of the company, taking into account the rights attached thereto and in accordance with the relevant provisions of the Code of Companies and Associations.

## 25 Bureau

Every shareholders' meeting is chaired by the chair of the board of directors or, absent any chair or if the chair cannot attend, by another member of the board of directors thereto appointed by his colleagues.

The chair of the meeting appoints the secretary, who does not necessarily need to be shareholder or member of the board of directors.

If the number of shareholders so allows the shareholders' meeting elects two vote counters. The other members of the board of directors who are present complete the bureau.

## 26 Adjournment

The board of directors has the right, prior to any ordinary, special or extraordinary shareholders' meeting, to postpone or cancel the meeting. This is in addition to the legal right of the board of directors to postpone any ordinary, special or extraordinary shareholders' meeting for up to five weeks due to an announcement regarding a significant participation, and during the ordinary shareholders' meeting to postpone for five weeks, the decision regarding the approval of the financial statements.

This adjournment of the decision regarding the approval of the financial statements puts an end to the deliberation and renders invalid the resolutions passed with regard to the financial statements, including the resolutions on the discharge of the members of the board of directors and the auditors. However, it does neither affect the deliberation nor the decisions in respect of resolutions having nothing to do with the financial statements.

All shareholders shall be called to attend the next meeting and admitted, provided that they have completed the formalities laid down in the articles of association, and this regardless of whether or not they attend the first meeting either in person or by proxy.

At the second meeting, the agenda of the initial meeting shall be dealt with in its entirety.

**27 Number of Votes**

Each share carries one vote.

**28 Deliberation**

The shareholders' meeting cannot deliberate on items that are not mentioned in the agenda, unless all shareholders are present or represented at the meeting and they unanimously decide to deliberate on these items.

The members of the board of directors answer the questions they are asked by the shareholders, during the meeting or in writing, relating to their report or to the agenda items, insofar the communication of information or facts is not of such nature that it would be detrimental to the business interests of the company or to the confidentiality to which the company or the members of the board of directors are bound. The statutory auditors answer the questions they are asked by the shareholders, during the meeting or in writing, relating to their report, insofar the communication of information or facts is not of such nature that it would be detrimental to the business interests of the company or to the confidentiality to which the company, the members of the board of directors or the statutory auditors are bound. In case several questions relate to the same subject matter, the members of the board of directors and the statutory auditors may respond in one answer. As soon as the convening notice is published, the shareholders may ask their questions in writing, which will be answered during the meeting by the members of the board of directors or the statutory auditors, as the case may be, insofar such shareholders have complied with the formalities to be admitted to the meeting. The questions may also be directed to the company by electronic way via the address that is mentioned in the convening notice for the shareholders' meeting. The company needs to receive these written questions ultimately on the sixth day before the meeting.

Except when otherwise provided for by legal provisions or by the articles of association, the resolutions are taken by simple majority of the votes cast, irrespective of the number of shares represented at the meeting.

If for a resolution pertaining to an appointment no candidate obtains the absolute majority of the votes cast, a new vote will be organized between the two candidates who obtained the most votes. If such new vote results in a tie, the elder candidate is elected.

The votes cast during the meeting are taken by raising hands or by calling off names, unless the shareholders' meeting decides otherwise by simple majority of the votes cast.

A change of the articles of association can only be validly deliberated and resolved by an extraordinary shareholders' meeting in the presence of a notary and in compliance with applicable law.

## **29 Minutes**

The minutes of the shareholders' meeting are signed by the members of the bureau and by the shareholders who ask to do so. The attendance list, and as the case may be, reports, proxies and/or written votes shall remain attached to the minutes.

Except when otherwise provided for by law, extracts to be submitted in legal proceedings or otherwise, are to be signed by one or more members of the board of directors.

The minutes shall mention, for every resolution, the number of shares for which valid votes are cast, the percentage of the capital that these shares represent, the total number of votes validly cast, and the number of votes cast in favor or against each resolution, as well as the number of abstentions, if any. In the minutes of the shareholders' meetings with possibility of remote attendance (if this possibility is offered) the technical problems and incidents (if any) that have hindered or disturbed the participation by electronic means, shall be mentioned. This information will be published by the company on its website, within 15 days as from the shareholders' meeting.

## **TITLE V – ANNUAL ACCOUNTS – DISTRIBUTION OF PROFITS**

### **30 Annual Accounts**

The financial year commences on the first of January and ends on the thirty first of December of each calendar year.

At the end of each financial year the board of directors draws up an inventory as well as the annual accounts. To the extent required by law, the members of the board of directors also draw up a report in which they account for their management.

This report contains a comment on the annual accounts in which a true overview is given of the operations and of the position of the company, as well as other information required by applicable law.

### **31 Approval of the Annual Accounts**

The annual shareholders' meeting takes note of, as the case may be, the annual report and the report of the statutory auditor(s) and resolves on the approval of the annual accounts.

After approval of the annual accounts, the shareholders' meeting resolves, by separate vote, on the release from liability of the members of the board of directors and, as the case may be, of the statutory auditor(s). This release from liability is only valid if the annual accounts do not contain omissions or false statements which cover up the true situation of the company, and, with respect to acts in violation of the articles of association, only if these acts are specifically pointed out in the convening notice.



The board of directors ensures that the annual accounts and, as the case may be, the annual report and other documents required by applicable law are filed with the National Bank of Belgium within 30 days after the approval of the annual accounts.

### **32 Distribution**

Each year an amount of five percent of the net profits mentioned in the annual accounts is allocated to constitute a legal reserve; such allocation ceases to be mandatory once the legal reserve amounts to one tenth of the capital.

Upon a motion of the board of directors, the shareholders' meeting resolves with simple majority of the votes cast on the destination of the balance of the net profits, subject to the provisions of the Code of Companies and Associations.

### **33 Dividend Payments**

The payment of dividends occurs at the date and place determined by the board of directors.

Subject to the provisions of the Code of Companies and Associations, the board of directors may distribute interim dividends out of the current financial year's results or out of the profit of the previous financial year as long as the financial statements of that financial year have not yet been approved.

## **TITLE VI – DISSOLUTION – WINDING-UP**

### **34 Early Dissolution**

When, as a result of losses incurred, the net assets have decreased to a level of less than half of the capital, the members of the board of directors must submit a motion on the dissolution of the company and, as the case may be, other measures to the shareholders' meeting, who will deliberate in accordance with applicable law.

When the net assets, as a result of losses incurred, have decreased to a level of less than one fourth of the capital, a resolution to dissolve the company can be taken by one fourth of the votes cast at the shareholders' meeting, whereby abstentions are not included in the numerator nor in the denominator.

When the net assets have decreased to a level of less than the legal minimum amount, every party having an interest or the public prosecutor may petition the court to dissolve the company in accordance with applicable law. As the case may be the court may allow the company a period to regularize its situation.

**35 Dissolution**

A motion to dissolve the company voluntarily can be resolved only by an extraordinary shareholders' meeting and is subject to the applicable legal provisions.

After its winding-up, and until the closing of its liquidation, the company continues to exist by operation of law as a legal entity for the purposes of its liquidation.

**36 Winding-Up**

In case of winding-up of the company, for any reason or at any time whatsoever, the winding-up is performed by liquidators appointed by the shareholders' meeting, and absent such appointment, the winding-up is performed by the board of directors acting in capacity of winding-up committee.

Except if otherwise resolved, the liquidators act jointly. To this effect, the liquidators have the most extensive powers in accordance with applicable law, subject to restrictions imposed by the shareholders' meeting.

The shareholders' meeting determines the compensation of the liquidators and their powers.

**37 Apportionment**

Following settlement of all debts, charges and costs of the liquidation, the net assets are first used to pay back, in cash or in kind, the fully paid-up and not yet paid back amount of the shares.

The balance, as the case may be, is divided in equal parts among all shares. The profit sharing certificates are not entitled to a part of the liquidation balance.

If the net proceeds are not sufficient to pay back all shares, the liquidators will first pay back these shares that are paid-up to a higher extent until they are at a level equal to the shares that are paid-up to a lesser extent, or they call for an additional paying-up of capital for the latter shares.

**TITLE VII – GENERAL PROVISIONS**

**38 Election of Domicile**

Each member of the board of directors, each member of the executive committee, each person entrusted with the day-to-day management of the company and each liquidator having its official residence abroad or in Belgium, is deemed to have elected domicile for the duration of his mandate at the office of the company, where writs of summons and notifications concerning company matters and the responsibility for its management can be validly made, with the exception of the notices to be made pursuant to these articles of association.

The holders of registered shares are obliged to notify the company of every change in domicile. Absent such notification, they are deemed to have elected domicile at their previous domicile.

### **39 Legal Provisions Incorporated in these Articles of Association**

The provisions of these articles of association that literally set forth the contents of the provisions of the Code of Companies and Associations, are mentioned for information purposes only and do not acquire thereby the character of statutory provision (“*statutaire bepaling*”).

### **40 Applicable Law**

For all matters that are not expressly regulated in these articles of association, or for the legal provisions from which would not be validly deviated in these articles of association, the provisions of the Code of Companies and Associations and the other provisions of Belgian law apply.

### **41 Indemnification**

To the extent permitted by law, the company will be permitted to indemnify the members of the board of directors, the members of the executive management, the members of the personnel and the representatives of the Company and its subsidiaries for all damages they may be due, as the case may be, to third parties as a result of breach of their obligations towards the company, managerial mistakes and violations of the Code of Companies and Associations, with the exclusion of damages that are due as a result of gross or intentional misconduct.

## **TEMPORARY PROVISIONS OF THE ARTICLES OF ASSOCIATION**

### Authorized capital

The board of directors has been granted the authority to increase the subscribed capital of the company, in accordance with applicable law, in one or several times, to the extent set forth hereafter. This authorization is valid for a period of five years from the date of publication of this authorization in the Annexes to the Belgian State Gazette.

Without prejudice to more restrictive rules set forth by law and without prejudice to the specific authorization for specific circumstances granted by the extraordinary shareholders' meeting of 25 April 2017 as mentioned in the section "Use of authorized capital in specific circumstances" of the articles of association of the company, the board of directors can increase the subscribed capital of the company in one or several times with an amount of up to EUR 67,022,402.04, i.e. 20 percent of the subscribed capital at the time of the convening of the shareholders' meeting granting this authorization. In accordance with applicable law, the board of directors cannot use the aforementioned authorization after the Financial Services and Markets Authority (FSMA) has notified the company of a public takeover bid for the company's shares.

The capital increases within the framework of the authorized capital may be achieved by the issuance of shares (with or without voting rights, and as the case may be in the context of a subscription rights plan for the company's or its subsidiaries' personnel, members of the board of directors and/or independent consultants), convertible bonds and/or subscription rights exercisable by contributions in cash or in kind, with or without issuance premium, and also by the conversion of reserves, including issuance premiums. Aforementioned subscription rights plans can provide that, in exceptional circumstances (among others in the event of a change in control of the company or decease), subscription rights can be exercised before the third anniversary of their award, even if the beneficiary of such subscription right is a member of the board of directors or a person entrusted with the day-to-day management.

When increasing the subscribed capital within the limits of the authorized capital, the board of directors may, in the company's interest, restrict or cancel the shareholders' preferential subscription rights, even if such restriction or cancellation is made for the benefit of one or more specific persons other than the employees of the company or its subsidiaries.

The board of directors can ask for an issuance premium when issuing new shares in the framework of the authorized capital. If the board of directors decides to do so, such issuance premium is to be booked on a non-available reserve account that can only be reduced or transferred by a decision of the shareholders' meeting adopted in the manner required for amending the articles of association.

The board of directors is authorized to bring the company's articles of association in line with the capital increases which have been decided upon within the framework of the authorized capital, or to instruct a notary public to do so.

Use of authorized capital in specific circumstances

The board of directors has been granted the authority to increase the subscribed capital of the company, in accordance with applicable law, in one or several times, to the extent set forth hereafter. This authorization is valid for a period of five years from the date of publication of this authorization in the Annexes to the Belgian State Gazette.

Without prejudice to more restrictive rules set forth by law, but also without prejudice to any other less restrictive authorizations granted by the extraordinary shareholders' meeting of 25 April 2017, the board of directors can increase the subscribed capital of the company in one or several times with an amount up to EUR 82,561,764.93, i.e. 33 percent of the subscribed capital at the time of the convening of the shareholders' meeting granting this authorization, upon a resolution of the board of directors that all independent members of the board of directors (within the meaning of the Code of Companies and Associations *juncto* the relevant principles of the Corporate Governance Code 2020) approved and relating to (i) the entire or partial financing of a transaction through the issue of new shares of the company, whereby "transaction" is defined as an acquisition (in shares and/or cash), a corporate partnership, or an in-licensing deal, (ii) the issue of subscription rights in connection with company's remuneration policy for its and its subsidiaries' employees, members of the board of directors and independent advisors, (iii) the financing of the company's research and development programs or (iv) the strengthening of the company's cash position. In accordance with applicable law, the board of directors cannot use the aforementioned authorization after the Financial Services and Markets Authority (FSMA) has notified the company of a public takeover bid for the company's shares. The maximum amount with which the subscribed capital can be increased in the framework of the authorized capital as mentioned in this temporary provision of the articles of association, is to be reduced by the amount of any capital increase realized in the framework of the authorized capital as mentioned in the preceding temporary provision of the articles of association (if any).

The capital increases within the framework of the authorized capital may be achieved by the issuance of shares (with or without voting rights, and as the case may be in the context of a subscription rights plan for the company's or its subsidiaries' personnel, members of the board of directors and/or independent consultants), convertible bonds and/or subscription rights exercisable by contributions in cash or in kind, with or without issuance premium, and also by the conversion of reserves, including issuance premiums. Aforementioned subscription rights plans can provide that, in exceptional circumstances (among others in the event of a change in control of the company or decease), subscription rights can be exercised before the third anniversary of their award, even if the beneficiary of such subscription rights is a member of the board of directors or a person entrusted with the day-to-day management.

When increasing the subscribed capital within the limits of the authorized capital, the board of directors may, in the company's interest, restrict or cancel the shareholders' preferential subscription rights, even if such restriction or cancellation is made for the benefit of one or more specific persons other than the employees of the company or its subsidiaries.

The board of directors can ask for an issuance premium when issuing new shares in the framework of the authorized capital. If the board of directors decides to do so, such issuance premium is to be booked on a non-available reserve account that can only be reduced or transferred by a decision of the shareholders' meeting adopted in the manner required for amending the articles of association.

The board of directors is authorized to bring the company's articles of association in line with the capital increases which have been decided upon within the framework of the authorized capital, or to instruct a notary public to do so.

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A R G O

ADVOCATEN | AVOCATS

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December 4, 2023

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 Rick Fremau  
 Aisha Jaspers  
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 Maxim Vanschooren  
 Charlotte Van Houwe  
 Thibaud De Bie

Ladies and Gentlemen,

**Re: GALAPAGOS NV**

We have acted as Belgian counsel to Galapagos NV (the “**Company**”), a company incorporated under the laws of the Kingdom of Belgium, in connection with the Company’s registration statement on Form S-8 (the “**Registration Statement**”) as filed publicly with the U.S. Securities and Exchange Commission (the “**Commission**”) on the date hereof under the Securities Act of 1933, as amended (the “**Securities Act**”) in respect of up to 1,975,000 ordinary shares without nominal value of the Company (the “**Shares**”) to be issued upon the exercise of subscription rights under the subscription right plan 2023 BE, the subscription right plan 2023 RMV and the subscription right plan 2023 ROW (the “**Plan**”).

