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

FORM 6-K

**REPORT OF FOREIGN PRIVATE ISSUER
PURSUANT TO RULE 13a-16 OR 15d-16
UNDER THE SECURITIES EXCHANGE ACT OF 1934**

For the month of September 2019

Commission File Number: 001-37384

GALAPAGOS NV

(Translation of registrant's name into English)

**Generaal De Wittelaan L11 A3
2800 Mechelen, Belgium**
(Address of principal executive office)

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F.

Form 20-F Form 40-F

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1):

Note: Regulation S-T Rule 101(b)(1) only permits the submission in paper of a Form 6-K if submitted solely to provide an attached annual report to security holders.

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7):

Note: Regulation S-T Rule 101(b)(7) only permits the submission in paper of a Form 6-K if submitted to furnish a report or other document that the registrant foreign private issuer must furnish and make public under the laws of the jurisdiction in which the registrant is incorporated, domiciled or legally organized (the registrant's "home country"), or under the rules of the home country exchange on which the registrant's securities are traded, as long as the report or other document is not a press release, is not required to be and has not been distributed to the registrant's security holders, and, if discussing a material event, has already been the subject of a Form 6-K submission or