We have examined originals or copies, certified or otherwise identified to our satisfaction, of: (i) the Registration Statement, (ii) a copy of the general rules of the Plan incorporated as an exhibit to the Registration Statement, (iii) a copy of the coordinated articles of association of the Company as at March 20, 2023, and (iv) such corporate documents and records of the Company and such other instruments, notarial deeds, certificates and documents as we have deemed necessary or appropriate as a basis for the opinions hereinafter expressed. In such examinations, we have assumed the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as copies or drafts of documents to be executed, the genuineness of all signatures and the legal competence or capacity of persons or entities to complete the execution of documents. As to various questions of fact which are material to the opinions hereinafter expressed, we have relied upon statements or certificates of public officials, directors of the Company and others.

We have further assumed for the purposes of this opinion, without investigation, that (i) the Company’s board of directors has duly authorized the Plan, (ii) all documents to be executed under the Plan have been duly authorized, executed and delivered by each of the parties thereto other than the Company, and (iii) the Plan has been, and will at all times be operated in accordance with its terms.

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Based upon and subject to the foregoing, and having regard to such other legal considerations which we deem relevant, we are of the opinion that under the laws of the Kingdom of Belgium, the Shares to be issued upon exercise of the subscription rights granted under the Plan, when (i) the Company has taken all necessary action to issue the Shares in compliance with the then applicable provisions of the Company's articles of association, the laws of Belgium and the terms of the Plan, and (ii) the Company will have received in full all amounts payable by the participants under the Plan in respect of the Shares, will be validly issued, fully paid for and non-assessable.

This opinion is limited to the laws of the Kingdom of Belgium as in effect on the date hereof.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement, without admitting we are "experts" within the meaning of the Securities Act of 1933, as amended, or the rules and regulations of the Commission thereunder with respect to any part of the Registration Statement.

Very truly yours,

/s/ Nico Goossens  
Nico Goossens

For and on behalf of Argo Law BV



**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We consent to the incorporation by reference in this Registration Statement on Form S-8 of our reports dated March 23, 2023, relating to the financial statements of Galapagos NV and subsidiaries (the “Company”) and the effectiveness of the Company’s internal control over financial reporting, appearing in the Annual Report on Form 20-F of the Company for the year ended December 31, 2022.

**Zaventem, Belgium, December 4, 2023.**

**/s/ Deloitte Bedrijfsrevisoren/Réviseurs d’Entreprises BV/SRL**

**Deloitte Bedrijfsrevisoren/Réviseurs d’Entreprises BV/SRL**



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**Subscription Right Plan 2023 ROW**

**GALAPAGOS NV**

**General Rules**

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#126141734v1<ACTIVE> - GLPG - Exhibit 99.1 to S-8 (Subscription Right Plan 2023 ROW\_E\_FINAL)

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## 1 Basis and Purpose

The Board of Directors of Galapagos NV (hereinafter referred to as the “**Company**”) has approved the present Subscription Right Plan 2023 ROW by notarial deed of 5 May 2023.

With the Plan set forth hereafter the Company wants to inform all Beneficiaries (see infra sub 2 (“Definitions: Beneficiary”) and sub 4 (“Beneficiaries of the Plan”)) of the conditions under which the Company is willing to offer Subscription Rights. The Company thus wants to acknowledge the efforts made by the Beneficiaries to help to develop the Company to a successful enterprise.

## 2 Definitions

In this Plan the words and terms mentioned hereunder have the meanings given below:

**Bad Leaver Situation:** the effective date on which one of the following situations occurs:

- (i) the termination at the request of the Subscription Right Holder of his/her employment agreement or management agreement with the Company or a Subsidiary, irrespective of the fact that such termination is established in a document signed by both parties (it being understood that the termination at the request of the Subscription Right Holder because such Subscription Right Holder has reached the age at which the Subscription Right Holder can receive state pension entitlement shall not be considered a Bad Leaver Situation), or
- (ii) the termination by the relevant Company or Subsidiary of the employment agreement or management agreement of a Subscription Right Holder based on any grounds for dismissal attributable to the Subscription Right Holder<sup>1</sup>, and/or any breach by the Subscription Right Holder in the performance of the relevant agreement;

**Beneficiary:** the Eligible Persons who received an Offer pursuant to this Plan, as determined by the Board of Directors;

**Board of Directors:** the Board of Directors of the Company;

**Company:** the limited liability company Galapagos, having its registered office at Generaal De Wittelaan L11 A3, 2800 Mechelen, Belgium;

**Control:** the power, *de jure* or *de facto*, to have a decisive influence on the appointment of the majority of the directors or on the orientation of the management, as set forth in article 1:14 *et seq.* of the Belgian Code of Companies and Associations. The terms “**to Control**” and “**Controlled by**” shall be construed accordingly;

**Deed of Approval:** the notarial deed enacting the approval by the Board of Directors of the Subscription Right Plan 2023 ROW;

**Deed of Issuance:** the notarial deed enacting (i) the acceptance or refusal of the Subscription Rights and (ii) the unconditional issuance of the Subscription Rights;

**Eligible Person:** the Employees and Managers of the Company and its Subsidiaries as described in Annex A to this Subscription Right Plan 2023 ROW;

**Employee:** each employee of the Company or a Subsidiary;

**Executive Committee:** the Executive Committee of the Company;

**Exercise Period:** a period of at least two weeks within the Exercise Term, to be determined by the Board of Directors, during which Subscription Rights can be Exercised;

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<sup>1</sup> Any grounds for dismissal attributable to the Subscription Right Holder includes a termination for urgent reasons within the meaning of the applicable legislation.

**Exercise Price:** the pre-determined price at which a New Share can be acquired when Exercising a Subscription Right, during one of the Exercise Periods within the Exercise Term;

**Exercise Term:** the term during which the Subscription Right Holder can Exercise his/her Subscription Rights to acquire Shares of the Company, taking into account the specific Exercise Periods and the specific exercise conditions as set forth in chapter 6 of this Plan;

**Exercise:** to make use of the right attached to the Subscription Rights that were acquired by accepting the Offer, to acquire New Shares at the Exercise Price;

**Good Leaver Situation:** the effective date of the cessation, in other circumstances than those listed in the definition of Bad Leaver Situation, of the employment agreement or management agreement of the relevant Subscription Right Holder with either the Company or a Subsidiary (including the relevant employing entity ceasing to be a Subsidiary of the Company), with the exception of a cessation accompanied by a simultaneous (other) employment or appointment of the relevant Subscription Right Holder (or a company Controlled by the Subscription Right Holder) as a Manager or Employee of the Company or a Subsidiary. For clarity, the termination at the request of the Subscription Right Holder of his/her employment agreement or management agreement because such Subscription Right Holder has reached the age at which the Subscription Right Holder can receive state pension entitlement shall be considered as a Good Leaver Situation;

**Grant:** the moment on which the Beneficiary accepts the Subscription Rights offered. For the purposes of this Plan, the Grant shall be deemed to take place on the sixtieth day following the date of the Offer if the Offer is accepted within sixty days after the date of the Offer;

**Manager:** a natural person who provides services to the Company or a Subsidiary on a contractual basis, other than pursuant to an employment agreement (irrespective of whether the contract was entered into directly with the relevant natural person or with a legal entity who has entrusted the performance of the services to such natural person);

**New Shares:** the Shares to be issued pursuant to the Exercise of the Subscription Rights under this Plan;

**Notice of Acceptance:** the form that the Beneficiary receives at the moment of the Offer and that the Beneficiary needs to return, duly executed, to the Company for the acceptance of the Offer;

**Offer:** the written and dated notification to the Beneficiaries of the Plan as to the opportunity for them to acquire Subscription Rights in accordance with the provisions of this Plan;

**Personal Representative(s):** the heir(s) of a Subscription Right Holder upon the latter's decease;

**Plan:** the present Subscription Right Plan 2023 ROW approved by the Board of Directors, as amended from time to time by the Board of Directors in accordance with the provisions of this Plan;

**Shares:** the shares of the Company;

**Subscription Right:** the right to subscribe, within the framework of this Plan, to one New Share within the Exercise Term and the Exercise Period and at the Exercise Price;

**Subscription Right Agreement:** the agreement that may be entered into between the Subscription Right Holder and the Company;

**Subscription Right Holder:** each Beneficiary who has accepted the Offer and who owns one or more Subscription Rights in accordance with this Plan;

**Subsidiary:** a company under the Control of the Company, as further set forth in article 1:15 of the Belgian Code of Companies and Associations.

Words and terms denoting the plural shall include the singular and vice versa.

### 3 Subscription Rights

#### 3.1 General

The number of Subscription Rights issued in the framework of this Plan is maximum 759,500. These Subscription Rights will be designated as “Subscription Rights 2023 ROW”. The Eligible Persons are described in Annex A to this Plan and the Subscription Rights can be granted by the Board of Directors to any of the Eligible Persons from time to time.

The Subscription Rights are granted by the Board of Directors to the Beneficiaries for free.

Each Subscription Right entitles the Beneficiary to subscribe to one New Share in accordance with the terms and conditions of the Plan.

Offers under this Plan do not need to be the same for every Beneficiary.

#### 3.2 Number per Beneficiary

The number of Subscription Rights to be offered to the Beneficiaries is determined by the Board of Directors and will be set out in the Offer.

#### 3.3 Transfer restrictions

The Subscription Rights received are registered in the name of the Subscription Right Holder and cannot be transferred *inter vivos* once granted to a Beneficiary.

The Subscription Rights cannot be encumbered by any pledge or in any other manner.

Subscription Rights that, in contravention with the foregoing, are transferred or encumbered shall automatically become null and void.

#### 3.4 Exercise Price

The Exercise Price per Subscription Right will be determined by or on behalf of the Board of Directors at the time of the Offer.

As the Shares of the Company are listed or traded on a regulated market at the date of the Offer, the Exercise Price of the Subscription Rights will at least be equal to (a) the closing price of the Share of the Company on Euronext Amsterdam and Brussels on the last trading day preceding the date of the Offer, or (b) the average of the closing price of the Share of the Company on Euronext Amsterdam and Brussels during the last thirty (30) days preceding the date of the Offer.

Upon Exercise and subsequent capital increase, the Exercise Price must be booked as capital for an amount equal to the accounting par value of the Shares at the moment of the establishment of the capital increase resulting from the Exercise. The part of the Exercise Price that exceeds the accounting par value must be booked as an issuance premium.

In deviation of article 7:71, first indent, of the Belgian Code of Companies and Associations and without prejudice to the exceptions provided by law, the Company, represented by the Board of Directors, expressly reserves the right to take any possible decisions and to carry out any possible transactions which may have an impact on its capital, on the distribution of the profit or on the liquidation surpluses or that may otherwise affect the rights of the Subscription Right Holders, even in the event that these decisions might cause a reduction of the benefits offered to the Subscription Right Holders, unless the only purpose of these decisions and transactions would be such reduction of benefits.

Should the rights of the Subscription Right Holders be materially affected by such a decision or transaction, the Company, represented by the Board of Directors, may, in its sole discretion, make modifications to (i) the number of Shares that relates to one Subscription Right, (ii) the Exercise Price and/or (iii) any other features of the Plan. As soon as reasonably practicable, the Company shall give notice in writing of such modification to the relevant Subscription Right Holders.

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In case of a merger, demerger or stock-split of the Company, the rights of the outstanding Subscription Rights and/or the Exercise Price of the Subscription Rights shall be adjusted in accordance with the conversion ratio applicable at the occasion of the merger, demerger or the stock-split to the other shareholders.

### **3.5 Administration of the Subscription Right Plan**

The Company is responsible for the management and the administration of the Plan and ensures that all questions of Beneficiaries or Subscription Right Holders are answered accurately and rapidly.

### **3.6 Expiration of Subscription Rights**

The Subscription Rights for which no Offer has been made by the Board of Directors to Beneficiaries by 31 December 2023 shall automatically expire and become null and void at 24:00 hours (midnight) on the 31<sup>st</sup> of December 2023.

## **4 Beneficiaries of the Plan**

Beneficiaries are the Eligible Persons who received an Offer pursuant to this Plan, as determined by the Board of Directors.

The Subscription Rights under this Plan are reserved for and granted to Employees and Managers who are all members of the personnel as defined in article 1:27 of the Belgian Code of Companies and Associations.

## **5 Acceptance or Refusal of the Offer**

The Beneficiaries have the possibility to accept the individual Offer in whole, in part or not at all. Each Beneficiary shall receive a Notice of Acceptance form wherein the Beneficiary mentions his/her decision regarding the Offer: (full or partial) Acceptance or Refusal. Acceptance of the Offer has to be formally established by ticking the relevant paragraph in the Notice of Acceptance.

The Notice of Acceptance needs to be returned prior to the ultimate date of response as set forth in the Notice of Acceptance, duly completed and signed, to the address mentioned in the Notice of Acceptance. Such ultimate date of response cannot be later than 140 calendar days after the date of the Offer.

In case the Beneficiary has not accepted the Offer in writing prior to the date mentioned in the Notice of Acceptance, she/he shall be deemed to have refused the Offer.

For the purposes of this Plan, the Subscription Rights shall be deemed to be granted on the sixtieth day following the date of the Offer if the Offer is accepted within sixty days after the date of the Offer.

The Subscription Rights are registered in the name of the Beneficiary. In case of acceptance, the Beneficiary will be recorded as a Subscription Right Holder in the register of subscription right holders of the Company. This register, which may be held in electronic form, mentions the identity of the Subscription Right Holders and previous subscription right holders and the number of Subscription Rights held by them. The Subscription Right Holder will receive a confirmation of the number of Subscription Rights she/he has accepted.

The Remuneration Committee may decide to replace or complete the Notice of Acceptance by or with a written Subscription Right Agreement to be signed by the Subscription Right Holder and the Company and which shall contain the conditions determined by the Remuneration Committee, in accordance with this Plan.

The Beneficiary who has accepted the Offer will receive the Subscription Rights as soon as these have been issued by the Deed of Issuance.

## **6 Exercise and Payment Conditions**

### **6.1 Exercise Term**

The Exercise Term is eight (8) years, starting from the date of the Offer. Unless otherwise provided, a Subscription Right shall automatically lapse and become null and void at 24:00 hours (midnight) on the day preceding the eighth (8th) anniversary date of the date of the Offer

### **6.2 Vesting of Subscription Rights**

Except to the extent expressly stated otherwise in this Plan, any addendum to this Plan or decided otherwise by the Board of Directors in accordance with section 8.5 the granted Subscription Rights will vest in instalments on the following vesting dates:

- 25% of the granted Subscription Rights (rounded down to the nearest integer) vesting on the first day of the second calendar year following the calendar year in which the Grant was made;
- 25% of the granted Subscription Rights (rounded down to the nearest integer) vesting on the first day of the third calendar year following the calendar year in which the Grant was made; and
- the remainder of the granted Subscription Rights vesting on the first day of the fourth calendar year following the calendar year in which the Grant was made.

### **6.3 Exercise Period**

Subscription Rights may not be exercised until they have vested pursuant to section 6.2. As of the commencement of (i) the second calendar year following the calendar year in which the Grant was made, the first instalment of vested Subscription Rights may be exercised, (ii) the third calendar year following the calendar year in which the Grant was made, the second instalment of vested Subscription Rights may be exercised, and (iii) the fourth calendar year following the calendar year in which the Grant was made, the third instalment of vested Subscription Rights may be exercised, during an Exercise Period.

The Board of Directors will establish at least one Exercise Period of at least two weeks per calendar year. It is the responsibility of the Beneficiary to timely seek information from the Company relating to the establishment of Exercise Periods. The Board of Directors may establish more than one Exercise Period per calendar year if it deems fit.

The Board of Directors may decide, in accordance with the applicable rules relating to abuse of inside information, to establish closed periods during which the Subscription Rights cannot be exercised.

### **6.4 Conditions of Exercise**

Individual Subscription Rights can only be exercised as a whole.

In order to exercise a Subscription Right, the Subscription Right Holder needs to submit an appropriate declaration to that effect (the exercise form) to the Board of Directors or to an authorized person designated by the Board of Directors, and to pay the Exercise Price into a bank account designated by the Company and opened in the name of the Company.

On the exercise form, the Subscription Right Holder needs to mention the number of Subscription Rights he desires to exercise.

In case the bank account is not or not sufficiently credited prior to the end of the Exercise Period, the Subscription Rights will be deemed not to be exercised. The Company will inform the Subscription Right Holder thereof and will reimburse the amount that was deposited too late or was insufficient as soon as possible within the limits set by law. The Subscription Rights will consequently not be lost and remain exercisable at a later stage insofar as the Exercise Term has not expired.

### **6.5 Impact of capital increases decided by the Company**

In deviation of article 7:71, second indent, of the Belgian Code of Companies and Associations, the Subscription Right Holders shall not have any right of premature exercise of their Subscription Rights in the event of a capital increase decided by the Company. Should the rights of the Subscription Right



Holders be materially affected by such a decision, the Company, represented by the Board of Directors, may, in its sole discretion, make modifications to (i) the number of Shares that relates to one Subscription Right, (ii) the Exercise Price and/or (iii) any other features of the Plan. As soon as reasonably practicable, the Company shall give notice in writing of such modification to the relevant Subscription Right Holders.

By way of exception to the previous indent, in the event of a capital increase in cash, the Company, represented by the Board of Directors, may also decide, in its sole discretion, to allow the Subscription Right Holders to exercise prematurely their Subscription Rights and possibly participate in the capital increase as shareholders, insofar as this right belongs to the existing shareholders. In such case if a Subscription Right, that is not exercisable or cannot be exercised in accordance with the issuance conditions (as specified in the Plan), becomes prematurely exercisable and is thus also prematurely exercised in accordance with the decision of the Board of Directors, the New Shares that the Subscription Right Holders receives as a result of such Exercise will not be transferable, except with the explicit prior consent of the Board of Directors, until such time as the Subscription Right would have become exercisable in accordance with the Plan.

## **6.6 Change in Control of the Company**

Notwithstanding anything to the contrary in this Plan, in the event of a change in Control of the Company, all Subscription Rights that are still outstanding under this Plan at such time shall, in principle, immediately vest (to the extent they had not all vested yet) and become immediately exercisable during an Exercise Period determined by the Board of Directors, provided, however, that in compliance with applicable (tax) laws the Board of Directors is authorized to establish certain conditions for such vesting and/or exercising that will be applicable to some or all of the Subscription Right Holders involved, and provided further that, in the event a public takeover bid is made on the securities of the Company, the Subscription Rights shall immediately become fully vested and exercisable as from the date of the announcement of such public takeover bid by the FSMA. In such case, the Board of Directors shall establish an Exercise Period as soon as practicable following the announcement of such public takeover bid.

Furthermore, the transfer restrictions set forth in section 3.3 are not applicable to transfers of Subscription Rights pursuant to a public takeover bid or a public squeeze-out bid on the securities in the Company.

## **7 Issuance of New Shares**

The Company shall only be obliged to issue New Shares pursuant to the Exercise of Subscription Rights if all exercise conditions set forth in chapter 6 have been complied with.

The Board of Directors or its proxyholder shall to this effect timely, at a date to be determined by the Board of Directors or its proxyholder and at least once following each Exercise Period, have the capital increase established by notary deed, taking into account the time needed to fulfill the required administrative formalities.

New Shares participate in the profit of the financial year of the Company that started on the first of January of the year in which the relevant New Shares have been issued.

In view of a rapid delivery of the Shares resulting from the exercise of Subscription Rights, the Company may propose to the Subscription Right Holders who have complied with the exercise conditions to receive existing Shares awaiting the issuance of New Shares by notary deed. In such case the Subscription Right Holders will receive an advance of existing Shares subject to the condition that they sign an authorization by which the New Shares will, upon issuance, immediately and directly be delivered to the Company or to any other party who advanced them the existing Shares.

The Board of Directors has granted power of attorney to any two (2) members of the Board of Directors acting jointly, as well as to each Executive Committee member acting individually, with possibility of sub-delegation and the power of subrogation, to take care of the establishment by notary deed of the acceptance of the Subscription Rights offered, the exercise of the Subscription Rights, the issuance of the corresponding number of New Shares, the payment of the exercise price in cash, the corresponding

realization of the capital increase, the allocation to the unavailable account “issuance premiums” of the difference between the subscription price for the Shares and the accounting par value, to bring the Articles of Association in accordance with the new situation of the registered capital, to sign and deliver the relevant Euroclear and bank documentation, and to sign and deliver all necessary documents in connection with the delivery of the Shares (acquired as a result of the exercise of the Subscription Rights) to the Beneficiaries.

The Company will take the necessary actions to have the New Shares listed for trading on a regulated market as soon as they have been issued.

## **8 Cessation of the Employment or Service Relationship**

### **8.1 Cessation of the relationship before the date of the Deed of Issuance**

If a Beneficiary is not a member of the personnel (within the meaning of article 1:27 of the Belgian Code of Companies and Associations) of the Company or any of its Subsidiaries on the date of the Deed of Issuance, the Beneficiary shall be deemed to have refused the Offer and the Subscription Rights offered to such Beneficiary shall not be issued.

### **8.2 Good Leaver Situation**

If a Good Leaver Situation arises with respect to a Subscription Right Holder, the Subscription Rights of said Subscription Right Holder shall continue to vest as set forth in Section 6.2 (if unvested) and, if and when vested, the Exercise Term of the non-exercised Subscription Rights shall remain unchanged and the Subscription Right Holder will have the time to exercise his/her non-exercised Subscription Rights during each Exercise Period within the Exercise Term.

If the Good Leaver Situation is caused by the decease of the relevant Subscription Right Holder or after the establishment of a Good Leaver Situation the relevant Subscription Rights Holder passes away, all Subscription Rights held by such Subscription Right Holder shall pass to his/her Personal Representative(s) and, upon vesting of the Subscription Rights, the Personal Representative(s) will be able to exercise the non-exercised Subscription Rights during each Exercise Period within the Exercise Term.

### **8.3 Bad Leaver Situation**

#### **8.3.1 After the vesting of (part of) the granted Subscription Rights**

In case a Bad Leaver Situation occurs after the vesting of (part of) the Subscription Rights pursuant to section 6.2, the relevant Subscription Right Holder will have time to exercise, during an Exercise Period, his/her vested non-exercised Subscription Rights until six months after the date of the Bad Leaver Situation. All his/her remaining vested non-exercised Subscription Rights shall become null and void upon the expiry of such six-month period.

#### **8.3.2 Before the vesting of (part of) the granted Subscription Rights**

In case the Bad Leaver Situation occurs before the vesting of (part of) the Subscription Rights pursuant to section 6.2, all granted Subscription Rights that have not vested yet pursuant to section 6.2 on the Date of the Bad Leaver Situation shall automatically become null and void.

### **8.4 Change of employment**

**8.4.1** In case of a cessation of the employment agreement or management agreement for any reason whatsoever, in whatever form and by whomever initiates it of the relevant Subscription Right Holder accompanied by a simultaneous (other) employment or appointment of the relevant Subscription Right Holder (or a company Controlled by the Subscription Right Holder) as an Employee or Manager or director of the Company or a Subsidiary, the Subscription Rights of said Subscription Right Holder shall continue to vest as set forth in Section 6.2 (if unvested) and, if and when vested, the Exercise Term of the non-exercised Subscription Rights shall remain unchanged and the Subscription Right Holder will have the time to exercise his non-exercised Subscription Rights during each Exercise Period within the Exercise Term.

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**8.4.2** If, however, at any time following such change as described in section 8.4.1, a Bad Leaver Situation occurs with respect to such Subscription Right Holder, then the rules set forth in section 8.3 shall apply.

## **8.5 Deviations**

The Board of Directors may at its discretion decide to deviate at any time from the provisions set forth in this chapter 8, including, for the avoidance of doubt, regarding the meaning of any defined terms used in this chapter 8.

## **9 Amendments and Modifications**

In addition to the other cases provided for by this Plan, the Board of Directors is authorized to take appropriate measures to safeguard the interests of the Subscription Right Holders in case a serious and exceptional circumstance jeopardizing the rights of the Subscription Right Holders occurs.

In addition to the other cases provided for by this Plan, the Board of Directors may also unilaterally modify at any time the Plan in any the following cases:

- the modification relates to the practical and/or accessory modalities of the Plan;
- the modification is required to comply with any change in legislation; or
- the modification is favourable to the Subscription Right Holders.

As soon as reasonably practicable, the Company shall give notice in writing of such modifications to the relevant Subscription Right Holders.

The Subscription Right Holders shall be bound by such modifications.

## **10 Dispute Resolution**

All disputes relating to this Plan will be brought to the attention of the Board of Directors, who may propose an amicable settlement for a dispute, as the case may be. If required the dispute will be submitted to Courts and Tribunals competent for the judicial area of Antwerp, department of Mechelen (Belgium) whereby all parties involved shall make election of domicile at the seat of the Company. This Plan is governed by Belgian law.

The Plan is not subject to the provisions of the U.S. Employee Retirement Income Security Act of 1974, as amended, and is not a qualified plan under Section 401(a) of the U.S. Internal Revenue Code.

## **11 Final Provisions**

### **11.1 Additional Information**

The Company will provide the Beneficiary at his/her request with a copy of the articles of association of the Company and any amendments thereto.

### **11.2 Taxes and Social Security Treatment**

The Company or a Subsidiary shall be entitled, in accordance with the applicable law or customs, to apply a withholding on the cash salary or the compensation for the month in which the taxable moment occurs or on the cash salary or the compensation of any other following month, and/or the Beneficiary shall be obliged to pay to the Company or a Subsidiary (if so required by the Company or by a Subsidiary) the amount of any tax and/or social security contributions due or payable because of the fact of the grant, the acceptance, the fact that Subscription Rights become susceptible of being exercised or of the exercise of the Subscription Rights, or due or payable in respect of the delivery of the New Shares.

The Company or a Subsidiary shall be entitled, in accordance with the applicable law or customs, to prepare the required reports, necessary as a result of grant of the Subscription Rights, the fact that Subscription Rights become susceptible of being exercised, or the delivery of the Shares.

### **11.3 Costs**

Stamp duties, stock exchange taxes and similar charges and taxes levied at the occasion of the exercise of the Subscription Rights and/or the delivery of the New Shares or existing Shares shall be borne by the Subscription Right Holder.

Costs relating to the issue of the Subscription Rights or to the issue of New Shares shall be borne by the Company.

No fees or commissions will be charged by the Company in connection with the issuance of New Shares. All funds received or held by the Company under this Plan may be combined with other corporate funds and may be used for any corporate purpose.

### **11.4 Relation to employment or management agreement**

Notwithstanding any provisions to the contrary included in the Plan:

- (i) the grant of Subscription Rights and/or subsequent Shares to the Beneficiaries in the framework of the Plan is unrelated to his/her pension rights or pension claims, if any, unless specifically provided otherwise in applicable legislation or the terms and conditions of the applicable pension plan;
- (ii) the Plan or any other document relating to the Plan do not confer upon the Beneficiary any right to be continued employment or other contractual relationship for any period of specific duration or interfere with or otherwise restrict in any way the rights of the Company or its Subsidiaries to terminate the Beneficiaries' employment or other contractual relationship according to the applicable regulations in respect of termination thereof;
- (iii) the grant of Subscription Rights cannot be considered as a right acquired for the future; and
- (iv) any rights and entitlements pursuant to this Plan are granted on a discretionary basis. Repeated grants do not entitle any Beneficiary to any future grant. Grants remain in the complete discretion of the Company. In particular, the Company reserves the right to determine the scope of beneficiaries and the conditions of the Plan in relation to any further grant.

A Beneficiary shall not be entitled to claim any damages or compensation in connection with the Plan, resulting from the cessation of his/her employment agreement or consultancy or management agreement with the Company or a Subsidiary, based on any reason whatsoever.

### **11.5 Shareholders' Meetings**

Subscription Right Holders have the right to participate in the Shareholders' Meetings of the Company, but without voting right and only with an advisory voice, subject to complying with the formalities set forth in the convocation for the Shareholders' Meeting.

### **11.6 Communication with Subscription Right Holders**

By accepting Subscription Rights, the Subscription Right Holder agrees that documentation can be validly communicated by the Company by e-mail, including convocations for Shareholders' Meetings and documentation pertaining to the exercise of Subscription Rights.

### **11.7 Address Change**

Subscription Right Holders are obliged to keep the Company informed of changes to their address and changes to their e-mail address. Communications sent by the Company to the last known address or e-mail address of the Subscription Right Holder are validly made.

**11.8 Reoffer or Resale of Shares Received under the Plan**

The Beneficiary may sell the Shares subscribed for pursuant to the Exercise of Subscription Rights in any manner permitted under Belgian law and applicable U.S. securities law, so long as the conditions associated with the holding of privileged information have been met.

The “inside information” provisions of the applicable securities laws and the Company’s Dealing Code impose further restrictions on resales by all individuals who know of material non-public information regarding the Company, whether or not the individual is a staff member or an officer of the Company or any of its Subsidiaries.

**11.9 Liens**

No one can place a lien on any Subscription Right granted to the Beneficiaries under the Plan.

**11.10 U.S. Federal Tax Consequences for Participating in the Plan**

The following discussion summarizes the current principal U.S. federal income tax consequences of certain transactions under the Plan **if the Beneficiary is subject to U.S. taxes**. It does not describe all U.S. federal tax consequences under the Plan, nor does it describe state or local tax consequences that may vary from jurisdiction to jurisdiction. The Beneficiary is advised to consult with a competent tax advisor for additional information about the Beneficiary’s particular circumstances.

The Beneficiary will not have taxable income in the U.S. when the Beneficiary is granted a Subscription Right. When the Beneficiary Exercises a Subscription Right, the Beneficiary will have taxable ordinary income in the U.S. equal to the excess of the fair market value of the Shares received on the Exercise date over the price the Beneficiary paid for the Subscription Right. The Beneficiary’s tax basis for the Shares that the Beneficiary acquires when the Beneficiary Exercises a Subscription Right will be increased by the amount of such taxable income. The Company will be entitled to a federal income tax deduction in an amount equal to the ordinary income that the Beneficiary recognizes. When the Beneficiary sells the Shares that the Beneficiary acquired by Exercising Subscription Rights, the Beneficiary will realize long-term or short-term capital gain or loss, depending upon the Beneficiary’s holding period for such Shares.

If the Beneficiary surrenders Shares in payment of the Exercise Price of a Subscription Right, the Beneficiary will not recognize gain or loss on the Beneficiary’s surrender of such Shares. However, the Beneficiary will recognize ordinary income on the Exercise of the Subscription Rights as described above. The number of Shares the Beneficiary receives in such an exchange that is equal to the number of Shares the Beneficiary surrendered will have the same tax basis and capital gains holding period as the Shares surrendered. The balance of the Shares received will have a tax basis equal to the fair market value of the Shares on the date of Exercise, and the capital gains holding period for those Shares will begin on the date of Exercise.

If the Beneficiary chooses to Exercise his/her Subscription Right by means of a cashless exercise facility, the Beneficiary will receive cash in an amount equal the difference between the net proceeds of the sale of the underlying Share of the Exercised Subscription Right and the Exercise Price of the Exercised Subscription Right. This same amount will be taxable at ordinary income rates in the U.S.

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**ANNEX A: Eligible Persons**

**Eligible Persons** under the Subscription Right Plan 2023 ROW are the Employees and Managers of the Company or a Subsidiary, which are ranked in individual pay grade 9 – 14 (as described in the HRIS system), including Future Employees and Managers<sup>2</sup>, subject to the Board of Directors' discretionary power to deviate from the eligibility criteria and except for those Employees and Managers (i) with a performance rating 1 for the latest performance year prior to the year of the Offer (as described in the HRIS system), (ii) with a fixed term contract for which it is reasonably clear in the absolute discretion of the Company's management that such contract will not be extended, (iii) who have been informed that they will be leaving the Company or a Subsidiary during the year of the Offer because of, but without being limited to, a corporate restructuring, (iv) who are terminated for cause by the Company or the relevant Subsidiary, (v) who are confirmed to be leaving the Company or the relevant Subsidiary prior to the Deed of Issuance because they have reached the age at which they can receive state pension entitlement, (vi) who are under notice of termination on the date of the Offer or (vii) whom are subject to an investigation ongoing on the date of the Offer under the Company's Managing Compliance Concerns Policy (GLPG-POL-00092) for reasons that could result in a termination qualifying as a Bad Leaver Situation and resulting in Bad Leaver treatment.

The cut-off date for eligibility as Employee or Manager under the Subscription Right Plan 2023 ROW is 1 April 2023 (**Cut-off Date**), but the Board of Directors may at its discretion decide to deviate from this Cut-off Date at any time.

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<sup>2</sup> Future Employees or Managers are defined as Employees and Managers ranked in individual pay grade 9 – 14 with a signed offer letter or with a signed employment agreement or management contract before or on the date of the Offer and their effective start before or on the date of the Deed of Issuance.

**ANNEX B: Privacy and processing of Personal Data**

To enable the proper set-up and management of the Plan and the Subscription Rights register, Personal Data about each Beneficiary will need to be collected and used. This Schedule sets out the obligations of Galapagos and the rights of Beneficiaries regarding any such collection and use, and provides the legally required information in this respect.

**1 Identity of the person responsible for your Personal Data**

Galapagos NV is the so-called “**Data Controller**”, which is responsible for the collection and processing of Personal Data as is necessary for the setting-up and management of the Plan and the Subscription Rights register of Galapagos in electronic form, including for reporting purposes.

**2 Why and how Personal Data is collected and used**

The Personal Data will either be collected via e-mail, the Online Tool or Galapagos’ HR IS system. It will be used exclusively for the purposes of the administration of the Plan and the maintenance of the Subscription Rights register of Galapagos in electronic form.

The Personal Data collected in the context of the Plan and the Subscription Rights register will be stored for a period as long as necessary under applicable law, i.e. at least a period of at least ten years and as long as required pursuant to financial audit requirements.

The Data Controller and any Data Processor will collect and process the Beneficiaries’ Personal Data in accordance with the GDPR and this Schedule.

**3 Nature of the Personal Data**

The following Personal Data relating to the Beneficiaries will be collected and used:

- (i) their contact details (e.g. names\*, private/professional\* (e-mail) addresses/phone numbers);
- (ii) electronic identification data;
- (iii) personal characteristics (i.e. date of birth\*);
- (iv) financial data (e.g. details regarding bank account); and
- (v) details of all information relating to Subscription Rights awarded, cancelled, vested, unvested or outstanding.

**4 Other persons having access to the Personal Data and purpose thereof**

The Data Controller can transfer the Personal Data to the following categories of recipients:

- (vi) the provider of the Online Tool;
- (vii) payroll operators;
- (viii) regulatory authorities for the purposes of complying with legal obligations in connection with the Plan;
- (ix) financial institutions responsible for the administration of the Subscription Right Plans and Exercise process; and
- (x) any member of the Galapagos group for the administration and management of the Plan.

Such recipients may be located in jurisdictions outside the European Economic Area (“**EEA**”) that may not provide an adequate level of personal data protection. The Data Controller relies upon an adequacy decision and/or has implemented a legally valid data transfer mechanism and put in place suitable safeguards to ensure that any such transfer of personal data outside the EEA is done in compliance with the GDPR, namely through the conclusion of the EU standard contractual clauses approved by the Commission prior to any such transfer.

## **5 Legal basis allowing Galapagos to collect and use Personal Data**

The processing of Personal Data of the Beneficiaries by the Data Controller in the context of this Plan is necessary for the performance of the contractual arrangements between the Beneficiaries and the Data Controller referred to in the introduction of this Plan (i.e. providing certain Managers and certain Employees of Galapagos the opportunity to receive Subscription Rights as an incentive). Failure by the Beneficiary to provide the necessary and accurate Personal Data will result in the impossibility for Galapagos to perform part of its contractual arrangements towards the Beneficiaries.

The Data Controller can also process Personal Data of the Beneficiaries to comply with its legal obligations towards the regulatory authorities.

## **6 Rights of the Beneficiaries**

The Beneficiary can exercise his/her right to request access to and rectification or, in certain circumstances, erasure of his/her Personal Data or restriction of processing concerning the Beneficiary or to object to processing as well as the right to data portability by sending a written request to [dpo@glpg.com](mailto:dpo@glpg.com).

If Beneficiaries are not satisfied with how Galapagos processes their Personal Data, they may contact Galapagos through [dpo@glpg.com](mailto:dpo@glpg.com). They also have the right to make a complaint to the competent Data Protection Authority.



*Free translation for information purposes only*

**Subscription Right Plan 2023 BE**

**GALAPAGOS NV**

**General Rules**

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## 1 Basis and Purpose

The Board of Directors of Galapagos NV (hereinafter referred to as the “**Company**”) has approved the present Subscription Right Plan 2023 BE by notarial deed of 5 May 2023.

With the Plan set forth hereafter the Company wants to inform all Beneficiaries (see infra sub 2 (“Definitions: Beneficiary”) and sub 4 (“Beneficiaries of the Plan”)) of the conditions under which the Company is willing to offer Subscription Rights. The Company thus wants to acknowledge the efforts made by the Beneficiaries to help to develop the Company to a successful enterprise.

## 2 Definitions

In this Plan the words and terms mentioned hereunder have the meanings given below:

**Bad Leaver Situation:** the effective date on which one of the following situations occurs:

- (i) the termination at the request of the Subscription Right Holder of his/her employment agreement or management agreement with the Company or a Subsidiary, irrespective of the fact that such termination is established in a document signed by both parties (it being understood that the termination at the request of the Subscription Right Holder because such Subscription Right Holder (or its Permanent Representative as the case may be) has reached the age at which the Subscription Right Holder can receive state pension entitlement shall not be considered a Bad Leaver Situation), or
- (ii) the termination by the relevant Company or Subsidiary of the employment agreement or management agreement of a Subscription Right Holder based on any grounds for dismissal attributable to the Subscription Right Holder, and/or any breach by the Subscription Right Holder or its Permanent Representative in the performance of the relevant agreement;

**Beneficiary:** the Eligible Persons who received an Offer pursuant to this Plan, as determined by the Board of Directors;

**Board of Directors:** the Board of Directors of the Company;

**Company:** the limited liability company Galapagos, having its registered office at Generaal De Wittelaan L11 A3, 2800 Mechelen, Belgium;

**Control:** the power, *de jure* or *de facto*, to have a decisive influence on the appointment of the majority of the directors or on the orientation of the management, as set forth in article 1:14 *et seq.* of the Belgian Code of Companies and Associations. The terms “**to Control**” and “**Controlled by**” shall be construed accordingly;

**Deed of Approval:** the notarial deed enacting the approval by the Board of Directors of the Subscription Right Plan 2023 BE;

**Deed of Issuance:** the notarial deed enacting (i) the acceptance or refusal of the Subscription Rights and (ii) the unconditional issuance of the Subscription Rights;

**Eligible Person:** the Employees and Managers of the Company and its Subsidiaries as described in Annex A to this Subscription Right Plan 2023 BE;

**Employee:** each employee of the Company or a Subsidiary;

**Executive Committee:** the Executive Committee of the Company;

**Exercise Period:** a period of at least two weeks within the Exercise Term, to be determined by the Board of Directors, during which Subscription Rights can be Exercised;

**Exercise Price:** the pre-determined price at which a New Share can be acquired when Exercising a Subscription Right, during one of the Exercise Periods within the Exercise Term;

**Exercise Term:** the term during which the Subscription Right Holder can Exercise his/her Subscription Rights to acquire Shares of the Company, taking into account the specific Exercise Periods and the specific exercise conditions as set forth in chapter 6 of this Plan;

**Exercise:** to make use of the right attached to the Subscription Rights that were acquired by accepting the Offer, to acquire New Shares at the Exercise Price;

**Good Leaver Situation:** the effective date of the cessation, in other circumstances than those listed in the definition of Bad Leaver Situation, of the employment agreement or management agreement of the relevant Subscription Right Holder with either the Company or a Subsidiary (including the relevant employing entity ceasing to be a Subsidiary of the Company), with the exception of a cessation accompanied by a simultaneous (other) employment or appointment of the relevant Subscription Right Holder or its Permanent Representative (or a company Controlled by the Subscription Right Holder) as a Manager, Employee or director of the Company or a Subsidiary. For clarity, the termination at the request of the Subscription Right Holder of his/her employment agreement or management agreement because such Subscription Right Holder or its Permanent Representative has reached the age at which the Subscription Right Holder or its Permanent Representative can receive state pension entitlement shall be considered a Good Leaver Situation;

**Grant:** the moment on which the Beneficiary accepts the Subscription Rights offered. For the purposes of this Plan (including for Belgian fiscal reasons), the Grant shall be deemed to take place on the sixtieth day following the date of the Offer if the Offer is accepted within sixty days after the date of the Offer;

**Manager:** a natural person who or management company that provides services to the Company or a Subsidiary on a contractual basis, other than pursuant to an employment agreement (irrespective of whether the contract was entered into directly with the relevant natural person or with a legal entity who has entrusted the performance of the services to such natural person);

**New Shares:** the Shares to be issued pursuant to the Exercise of the Subscription Rights under this Plan;

**Notice of Acceptance:** the form that the Beneficiary receives at the moment of the Offer and that the Beneficiary needs to return, duly executed, to the Company for the acceptance of the Offer;

**Offer:** the written and dated notification to the Beneficiaries of the Plan as to the opportunity for them to acquire Subscription Rights in accordance with the provisions of this Plan;

**Personal Representative(s):** the heir(s) of a Subscription Right Holder upon the latter's decease;

**Permanent Representative:** the permanent representative entrusted to perform the services of the management agreement in the name and on behalf of a Manager in accordance with such management agreement as defined in article 2:55 of the Belgian Code of Companies and Associations.

**Plan:** the present Subscription Right Plan 2023 BE approved by the Board of Directors, as amended from time to time by the Board of Directors in accordance with the provisions of this Plan;

**Shares:** the shares of the Company;

**Subscription Right:** the right to subscribe, within the framework of this Plan, to one New Share within the Exercise Term and the Exercise Period and at the Exercise Price;

**Subscription Right Agreement:** the agreement that may be entered into between the Beneficiary and the Company;

**Subscription Right Holder:** each Beneficiary who has accepted the Offer or the Permanent Representative to whom the Subscription Rights have been transferred in accordance with article 3.3 of the Plan and who owns one or more Subscription Rights in accordance with this Plan;

**Subsidiary:** a company under the Control of the Company, as further set forth in article 1:15 of the Belgian Code of Companies and Associations.

Words and terms denoting the plural shall include the singular and vice versa.

### 3 Subscription Rights

#### 3.1 General

The number of Subscription Rights issued in the framework of this Plan is maximum 1,105,500. These Subscription Rights will be designated as “Subscription Right Plan 2023 BE”. The Eligible Persons are described in [Annex A](#) to this Plan and the Subscription Rights can be granted by the Board of Directors to any of the Eligible Persons from time to time.

The Subscription Rights are granted by the Board of Directors to the Beneficiaries for free.

Each Subscription Right entitles the Beneficiary to subscribe to one New Share in accordance with the terms and conditions of the Plan.

Offers under this Plan do not need to be the same for every Beneficiary.

#### 3.2 Number per Beneficiary

The number of Subscription Rights to be offered to the Beneficiaries is determined by the Board of Directors and will be set out in the Offer.

#### 3.3 Transfer restrictions

The Subscription Rights received are registered in the name of the Beneficiary and may only be transferred *inter vivos* once granted to a Beneficiary, to its Permanent Representative. Such transfer must occur and be notified in writing to the Company immediately following acceptance of the Subscription Rights. Following notification of the transfer as set forth in the previous sentence, the transferred Subscription Rights will be registered in the name of the Permanent Representative, who shall be subject to the same rights and obligations under this Plan as any other Subscription Right Holder.

The Subscription Rights cannot be encumbered by any pledge or in any other manner.

Subscription Rights that, in contravention with the foregoing, are transferred to other natural persons or legal entities or encumbered, shall automatically become null and void.

#### 3.4 Exercise Price

The Exercise Price per Subscription Right will be determined by or on behalf of the Board of Directors at the time of the Offer.

As the Shares of the Company are listed or traded on a regulated market at the date of the Offer, the Exercise Price will at least be equal to (a) the closing price of the Share of the Company on Euronext Amsterdam and Brussels on the last trading day preceding the date of the Offer, or (b) the average of the closing price of the Share of the Company on Euronext Amsterdam and Brussels during the last thirty (30) days preceding the date of the Offer.

Upon Exercise and subsequent capital increase, the Exercise Price must be booked as capital for an amount equal to the accounting par value of the Shares at the moment of the establishment of the capital increase resulting from the Exercise. The part of the Exercise Price that exceeds the accounting par value must be booked as an issuance premium.

In deviation of article 7:71, first indent, of the Belgian Code of Companies and Associations and without prejudice to the exceptions provided by law, the Company, represented by the Board of Directors, expressly reserves the right to take any possible decisions and to carry out any possible transactions which may have an impact on its capital, on the distribution of the profit or on the liquidation surpluses or that may otherwise affect the rights of the Subscription Right Holders, even in the event that these decisions might cause a reduction of the benefits offered to the Subscription Right Holders, unless the only purpose of these decisions and transactions would be such reduction of benefits.

Should the rights of the Subscription Right Holders be materially affected by such a decision or transaction, the Company, represented by the Board of Directors, may, in its sole discretion, make modifications to (i) the number of Shares that relates to one Subscription Right, (ii) the Exercise Price and/or (iii) any other features of the Plan. As soon as reasonably practicable, the Company shall give notice in writing of such modification to the relevant Subscription Right Holders.

In case of a merger, demerger or stock-split of the Company, the rights of the outstanding Subscription Rights and/or the Exercise Price of the Subscription Rights shall be adjusted in accordance with the conversion ratio applicable at the occasion of the merger, demerger or the stock-split to the other shareholders.

### **3.5 Administration of the Subscription Right Plan**

The Company is responsible for the management and the administration of the Plan and ensures that all questions of Beneficiaries or Subscription Right Holders are answered accurately and rapidly.

### **3.6 Expiration of Subscription Rights**

The Subscription Rights for which no Offer has been made by the Board of Directors to Beneficiaries by 31 December 2023 shall automatically expire and become null and void at 24:00 hours (midnight) on the 31<sup>th</sup> of December 2023.

## **4 Beneficiaries of the Plan**

Beneficiaries are Eligible Persons who received an Offer pursuant to this Plan, as determined by the Board of Directors.

The Subscription Rights under this Plan are reserved for and granted to Employees and Managers who are all members of the personnel as defined in article 1:27 of the Belgian Code of Companies and Associations.

## **5 Acceptance or Refusal of the Offer**

The Beneficiaries have the possibility to accept the individual Offer in whole, in part or not at all. Each Beneficiary shall receive a Notice of Acceptance form wherein the Beneficiary mentions his/her decision regarding the Offer: (full or partial) Acceptance or Refusal. Acceptance of the Offer has to be formally established by ticking the relevant paragraph in the Notice of Acceptance.

The Notice of Acceptance needs to be returned prior to the ultimate date of response as set forth in the Notice of Acceptance, duly completed and signed, to the address mentioned in the Notice of Acceptance. Such ultimate date of response cannot be later than 140 calendar days after the date of the Offer.

In case the Beneficiary has not accepted the Offer in writing prior to the date mentioned in the Notice of Acceptance, she/he shall be deemed to have refused the Offer.

For the purposes of this Plan (including for Belgian fiscal reasons), the Subscription Rights shall be deemed to be granted on the sixtieth day following the date of the Offer if the Offer is accepted within sixty days after the date of the Offer.

The Subscription Rights are registered in the name of the Beneficiary, or in case of transfer of the Subscription Rights in accordance with Article 3.3, the Permanent Representative. In case of acceptance, the Beneficiary or Permanent Representative (as the case may be) will be recorded as a Subscription Right Holder in the register of subscription right holders of the Company. This register, which may be held in electronic form, mentions the identity of the Subscription Right Holders and previous subscription right holders and the number of Subscription Rights held by them. The Subscription Right Holder will receive a confirmation of the number of Subscription Rights she/he has accepted.

The Remuneration Committee may decide to replace or complete the Notice of Acceptance by or with a written Subscription Right Agreement to be signed by the Subscription Right Holder, or in the event of a transfer of the Subscription Rights in accordance with Article 3.3, the Permanent Representative, and the Company and which shall contain the conditions determined by the Remuneration Committee, in accordance with this Plan.

The Beneficiary who has accepted the Offer will receive the Subscription Rights as soon as these have been issued by the Deed of Issuance.

## **6 Exercise and Payment Conditions**

### **6.1 Exercise Term**

The Exercise Term is eight (8) years, starting from the date of the Offer. A Subscription Right shall automatically lapse and become null and void at 24:00 hours (midnight) on the day preceding the eighth (8th) anniversary date of the date of the Offer.

### **6.2 Vesting of Subscription Rights**

Except to the extent expressly stated otherwise in this Plan, any addendum to this Plan or decided otherwise by the Board of Directors in accordance with section 8.5, all granted Subscription Rights will fully vest on the first day of the fourth calendar year following the calendar year in which the Grant was made.

### **6.3 Exercise Period**

Subscription Rights may not be exercised until the end of the third calendar year following the calendar year in which the Grant was made.

As of the commencement of the fourth calendar year following the calendar year in which the Grant was made, all vested Subscription Rights may be exercised, during an Exercise Period.

The Board of Directors will establish at least one Exercise Period of at least two weeks per calendar year. It is the responsibility of the Subscription Right Holder to timely seek information from the Company relating to the establishment of Exercise Periods. The Board of Directors may establish more than one Exercise Period per calendar year if it deems fit.

The Board of Directors may decide, in accordance with the applicable rules relating to abuse of inside information, to establish closed periods during which the Subscription Rights cannot be exercised.

### **6.4 Conditions of Exercise**

Individual Subscription Rights can only be exercised as a whole.

In order to exercise a Subscription Right, the Subscription Right Holder needs to submit an appropriate declaration to that effect (the exercise form) to the Board of Directors or to an authorized person designated by the Board of Directors, and to pay the Exercise Price into a bank account designated by the Company and opened in the name of the Company.

On the exercise form, the Subscription Right Holder needs to mention the number of Subscription Rights she/he desires to exercise.

In case the bank account is not or not sufficiently credited prior to the end of the Exercise Period, the Subscription Rights will be deemed not to be exercised. The Company will inform the Subscription Right Holder thereof and will reimburse the amount that was deposited too late or was insufficient as soon as possible within the limits set by law. The Subscription Rights will consequently not be lost and remain exercisable at a later stage insofar as the Exercise Term has not expired.

### **6.5 Impact of capital increases decided by the Company**

In deviation of article 7:71, second indent, of the Belgian Code of Companies and Associations, the Subscription Right Holders shall not have any right of premature exercise of their Subscription Rights in the event of a capital increase decided by the Company. Should the rights of the Subscription Right Holders be materially affected by such a decision, the Company, represented by the Board of Directors, may, in its sole discretion, make modifications to (i) the number of Shares that relates to one Subscription Right, (ii) the Exercise Price and/or (iii) any other features of the Plan. As soon as reasonably practicable, the Company shall give notice in writing of such modification to the relevant Subscription Right Holders.

By way of exception to the previous indent, in the event of a capital increase in cash, the Company, represented by the Board of Directors, may also decide, in its sole discretion, to allow the Subscription Right Holders to exercise prematurely their Subscription Rights and possibly participate in the capital increase as shareholders, insofar as this right belongs to the existing shareholders. In such case, if a Subscription Right, that is not exercisable or cannot be exercised in accordance with the issuance conditions (as specified in the Plan), becomes prematurely exercisable and is thus also prematurely exercised in accordance with the decision of the Board of Directors, the New Shares that the Subscription Right Holders receive as a result of such Exercise will not be transferable, except with the explicit prior consent of the Board of Directors, until such time as the Subscription Right would have become exercisable in accordance with the Plan.

## **6.6 Change in Control of the Company**

Notwithstanding anything to the contrary in this Plan, in the event of a change in Control of the Company, all Subscription Rights that are still outstanding under this Plan at such time shall, in principle, immediately vest (to the extent they had not all vested yet) and become immediately exercisable during an Exercise Period determined by the Board of Directors, provided, however, that in compliance with applicable (tax) laws the Board of Directors is authorized to establish certain conditions for such vesting and/or exercising that will be applicable to some or all of the Subscription Right Holders involved, and provided further that, in the event a public takeover bid is made on the securities of the Company, the Subscription Rights shall immediately become fully vested and exercisable as from the date of the announcement of such public takeover bid by the FSMA. In such case, the Board of Directors shall establish an Exercise Period as soon as practicable following the announcement of such public takeover bid.

Furthermore, the transfer restrictions set forth in section 3.3 are not applicable to transfers of Subscription Rights pursuant to a public takeover bid or a public squeeze-out bid on the securities in the Company.

## **7 Issuance of New Shares**

The Company shall only be obliged to issue New Shares pursuant to the Exercise of Subscription Rights if all exercise conditions set forth in chapter 6 have been complied with.

The Board of Directors or its proxyholder shall to this effect timely, at a date to be determined by the Board of Directors or its proxyholder and at least once following each Exercise Period, have the capital increase established by notary deed, taking into account the time needed to fulfill the required administrative formalities.

New Shares participate in the profit of the financial year of the Company that started on the first of January of the year in which the relevant New Shares have been issued.

In view of a rapid delivery of the Shares resulting from the exercise of Subscription Rights, the Company may propose to the Subscription Right Holders who have complied with the exercise conditions to receive existing Shares awaiting the issuance of New Shares by notary deed. In such case the Subscription Right Holders will receive an advance of existing Shares subject to the condition that they sign an authorization by which the New Shares will, upon issuance, immediately and directly be delivered to the Company or to any other party who advanced them the existing Shares.

The Board of Directors has granted power of attorney to any two (2) members of the Board of Directors acting jointly, as well as to each member of the Executive Committee individually, with possibility of sub-delegation and the power of subrogation, to take care of the establishment by notary deed of the acceptance of the Subscription Rights offered, the exercise of the Subscription Rights, the issuance of the corresponding number of New Shares, the payment of the exercise price in cash, the corresponding realization of the capital increase, the allocation to the unavailable account “issuance premiums” of the



difference between the subscription price for the Shares and the accounting par value, to bring the Articles of Association in accordance with the new situation of the registered capital, to sign and deliver the relevant Euroclear and bank documentation, and to sign and deliver all necessary documents in connection with the delivery of the Shares (acquired as a result of the exercise of the Subscription Rights) to the Beneficiaries.

The Company will take the necessary actions to have the New Shares listed for trading on a regulated market as soon as they have been issued.

## **8 Cessation of the Employment or Service Relationship**

### **8.1 Cessation of the relationship before the date of the Deed of Issuance**

If a Beneficiary is not a member of the personnel (within the meaning of article 1:27 of the Belgian Code of Companies and Associations) of the Company or any of its Subsidiaries on the date of the Deed of Issuance, the Beneficiary shall be deemed to have refused the Offer and the Subscription Rights offered to such Beneficiary shall not be issued.

### **8.2 Good Leaver Situation**

If a Good Leaver Situation arises with respect to a Subscription Right Holder, the Subscription Rights of said Subscription Right Holder shall continue to vest as set forth in Section 6.2 (if unvested) and, if and when vested, the Exercise Term of the non-exercised Subscription Rights shall remain unchanged and the Subscription Right Holder will have the time to exercise his/her non-exercised Subscription Rights during each Exercise Period within the Exercise Term.

If the Good Leaver Situation is caused by the decease of the relevant Subscription Right Holder or the Permanent Representative of the relevant Subscription Right Holder or after the establishment of a Good Leaver Situation, the relevant Subscription Right Holder or the Permanent Representative of the Subscription Right Holder passes away, all Subscription Rights held by such Subscription Right Holder shall pass to his/her Personal Representative(s) and, upon vesting of the Subscription Rights, the Personal Representative(s) will be able to exercise the non-exercised Subscription Rights during each Exercise Period within the Exercise Term.

### **8.3 Bad Leaver Situation**

#### **8.3.1 After the end of the third calendar year**

In case a Bad Leaver Situation occurs after the end of the third calendar year following the calendar year in which the Grant was made, the relevant Subscription Right Holder will have time to exercise, during an Exercise Period, his/her non-exercised Subscription Rights until six months after the date of the Bad Leaver Situation. All his/her remaining non-exercised Subscription Rights shall become null and void upon the expiry of such six-month period.

#### **8.3.2 Before the end of the third calendar year**

In case the Bad Leaver Situation occurs before the end of the third calendar year following the calendar year in which the Grant was made, all granted Subscription Rights that have not vested yet shall automatically become null and void.

### **8.4 Change of employment**

**8.4.1** In case of a cessation of the employment agreement or management agreement for any reason whatsoever, in whatever form and by whomever initiates it of the relevant Subscription Right Holder accompanied by a simultaneous (other) employment or appointment of the relevant Subscription Right Holder (or a company Controlled by the Beneficiary), or in case at hand represented by its Permanent Representative as a an Employee, Manager or director of the Company or a Subsidiary, the Subscription Rights of said Subscription Right Holder shall continue to vest as set forth in Section 6.2 (if unvested) and, if and when vested, the Exercise Term of the non-exercised Subscription Rights shall remain unchanged and the Subscription Right Holder will have the time to exercise his/her non-exercised Subscription Rights during each Exercise Period within the Exercise Term.

**8.4.2** If, however, at any time following such change as described in section 8.4.1, a Bad Leaver Situation occurs with respect to such Subscription Right Holder, then the rules set forth in section 8.3 shall apply.

## **8.5 Deviations**

The Board of Directors may at its discretion decide to deviate at any time from the provisions set forth in this chapter 8, including, for the avoidance of doubt, regarding the meaning of any defined terms used in this chapter 8.

## **9 Amendments and Modifications**

In addition to the other cases provided for by this Plan, the Board of Directors is authorized to take appropriate measures to safeguard the interests of the Subscription Right Holders in case a serious and exceptional circumstance jeopardizing the rights of the Subscription Right Holders occurs.

In addition to the other cases provided for by this Plan, the Board of Directors may also unilaterally modify at any time the Plan in any the following cases:

- the modification relates to the practical and/or accessory modalities of the Plan;
- the modification is required to comply with any change in legislation; or
- the modification is favourable to the Subscription Right Holders.

As soon as reasonably practicable, the Company shall give notice in writing of such modifications to the relevant Subscription Right Holders.

The Subscription Right Holders shall be bound by such modifications.

## **10 Dispute Resolution**

All disputes relating to this Plan will be brought to the attention of the Board of Directors, who may propose an amicable settlement for a dispute, as the case may be. If required the dispute will be submitted to Courts and Tribunals competent for the judicial area of Antwerp, department of Mechelen (Belgium) whereby all parties involved shall make election of domicile at the seat of the Company. This Plan is governed by Belgian law.

The Plan is not subject to the provisions of the U.S. Employee Retirement Income Security Act of 1974, as amended, and is not a qualified plan under Section 401(a) of the U.S. Internal Revenue Code.

## **11 Final Provisions**

### **11.1 Additional Information**

The Company will provide the Beneficiary at his/her request with a copy of the articles of association of the Company and any amendments thereto.

### **11.2 Taxes and Social Security Treatment**

The Company or a Subsidiary shall be entitled, in accordance with the applicable law or customs, to apply a withholding on the cash salary or the compensation for the month in which the taxable moment occurs or on the cash salary or the compensation of any other following month, and/or the Beneficiary shall be obliged to pay to the Company or a Subsidiary (if so required by the Company or by a Subsidiary) the amount of any tax and/or social security contributions due or payable because of the fact of the grant, the acceptance, the fact that Subscription Rights become susceptible of being exercised or of the exercise of the Subscription Rights, or due or payable in respect of the delivery of the New Shares.

The Company or a Subsidiary shall be entitled, in accordance with the applicable law or customs, to prepare the required reports, necessary as a result of grant of the Subscription Rights, the fact that Subscription Rights become susceptible of being exercised, or the delivery of the Shares.

### **11.3 Costs**

Stamp duties, stock exchange taxes and similar charges and taxes levied at the occasion of the exercise of the Subscription Rights and/or the delivery of the New Shares or existing Shares shall be borne by the Subscription Right Holder.

Costs relating to the issue of the Subscription Rights or to the issue of New Shares shall be borne by the Company.

No fees or commissions will be charged by the Company in connection with the issuance of New Shares. All funds received or held by the Company under this Plan may be combined with other corporate funds and may be used for any corporate purpose.

### **11.4 Relation to employment or management agreement**

Notwithstanding any provisions to the contrary included in the Plan:

- (i) the grant of Subscription Rights and/or subsequent Shares to the Beneficiaries in the framework of the Plan is unrelated to his/her pension rights or pension claims, if any, unless specifically provided otherwise in applicable legislation or the terms and conditions of the applicable pension plan;
- (ii) the Plan or any other document relating to the Plan do not confer upon the Beneficiary any right to be continued employment or other contractual relationship for any period of specific duration or interfere with or otherwise restrict in any way the rights of the Company or its Subsidiaries to terminate the Beneficiaries' employment or other contractual relationship according to the applicable regulations in respect of termination thereof;
- (iii) the grant of Subscription Rights cannot be considered as a right acquired for the future; and
- (iv) any rights and entitlements pursuant to this Plan are granted on a discretionary basis. Repeated grants do not entitle any Beneficiary to any future grant. Grants remain in the complete discretion of the Company. In particular, the Company reserves the right to determine the scope of beneficiaries and the conditions of the Plan in relation to any further grant.

A Beneficiary shall not be entitled to claim any damages or compensation in connection with the Plan, resulting from the cessation of his/her mandate, employment agreement or consultancy or management agreement with the Company or a Subsidiary, based on any reason whatsoever.

### **11.5 Shareholders' Meetings**

Subscription Right Holders have the right to participate in the Shareholders' Meetings of the Company, but without voting right and only with an advisory voice, subject to complying with the formalities set forth in the convocation for the Shareholders' Meeting.

### **11.6 Communication with Subscription Right Holders**

By accepting Subscription Rights, the Subscription Right Holder agrees that documentation can be validly communicated by the Company by e-mail, including convocations for Shareholders' Meetings and documentation pertaining to the exercise of Subscription Rights.

### **11.7 Address Change**

Subscription Right Holders are obliged to keep the Company informed of changes to their address and changes to their e-mail address. Communications sent by the Company to the last known address or e-mail address of the Subscription Right Holder are validly made.

**11.8 Reoffer or Resale of Shares Received under the Plan**

The Subscription Right Holder may sell the Shares subscribed for pursuant to the Exercise of Subscription Rights in any manner permitted under Belgian law and applicable U.S. securities law, so long as the conditions associated with the holding of privileged information have been met.

The “inside information” provisions of the applicable securities laws and the Company’s Dealing Code impose further restrictions on resales by all individuals who know of material non-public information regarding the Company, whether or not the individual is a staff member, an officer or a director of the Company or any of its Subsidiaries.

**11.9 Liens**

No one can place a lien on any Subscription Right granted to the Beneficiaries under the Plan.

**11.10 U.S. Federal Tax Consequences for Participating in the Plan**

The following discussion summarizes the current principal U.S. federal income tax consequences of certain transactions under the Plan **if the Beneficiary is subject to U.S. taxes**. It does not describe all U.S. federal tax consequences under the Plan, nor does it describe state or local tax consequences that may vary from jurisdiction to jurisdiction. The Beneficiary is advised to consult with a competent tax advisor for additional information about the Beneficiary’s particular circumstances.

The Beneficiary will not have taxable income in the U.S. when the Beneficiary is granted a Subscription Right. When the Beneficiary Exercises a Subscription Right, the Beneficiary will have taxable ordinary income in the U.S. equal to the excess of the fair market value of the Shares received on the Exercise date over the price the Beneficiary paid for the Subscription Right. The Beneficiary’s tax basis for the Shares that the Beneficiary acquires when the Beneficiary Exercises a Subscription Right will be increased by the amount of such taxable income. The Company will be entitled to a federal income tax deduction in an amount equal to the ordinary income that the Beneficiary recognizes. When the Beneficiary sells the Shares that the Beneficiary acquired by Exercising Subscription Rights, the Beneficiary will realize long-term or short-term capital gain or loss, depending upon the Beneficiary’s holding period for such Shares.

If the Beneficiary surrenders Shares in payment of the Exercise Price of a Subscription Right, the Beneficiary will not recognize gain or loss on the Beneficiary’s surrender of such Shares. However, the Beneficiary will recognize ordinary income on the Exercise of the Subscription Rights as described above. The number of Shares the Beneficiary receives in such an exchange that is equal to the number of Shares the Beneficiary surrendered will have the same tax basis and capital gains holding period as the Shares surrendered. The balance of the Shares received will have a tax basis equal to the fair market value of the Shares on the date of Exercise, and the capital gains holding period for those Shares will begin on the date of Exercise.

If the Beneficiary chooses to Exercise his/her Subscription Right by means of a cashless exercise facility, the Beneficiary will receive cash in an amount equal the difference between the net proceeds of the sale of the underlying Share of the Exercised Subscription Right and the Exercise Price of the Exercised Subscription Right. This same amount will be taxable at ordinary income rates in the U.S.

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**ANNEX A: Eligible Persons**

**Eligible Persons** under the Subscription Right Plan 2023 BE are the Employees and Managers of the Company or a Subsidiary, which are ranked in individual pay grade 9 – 14 (as described in the HRIS system), including Future Employees and Managers<sup>1</sup>, subject to the Board of Directors' discretionary power to deviate from the eligibility criteria and except for those Employees and Managers (i) with a performance rating 1 for the latest performance year prior to the year of the Offer (as described in the HRIS system), (ii) with a fixed term contract for which it is reasonably clear in the absolute discretion of the Company's management that such contract will not be extended, (iii) who have been informed that they will be leaving the Company or a Subsidiary during the year of the Offer because of, but without being limited to, a corporate restructuring, (iv) who are terminated for a cause by the Company or the relevant Subsidiary, (v) who are confirmed to be leaving the Company or the relevant Subsidiary prior to the Deed of Issuance because they have reached the age at which they can receive state pension entitlement, (vi) who are under notice of termination on the date of the Offer or (vii) whom are subject to an investigation ongoing on the date of the Offer under the Company's Managing Compliance Concerns Policy (GLPG-POL-00092) for reasons that could result in a termination qualifying as a Bad Leaver Situation and resulting in Bad Leaver treatment.

The cut-off date for eligibility as Employee or Manager under the Subscription Right Plan 2023 BE is 1 April 2023 (**Cut-off Date**), but the Board of Directors may at its discretion decide to deviate from this Cut-off Date at any time.

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<sup>1</sup> Future Employees or Managers are defined as Employees and Managers ranked in individual pay grade 9 – 14 with a signed offer letter or with a signed employment agreement or management contract before or on the date of the Offer and their effective start before or on the date of the Deed of Issuance.

**ANNEX B: Privacy and processing of Personal Data**

To enable the proper set-up and management of the Plan and the Subscription Rights register, Personal Data about each Beneficiary, and to the extent applicable, about their Permanent Representative, will need to be collected and used. This Schedule sets out the obligations of Galapagos and the rights of Beneficiaries, including of their Permanent Representatives, regarding any such collection and use, and provides the legally required information in this respect.

**1 Identity of the person responsible for your Personal Data**

Galapagos NV is the so-called “**Data Controller**”, which is responsible for the collection and processing of Personal Data as is necessary for the setting-up and management of the Plan and the Subscription Rights register of Galapagos in electronic form, including for reporting purposes.

**2 Why and how Personal Data is collected and used**

The Personal Data will either be collected via e-mail, the Online Tool or Galapagos’ HR IS system. It will be used exclusively for the purposes of the administration of the Plan and the maintenance of the Subscription Rights register of Galapagos in electronic form.

The Personal Data collected in the context of the Plan and the Subscription Rights register will be stored for a period as long as necessary under applicable law, i.e. at least a period of at least ten years and as long as required pursuant to financial audit requirements.

The Data Controller and any Data Processor will collect and process the Beneficiaries’, and to the extent applicable, their Permanent Representatives’ Personal Data in accordance with the GDPR and this Schedule.

**3 Nature of the Personal Data**

The following Personal Data relating to the Beneficiaries, and to the extent applicable, their Permanent Representatives, will be collected and used:

- (i) their contact details (e.g. names\*, private/professional\* (e-mail) addresses/phone numbers);
- (ii) electronic identification data;
- (iii) personal characteristics (i.e. date of birth\* or date of incorporation);
- (iv) financial data (e.g. details regarding bank account); and
- (v) details of all information relating to Subscription Rights awarded, cancelled, vested, unvested or outstanding.

**4 Other persons having access to the Personal Data and purpose thereof**

The Data Controller can transfer the Personal Data to the following categories of recipients:

- (vi) the provider of the Online Tool;
- (vii) payroll operators ((not applicable for a Permanent Representative);
- (viii) regulatory authorities for the purposes of complying with legal obligations in connection with the Plan;
- (ix) financial institutions responsible for the administration of the Subscription Right Plans and Exercise process; and
- (x) any member of the Galapagos group for the administration and management of the Plan.

Such recipients may be located in jurisdictions outside the European Economic Area (“**EEA**”) that may not provide an adequate level of personal data protection. The Data Controller relies upon an adequacy decision and/or has implemented a legally valid data transfer mechanism and put in place suitable safeguards to ensure that any such transfer of personal data outside the EEA is done in compliance with the GDPR, namely through the conclusion of the EU standard contractual clauses approved by the Commission prior to any such transfer.

## **5 Legal basis allowing Galapagos to collect and use Personal Data**

The processing of Personal Data of the Beneficiaries by the Data Controller in the context of this Plan is necessary for the performance of the contractual arrangements between the Beneficiaries and the Data Controller referred to in the introduction of this Plan (i.e. providing certain Managers and certain Employees of Galapagos the opportunity to receive Subscription Rights as an incentive). In case of a transfer of Subscription Rights pursuant to the Plan to a Beneficiary’s Permanent Representative, such Permanent Representative shall then be subject to the same rights and obligations under this Plan as any other Beneficiary, so the foregoing is also applicable to a Beneficiary’s Permanent Representative. Failure by the Beneficiary or its Permanent Representative to provide the necessary and accurate Personal Data will result in the impossibility for Galapagos to perform part of its contractual arrangements towards the Beneficiaries.

The Data Controller can also process Personal Data of the Beneficiaries and to the extent applicable, their Permanent Representative to comply with its legal obligations towards the regulatory authorities.

## **6 Rights of the Beneficiaries**

The Beneficiary or, following a transfer of Subscription Rights pursuant to the Plan, its Permanent Representative can exercise his/her right to request access to and rectification or, in certain circumstances, erasure of his/her Personal Data or restriction of processing concerning the Beneficiary or to object to processing as well as the right to data portability by sending a written request to [dpo@glpg.com](mailto:dpo@glpg.com).

If Beneficiaries are not satisfied with how Galapagos processes their Personal Data, they may contact Galapagos through [dpo@glpg.com](mailto:dpo@glpg.com). They also have the right to make a complaint to the Belgian Data Protection Authority.

*Free translation for information purposes only*



**Subscription Right Plan 2023 RMV**

**GALAPAGOS NV**

**General Rules**

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## 1 Basis and Purpose

The Board of Directors of Galapagos NV (hereinafter referred to as the “**Company**”) has approved the present Subscription Right Plan 2023 RMV by notarial deed of 5 May 2023.

With the Plan set forth hereafter the Company wants to inform all Beneficiaries (see infra sub 2 (“Definitions: Beneficiary”) and sub 4 (“Beneficiaries of the Plan”)) of the conditions under which the Company is willing to offer Subscription Rights. The Company thus wants to acknowledge the efforts made by the Beneficiaries to help to develop the Company to a successful enterprise.

## 2 Definitions

In this Plan the words and terms mentioned hereunder have the meanings given below:

**Bad Leaver Situation:** the effective date on which one of the following situations occurs:

- (i) the termination at the request of the Subscription Right Holder of his/her employment agreement with the Company or a Subsidiary for any other reason than the effective liquidation of a state pension, irrespective of the fact that such termination is established in a document signed by both the employer and Employee (notably in case of acknowledgement of the rupture of the employment contract, resignation and request of judicial termination), or
- (ii) the termination by the relevant Company or Subsidiary of the employment agreement of a Subscription Right Holder based on any grounds for dismissal attributable to the Subscription Right Holder, and/or any breach or insufficiency by the Subscription Right Holder in the performance of the relevant agreement;

**Beneficiary:** the Eligible Persons who received an Offer pursuant to this Plan, as determined by the Board of Directors;

**Board of Directors:** the Board of Directors of the Company;

**Company:** the limited liability company Galapagos, having its registered office at Generaal De Wittelaan L11 A3, 2800 Mechelen, Belgium;

**Control:** the power, *de jure* or *de facto*, to have a decisive influence on the appointment of the majority of the directors or on the orientation of the management, as set forth in article 1:14 *et seq.* of the Belgian Code of Companies and Associations. The terms “**to Control**” and “**Controlled by**” shall be construed accordingly;

**Deed of Approval:** the notarial deed enacting the approval by the Board of Directors of the Subscription Right Plan 2023 RMV;

**Deed of Issuance:** the notarial deed enacting (i) the acceptance or refusal of the Subscription Rights and (ii) the unconditional issuance of the Subscription Rights;

**Eligible Person:** the Employees and Managers of the Company and its Subsidiaries as described in Annex A to this Subscription Right Plan 2023 RMV;

**Employee:** each employee of the Company or a Subsidiary with an employment contract;

**Executive Committee:** the Executive Committee of the Company;

**Exercise Period:** a period of at least two weeks within the Exercise Term, to be determined by the Board of Directors, during which Subscription Rights can be Exercised;

**Exercise Price:** the pre-determined price at which a New Share can be acquired when Exercising a Subscription Right, during one of the Exercise Periods within the Exercise Term;

**Exercise Term:** the term during which the Subscription Right Holder can Exercise his/her Subscription Rights to acquire Shares of the Company, taking into account the specific Exercise Periods and the specific exercise conditions as set forth in chapter 6 of this Plan;

**Exercise:** to make use of the right attached to the Subscription Rights that were acquired by accepting the Offer, to acquire New Shares at the Exercise Price;

**Good Leaver Situation:** the effective date of the cessation, in other circumstances than those listed in the definition of Bad Leaver Situation, of the employment agreement of the relevant Subscription Right Holder with either the Company or a Subsidiary (including the relevant employing entity ceasing to be a Subsidiary of the Company), with the exception of a cessation accompanied by a simultaneous (other) employment or appointment of the relevant Subscription Right Holder (or a company Controlled by the Subscription Right Holder) as a Manager, Employee or director of the Company or a Subsidiary. For clarity, the termination at the request of the Subscription Right Holder of his/her employment agreement because of the effective liquidation of a state pension by such Subscription Right Holder shall be considered as a Good Leaver Situation;

**Grant:** the moment on which the Beneficiary accepts the Subscription Rights offered. For the purposes of this Plan, the Grant shall be deemed to take place on the sixtieth day following the date of the Offer if the Offer is accepted within sixty days after the date of the Offer;

**Manager:** a natural person who provides services to the Company or a Subsidiary on a contractual basis other than pursuant to an employment agreement (irrespective of whether the contract was entered into directly with the relevant natural person or with a legal entity who has entrusted the performance of the services to such natural person);

**New Shares:** the Shares to be issued pursuant to the Exercise of the Subscription Rights under this Plan;

**Notice of Acceptance:** the form that the Beneficiary receives at the moment of the Offer and that the Beneficiary needs to return, duly executed, to the Company for the acceptance of the Offer;

**Offer:** the written and dated notification to the Beneficiaries of the Plan as to the opportunity for them to acquire Subscription Rights in accordance with the provisions of this Plan;

**Personal Representative(s):** the heir(s) of a Subscription Right Holder upon the latter's decease;

**Plan:** the present Subscription Right Plan 2023 RMV approved by the Board of Directors, as amended from time to time by the Board of Directors in accordance with the provisions of this Plan;

**Shares:** the shares of the Company;

**Subscription Right:** the right to subscribe, within the framework of this Plan, to one New Share within the Exercise Term and the Exercise Period and at the Exercise Price;

**Subscription Right Agreement:** the agreement that may be entered into between the Subscription Right Holder and the Company;

**Subscription Right Holder:** each Beneficiary who has accepted the Offer and who owns one or more Subscription Rights in accordance with this Plan;

**Subsidiary:** a company under the Control of the Company, as further set forth in article 1:15 of the Belgian Code of Companies and Associations and (in any case) in which the Company holds (directly or indirectly) at least 10% of the share capital and voting rights.

Words and terms denoting the plural shall include the singular and vice versa.

### **3 Subscription Rights**

#### **3.1 General**

The number of Subscription Rights issued in the framework of this Plan is maximum 110.000. These Subscription Rights will be designated as “Subscription Rights 2023 RMV”. The Eligible Persons are described in Annex A to this Plan and the Subscription Rights can be granted by the Board of Directors to any Eligible Persons from time to time.

The Subscription Rights are granted by the Board of Directors to the Beneficiaries for free.

Each Subscription Right entitles the Beneficiary to subscribe to one New Share in accordance with the terms and conditions of the Plan.

Offers under this Plan do not need to be the same for every Beneficiary.

#### **3.2 Number per Beneficiary**

The number of Subscription Rights to be offered to the Beneficiaries is determined by the Board of Directors and will be set out in the Offer.

#### **3.3 Transfer restrictions**

The Subscription Rights received are registered in the name of the Subscription Right Holder and cannot be transferred *inter vivos* once granted to a Beneficiary.

The Subscription Rights cannot be encumbered by any pledge or in any other manner.

Subscription Rights that, in contravention with the foregoing, are transferred or encumbered shall automatically become null and void.

#### **3.4 Exercise Price**

The Exercise Price per Subscription Right will be determined by or on behalf of the Board of Directors on the day when the Offer of Subscription Rights to the Beneficiaries is made.

As the Shares of the Company are listed or traded on a regulated market at the date of the Offer, the Exercise Price of the Subscription Rights shall be at least equal to (a) the closing price of the Share of the Company on Euronext Amsterdam and Brussels on the last trading day preceding the date of the Offer, or (b) the average of the closing price of the Share of the Company on Euronext Amsterdam and Brussels during the last thirty (30) days preceding the date of the Offer, it being understood that in both cases (a) and (b), the exercise price shall not be less than 80% of the average of the closing price of the Share of the Company on Euronext Amsterdam and Brussels during the last twenty (20) trading days preceding the Offer.

Upon Exercise and subsequent capital increase the Exercise Price must be booked as capital for an amount equal to the accounting par value of the Shares at the moment of the establishment of the capital increase resulting from the Exercise. The part of the Exercise Price that exceeds the accounting par value must be booked as an issuance premium.

#### **3.5 Administration of the Subscription Right Plan**

The Company is responsible for the management and the administration of the Plan and ensures that all questions of Beneficiaries or Subscription Right Holders are answered accurately and rapidly.

#### **3.6 Expiration of Subscription Rights**

The Subscription Rights for which no Offer has been made by the Board of Directors to Beneficiaries by 31 December 2023 shall automatically expire and become null and void at 24:00 hours (midnight) on the 31<sup>th</sup> of December 2023.

#### **4 Beneficiaries of the Plan**

Beneficiaries are the Eligible Persons who received an Offer pursuant to this Plan, as determined by the Board of Directors.

The Subscription Rights under this Plan are reserved for and granted solely to members of the personnel as defined in article 1:27, 1° of the Belgian Code of Companies and Associations.

Subscription Rights shall not be granted to Eligible Persons holding more than 10% of the Company's share capital.

#### **5 Acceptance or Refusal of the Offer**

The Beneficiaries have the possibility to accept the individual Offer in whole, in part or not at all. Each Beneficiary shall receive a Notice of Acceptance form wherein the Beneficiary mentions his/her decision regarding the Offer: (full or partial) Acceptance or Refusal. Acceptance of the Offer has to be formally established by ticking the relevant paragraph in the Notice of Acceptance.

The Notice of Acceptance needs to be returned prior to the ultimate date of response as set forth in the Notice of Acceptance, duly completed and signed, to the address mentioned in the Notice of Acceptance. Such ultimate date of response cannot be later than 140 calendar days after the date of the Offer.

In case the Beneficiary has not accepted the Offer in writing prior to the date mentioned in the Notice of Acceptance, she/he shall be deemed to have refused the Offer.

For the purposes of this Plan, the Subscription Rights shall be deemed to be granted on the sixtieth day following the date of the Offer if the Offer is accepted within sixty days after the date of the Offer.

The Subscription Rights are registered in the name of the Beneficiary. In case of acceptance, the Beneficiary will be recorded as a Subscription Right Holder in the register of subscription right holders of the Company. This register, which may be held in electronic form, mentions the identity of the Subscription Right Holders and previous subscription right holders and the number of Subscription Rights held by them. The Subscription Right Holder will receive a confirmation of the number of Subscription Rights she/he has accepted.

The Remuneration Committee may decide to replace or complete the Notice of Acceptance by or with a written Subscription Right Agreement to be signed by the Subscription Right Holder and the Company and which shall contain the conditions determined by the Remuneration Committee, in accordance with this Plan.

The Beneficiary who has accepted the Offer will receive the Subscription Rights as soon as these have been issued by the Deed of Issuance.

#### **6 Exercise and Payment Conditions**

##### **6.1 Exercise Term**

The Exercise Term is eight (8) years, starting from the date of the Offer. A Subscription Right shall automatically lapse and become null and void at 24:00 hours (midnight) on the day preceding the eighth (8<sup>th</sup>) anniversary date of the date of the Offer.

##### **6.2 Vesting of Subscription Rights**

Except to the extent expressly stated otherwise in this Plan or decided otherwise by the Board of Directors in accordance with section 8.5 the granted Subscription Rights will vest in instalments on the following vesting dates:

- 25% of the granted Subscription Rights (rounded down to the nearest whole number) vesting on the first day of the second calendar year following the calendar year in which the Grant was made;

- 25% of the granted Subscription Rights (rounded down to the nearest whole number) vesting on the first day of the third calendar year following the calendar year in which the Grant was made; and
- the remainder of the granted Subscription Rights vesting on the first day of the fourth calendar year following the calendar year in which the Grant was made.

### 6.3 Exercise Period

Subscription Rights may not be exercised until they have vested pursuant to section 6.2. As of the commencement of (i) the second calendar year following the calendar year in which the Grant was made, the first instalment of vested Subscription Rights may be exercised, (ii) the third calendar year following the calendar year in which the Grant was made, the second instalment of vested Subscription Rights may be exercised, and (iii) the fourth calendar year following the calendar year in which the Grant was made, the third instalment of vested Subscription Rights may be exercised, during an Exercise Period.

The Board of Directors will establish at least one Exercise Period of at least two weeks per calendar year. It is the responsibility of the Subscription Right Holder to timely seek information from the Company relating to the establishment of Exercise Periods. The Board of Directors may establish more than one Exercise Period per calendar year if it deems fit.

The Board of Directors shall decide, when required, in accordance with the applicable rules relating to abuse of inside information, to establish closed periods during which the Subscription Rights cannot be exercised.

### 6.4 Conditions of Exercise

Individual Subscription Rights can only be exercised as a whole.

In order to exercise a Subscription Right, the Subscription Right Holder needs to submit an appropriate declaration to that effect (the exercise form) to the Board of Directors or to an authorized person designated by the Board of Directors, and to pay the Exercise Price into a bank account designated by the Company and opened in the name of the Company.

On the exercise form, the Subscription Right Holder needs to mention the number of Subscription Rights he desires to exercise.

In case the bank account is not or not sufficiently credited prior to the end of the Exercise Period, the Subscription Rights will be deemed not to be exercised. The Company will inform the Subscription Right Holder thereof and will reimburse the amount that was deposited too late or was insufficient as soon as possible within the limits set by law. The Subscription Rights will consequently not be lost and remain exercisable at a later stage insofar as the Exercise Term has not expired.

### 6.5 Impact of capital increases decided by the Company

In deviation of article 7:71, second indent, of the Belgian Code of Companies and Associations, the Subscription Right Holders shall not have any right of premature exercise of their Subscription Rights in the event of a capital increase decided by the Company. Should the rights of the Subscription Right Holders be materially affected by such a decision, the Company, represented by the Board of Directors, may, in its sole discretion, make modifications to (i) the number of Shares that relates to one Subscription Right, (ii) the Exercise Price and/or (iii) any other features of the Plan. As soon as reasonably practicable, the Company shall give notice in writing of such modification to the relevant Subscription Right Holders.

By way of exception to the previous indent, in the event of a capital increase in cash, the Company, represented by the Board of Directors, may also decide, in its sole discretion, to allow the Subscription Right Holders to exercise prematurely their Subscription Rights and possibly participate in the capital increase as shareholders, insofar as this right belongs to the existing shareholders. In such case if a Subscription Right, that is not exercisable or cannot be exercised in accordance with the issuance conditions (as specified in the Plan), becomes prematurely exercisable and is thus also prematurely exercised in accordance with the decision of the Board of Directors, the New Shares that the Subscription Right Holders receive as a result of such Exercise will not be transferable, except with the explicit prior consent of the Board of Directors, until such time as the Subscription Right would have become exercisable in accordance with the Plan.

## **6.6 Change in Control of the Company**

Notwithstanding anything to the contrary in this Plan, in the event of a change in Control of the Company, all Subscription Rights that are still outstanding under this Plan at such time shall, in principle, immediately vest (to the extent they had not all vested yet) and become immediately exercisable during an Exercise Period determined by the Board of Directors, provided, however, that in compliance with applicable (tax) laws the Board of Directors is authorized to establish certain conditions for such vesting and/or exercising that will be applicable to some or all of the Subscription Right Holders involved, and provided further that, in the event a public takeover bid is made on the securities of the Company, the Subscription Rights shall immediately become fully vested and exercisable as from the date of the announcement of such public takeover bid by the FSMA. The Board of Directors shall establish an Exercise Period as soon as practicable following the announcement of such public takeover bid.

## **7 Issuance of New Shares**

The Company shall only be obliged to issue New Shares pursuant to the Exercise of Subscription Rights if all exercise conditions set forth in chapter 6 have been complied with.

The Board of Directors or its proxyholder shall to this effect timely, at a date to be determined by the Board of Directors or its proxyholder and at least once following each Exercise Period, have the capital increase established by notary deed, taking into account the time needed to fulfill the required administrative formalities.

New Shares participate in the profit of the financial year of the Company that started on the first of January of the year in which the relevant New Shares have been issued.

In view of a rapid delivery of the Shares resulting from the exercise of Subscription Rights, the Company may propose to the Subscription Right Holders who have complied with the exercise conditions to receive existing Shares awaiting the issuance of New Shares by notary deed. In such case the Subscription Right Holders will receive an advance of existing Shares subject to the condition that they sign an authorization by which the New Shares will, upon issuance, immediately and directly be delivered to the Company or to any other party who advanced them the existing Shares.

The Board of Directors has granted power of attorney to any two (2) members of the Board of Directors acting jointly, as well as to each Executive Committee member acting individually, with possibility of sub-delegation and the power of subrogation, to take care of the establishment by notary deed of the acceptance of the Subscription Rights offered, the exercise of the Subscription Rights, the issuance of the corresponding number of New Shares, the payment of the exercise price in cash, the corresponding realization of the capital increase, the allocation to the unavailable account "issuance premiums" of the difference between the subscription price for the Shares and the accounting par value, to bring the Articles of Association in accordance with the new situation of the registered capital, to sign and deliver the relevant Euroclear and bank documentation, and to sign and deliver all necessary documents in connection with the delivery of the Shares (acquired as a result of the exercise of the Subscription Rights) to the Beneficiaries.

The Company will take the necessary actions to have the New Shares listed for trading on a regulated market as soon as they have been issued.

## **8 Cessation of the Relationship**

### **8.1 Cessation before the date of the Deed of Issuance**

If a Beneficiary is not a member of the personnel (within the meaning of article 1:27, 1° of the Belgian Code of Companies and Associations) of the Company or any of its Subsidiaries on the date of the Deed of Issuance, the Beneficiary shall be deemed to have refused the Offer and the Subscription Rights offered to such Beneficiary shall not be issued.



## 8.2 Good Leaver Situations

If a Good Leaver Situation arises with respect to a Subscription Right Holder, the Subscription Rights of said Subscription Right Holder shall continue to vest as set forth in Section 6.2 (if unvested) and, if and when vested, the Exercise Term of the non-exercised Subscription Rights shall remain unchanged and the Subscription Right Holder will have the time to exercise his/her non-exercised Subscription Rights during each Exercise Period within the Exercise Term.

As an exception, if the Good Leaver Situation is caused by the decease of the relevant Subscription Right Holder or after the establishment of a Good Leaver Situation the relevant Subscription Right Holder passes away, all Subscription Rights held by such Subscription Right Holder shall pass to his/her Personal Representative(s) and the Personal Representative(s) will be able to exercise the non-exercised Subscription Rights during a six-month period as from the death of the Subscription Right Holder. All the remaining non-exercised Subscription Rights held by the Personal Representative(s) of the Subscription Right Holder shall become null and void upon the expiry of such six-month period.

## 8.3 Bad Leaver Situation

### 8.3.1 After the vesting of (part of) the granted Subscription Rights

In case a Bad Leaver Situation occurs after the vesting of (part of) the Subscription Rights pursuant to section 6.2, the relevant Subscription Right Holder will have time to exercise, during an Exercise Period, his vested non-exercised Subscription Rights until six months after the date of the Bad Leaver Situation. All his/her remaining vested non-exercised Subscription Rights shall become null and void upon the expiry of such six-month period.

### 8.3.2 Before the vesting of (part of) the granted Subscription Rights

In case the Bad Leaver Situation occurs before the vesting of (part of) the Subscription Rights pursuant to section 6.2, all granted Subscription Rights that have not vested yet pursuant to section 6.2 on the date of the Bad Leaver Situation shall automatically become null and void.

## 8.4 Change of employment

**8.4.1** In case of a cessation of the employment agreement or management agreement for any reason whatsoever, in whatever form and by whomever initiates it of the relevant Subscription Right Holder accompanied by a simultaneous (other) employment or appointment of the relevant Subscription Right Holder (or a company Controlled by the Subscription Right Holder) as a Manager, Employee or director of the Company or a Subsidiary, the Subscription Rights of said Subscription Right Holder shall continue to vest as set forth in Section 6.2 (if unvested) and, if and when vested, the Exercise Term of the non-exercised Subscription Rights shall remain unchanged and the Subscription Right Holder will have the time to exercise his non-exercised Subscription Rights during each Exercise Period within the Exercise Term.

**8.4.2** If, however, at any time following such change as described in Section 8.4.1:

- (i) the employment agreement or mandate as a director or management agreement of the Subscription Right Holder with the Company or a Subsidiary is terminated at the Subscription Right Holder's request for any reason other than the effective liquidation of a state pension by the Subscription Right Holder; or
- (ii) the Company or a Subsidiary terminates the employment agreement or his mandate as a director or terminates his consultancy agreement because of a breach or insufficiency by the Subscription Right Holder in the performance of the employment agreement or a breach by the Subscription Right Holder of his obligations as a Manager or director, then such termination shall also be deemed to be a Bad Leaver Situation and the rules set forth in Section 8.3 shall apply unless such termination is accompanied by another change as described in Section 8.4.1.

## 8.5 Deviations

The Board of Directors may at its discretion decide to deviate at any time from the provisions set forth in this chapter 8, including, for the avoidance of doubt, regarding the meaning of any defined terms used in this chapter 8, provided that such provisions comply with compulsory statutory provisions (in particular with article L. 225-183 paragraph 3 of the French Commercial Code).

## 9 Amendments and Modifications

In addition to the other cases provided for by this Plan, the Board of Directors is authorized to take appropriate measures to safeguard the interests of the Subscription Right Holders in case a serious and exceptional circumstance jeopardizing the rights of the Beneficiaries occurs.

In addition to the other cases provided for by this Plan, the Board of Directors may also unilaterally modify at any time the Plan in any the following cases:

- the modification relates to the practical and/or accessory modalities of the Plan;
- the modification is required to comply with any change in legislation; or
- the modification is favourable to the Subscription Right Holders .

As soon as reasonably practicable, the Company shall give notice in writing of such modifications to the relevant Subscription Right Holders.

The Subscription Right Holders shall be bound by such modifications.

## 10 Dispute Resolution

All disputes relating to this Plan will be brought to the attention of the Board of Directors, who may propose an amicable settlement for a dispute, as the case may be. If required the dispute will be submitted to Courts and Tribunals competent for the judicial area of Antwerp, department of Mechelen (Belgium) whereby all parties involved shall make election of domicile at the seat of the Company. This Plan is governed by Belgian law.

The Plan is not subject to the provisions of the U.S. Employee Retirement Income Security Act of 1974, as amended, and is not a qualified plan under Section 401(a) of the U.S. Internal Revenue Code.

## 11 Final Provisions

### 11.1 Additional Information

The Company will provide the Beneficiary at his/her request with a copy of the articles of association of the Company and any amendments thereto.

### 11.2 Taxes and Social Security Treatment

The Company or a Subsidiary (which is the employer of the Beneficiary) shall be entitled, in accordance with the applicable law or customs, to apply a withholding on the cash salary or the compensation for the month in which the taxable moment occurs or on the cash salary or the compensation of any other following month, and/or the Beneficiary shall be obliged to pay to the Company or a Subsidiary (if so required by the Company or by a Subsidiary) the amount of any tax and/or social security contributions due or payable because of the fact of the grant, the acceptance, the fact that Subscription Rights become susceptible of being exercised or of the exercise of the Subscription Rights, or due or payable in respect of the delivery of the New Shares.

The Company or a Subsidiary shall be entitled, in accordance with the applicable law or customs, to prepare the required reports, necessary as a result of grant of the Subscription Rights, the fact that Subscription Rights become susceptible of being exercised, or the delivery of the Shares.

### 11.3 Costs

Stamp duties, stock exchange taxes and similar charges and taxes levied at the occasion of the exercise of the Subscription Rights and/or the delivery of the New Shares or existing Shares shall be borne by the Subscription Right Holder.

Costs relating to the issue of the Subscription Rights or to the issue of New Shares shall be borne by the Company.

### 11.4 Relation to employment agreement

Notwithstanding any provisions to the contrary included in the Plan:

- (i) the grant of Subscription Rights and/or subsequent Shares to the Beneficiaries in the framework of the Plan is unrelated to his/her pension rights or pension claims, if any, unless specifically provided otherwise in applicable legislation or the terms and conditions of the applicable pension plan;
- (ii) the Plan or any other document relating to the Plan do not confer upon the Beneficiary any right to be continued employment or other contractual relationship for any period of specific duration or interfere with or otherwise restrict in any way the rights of the Company or its Subsidiaries to terminate the Beneficiaries' employment or other contractual relationship according to the applicable regulations in respect of termination thereof;
- (iii) the grant of Subscription Rights cannot be considered as a right acquired for the future; and
- (iv) any rights and entitlements pursuant to this Plan are granted on a discretionary basis. Repeated grants do not entitle any Beneficiary to any future grant. Grants remain in the complete discretion of the Company. In particular, the Company reserves the right to determine the scope of beneficiaries and the conditions of the Plan in relation to any further grant.

A Beneficiary shall not be entitled to claim any damages or compensation in connection with the Plan, resulting from the cessation of his/her mandate or employment agreement or consultancy agreement with the Company or a Subsidiary, based on any reason whatsoever (with the exception of abusive or unlawful dismissal in accordance with French case law).

### 11.5 Shareholders' Meetings

Subscription Right Holders have the right to participate in the Shareholders' Meetings of the Company, but without voting right and only with an advisory voice, subject to complying with the formalities set forth in the convocation for the Shareholders' Meeting.

### 11.6 Communication with Subscription Right Holders

By accepting Subscription Rights, the Subscription Right Holder agrees that documentation can be validly communicated by the Company by e-mail, including convocations for Shareholders' Meetings and documentation pertaining to the exercise of Subscription Rights.

### 11.7 Address Change

Subscription Right Holders are obliged to keep the Company informed of changes to their address and changes to their e-mail address. Communications sent by the Company to the last known address or e-mail address of the Subscription Right Holder are validly made.

### 11.8 Language

In case of discrepancies between the French, Dutch and English versions of the present Subscription Right Plan, the French language version of the Plan shall prevail.

### 11.9 Reoffer or Resale of Shares Received under the Plan

The Beneficiary may sell the Shares subscribed for pursuant to the Exercise of Subscription Rights in any manner permitted under Belgian law and applicable U.S. securities law, so long as the conditions associated with the holding of privileged information have been met.

The “inside information” provisions of the applicable securities laws and the Company’s Dealing Code impose further restrictions on resales by all individuals who know of material non-public information regarding the Company, whether or not the individual is a staff member or an officer of the Company or any of its Subsidiaries.

### 11.10 Liens

No one can place a lien on any Subscription Right granted to the Beneficiaries under the Plan.

### 11.11 U.S. Federal Tax Consequences for Participating in the Plan

The following discussion summarizes the current principal U.S. federal income tax consequences of certain transactions under the Plan **if the Beneficiary is subject to U.S. taxes**. It does not describe all U.S. federal tax consequences under the Plan, nor does it describe state or local tax consequences that may vary from jurisdiction to jurisdiction. The Beneficiary is advised to consult with a competent tax advisor for additional information about the Beneficiary’s particular circumstances.

The Beneficiary will not have taxable income in the U.S. when the Beneficiary is granted a Subscription Right. When the Beneficiary Exercises a Subscription Right, the Beneficiary will have taxable ordinary income in the U.S. equal to the excess of the fair market value of the Shares received on the Exercise date over the price the Beneficiary paid for the Subscription Right. The Beneficiary’s tax basis for the Shares that the Beneficiary acquires when the Beneficiary Exercises a Subscription Right will be increased by the amount of such taxable income. The Company will be entitled to a federal income tax deduction in an amount equal to the ordinary income that the Beneficiary recognizes. When the Beneficiary sells the Shares that the Beneficiary acquired by Exercising Subscription Rights, the Beneficiary will realize long-term or short-term capital gain or loss, depending upon the Beneficiary’s holding period for such Shares.

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**ANNEX A: Eligible Persons**

**Eligible Persons** under the Subscription Right Plan 2023 RMV are the Employees and Managers of the Company or a Subsidiary, which are ranked in individual pay grade 9 – 14 (as described in the HRIS system), including Future Employees and Managers<sup>1</sup>, subject to the Board of Directors’ discretionary power to deviate from the eligibility criteria and except for those Employees and Managers (i) with a performance rating 1 for the latest performance year prior to the year of the Offer (as described in the HRIS system), (ii) with a fixed term contract for which it is reasonably clear in the absolute discretion of the Company’s management that such contract will not be extended, (iii) who have been informed that they will be leaving the Company or a Subsidiary during the year of the Offer because of, but without being limited to, a corporate restructuring, (iv) who are terminated for cause by the Company or the relevant Subsidiary, (v) who are confirmed to be leaving the Company or the relevant Subsidiary prior to the Deed of Issuance because they have reached the age at which they can receive state pension entitlement, (vi) who are under notice of termination on the date of the Offer or (vii) whom are subject to an investigation ongoing on the date of the Offer under the Company’s Managing Compliance Concerns Policy (GLPG-POL-00092) for reasons that could result in a termination qualifying as a Bad Leaver Situation and resulting in Bad Leaver treatment.

The cut-off date for eligibility as Employee or Manager under the Subscription Right Plan 2023 RMV is 1 April 2023 (**Cut-off Date**), but the Board of Directors may at its discretion decide to deviate from this Cut-off Date at any time.

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<sup>1</sup> Future Employees or Managers are defined as Employees or Managers ranked in individual pay grade 9 – 14 with a signed offer letter or with a signed employment agreement or management contract before or on the date of the Offer, and their effective start before or on the date of the Deed of Issuance.

## **ANNEX B: Privacy and processing of Personal Data**

To enable the proper set-up and management of the Plan and the Subscription Rights register, Personal Data about each Beneficiary will need to be collected and used. This Schedule sets out the obligations of Galapagos and the rights of Beneficiaries, regarding any such collection and use, and provides the legally required information in this respect.

### **1 Identity of the person responsible for your Personal Data**

Galapagos NV is the so-called “**Data Controller**”, which is responsible for the collection and processing of Personal Data as is necessary for the setting-up and management of the Plan and the Subscription Rights register of Galapagos in electronic form, including for reporting purposes.

### **2 Why and how Personal Data is collected and used**

The Personal Data will either be collected via e-mail, the Online Tool or Galapagos’ HR IS system. It will be used exclusively for the purposes of the administration of the Plan and the maintenance of the Subscription Rights register of Galapagos in electronic form.

The Personal Data collected in the context of the Plan and the Subscription Rights register will be stored for a period as long as necessary under applicable law, i.e. at least a period of ten years and as long as required pursuant to financial audit requirements.

The Data Controller and any Data Processor will collect and process the Beneficiaries’ Personal Data in accordance with the GDPR and this Schedule.

### **3 Nature of the Personal Data**

The following Personal Data relating to the Beneficiaries, will be collected and used:

- (i) their contact details (e.g. names\*, private/professional\* (e-mail) addresses/phone numbers);
- (ii) electronic identification data;
- (iii) personal characteristics (i.e. date of birth\*);
- (iv) financial data (e.g. details regarding bank account); and
- (v) details of all information relating to Subscription Rights awarded, cancelled, vested, unvested or outstanding.

### **4 Other persons having access to the Personal Data and purpose thereof**

The Data Controller can transfer the Personal Data to the following categories of recipients:

- (vi) the provider of the Online Tool;
- (vii) payroll operators;
- (viii) regulatory authorities for the purposes of complying with legal obligations in connection with the Plan;
- (ix) financial institutions responsible for the administration of the Subscription Right Plans and Exercise process; and
- (x) any member of the Galapagos group for the administration and management of the Plan.

Such recipients may be located in jurisdictions outside the European Economic Area (“**EEA**”) that may not provide an adequate level of personal data protection. The Data Controller relies upon an adequacy decision and/or has implemented a legally valid data transfer mechanism and put in place suitable

safeguards to ensure that any such transfer of personal data outside the EEA is done in compliance with the GDPR, namely through the conclusion of the EU standard contractual clauses approved by the Commission prior to any such transfer. In addition, the Beneficiary residing in France can also provide instructions to the Data Controller, at [dpo@glpg.com](mailto:dpo@glpg.com), on how to use his/her Personal Data after his/her death (e.g., the Beneficiary can request that the Data Controller retains, deletes or transfers his/her Personal Data to a third party that he/she has designated).

## **5 Legal basis allowing Galapagos to collect and use Personal Data**

The processing of Personal Data of the Beneficiaries by the Data Controller in the context of this Plan is necessary for the performance of the contractual arrangements between the Beneficiaries and the Data Controller referred to in the introduction of this Plan (i.e. providing certain Managers and certain Employees of Galapagos the opportunity to receive Subscription Rights as an incentive). Failure by the Beneficiary to provide the necessary and accurate Personal Data will result in the impossibility for Galapagos to perform part of its contractual arrangements towards the Beneficiaries.

The Data Controller can also process Personal Data of the Beneficiaries to comply with its legal obligations towards the regulatory authorities.

## **6 Rights of the Beneficiaries**

The Beneficiary can exercise his/her right to request access to and rectification or, in certain circumstances, erasure of his/her Personal Data or restriction of processing concerning the Beneficiary or to object to processing as well as the right to data portability by sending a written request to [dpo@glpg.com](mailto:dpo@glpg.com).

If Beneficiaries are not satisfied with how Galapagos processes their Personal Data, they may contact Galapagos through [dpo@glpg.com](mailto:dpo@glpg.com). They also have the right to make a complaint to the competent Data Protection Authority.

### Calculation of Filing Fee Table

Form S-8  
(Form Type)

Galapagos NV  
(Exact Name of Registrant as Specified in its Charter)

Table 1: Newly Registered Securities

Security Type	Security Class Title (1)	Fee Calculation Rule (2)	Amount Registered (3)	Proposed Maximum Offering Price Per Unit (2)	Maximum Aggregate Offering Price (2)	Fee Rate	Amount of Registration Fee
Equity	Ordinary Shares, no par value	Other	1,975,000	\$39.46	\$77,933,500	\$0.00014760	\$11,502.98
Total Offering Amounts					\$77,933,500		—
Total Fees Previously Paid							—
Total Fee Offsets							—
Net Fee Due							\$11,502.98

- (1) These shares may be represented by the Registrant's American Depositary Shares, or ADSs. Each ADS represents one Ordinary Share. ADSs issuable upon deposit of the Ordinary Shares registered hereby were registered pursuant to a separate Registration Statement on Form F-6 (File No. 333-203584).
- (2) Estimated in accordance with Rule 457(h) under the Securities Act solely for the purpose of calculating the registration fee. The offering price per share and the aggregate offering price are based upon a price per share of \$39.46, which is the exercise price for subscription rights to be granted under the Registrant's Subscription Right Plan 2023 BE, Subscription Right Plan 2023 RMV, and Subscription Right Plan 2023 ROW of €35.55, representing an average of 1,372,500 shares granted on May 5, 2023 at €35.11, with a conversion rate of \$1.1125 per euro, and 200,000 shares granted on June 15, 2023 at €38.58, with a conversion rate of \$1.0946 per euro.
- (3) Pursuant to Rule 416(a) under the Securities Act of 1933, as amended (the "Securities Act"), this Registration Statement shall also cover any additional Ordinary Shares that become issuable under the Registrant's Subscription Right Plan 2023 BE, Subscription Right Plan 2023 RMV, and Subscription Right Plan 2023 ROW by reason of any stock dividend, stock split or other similar transaction.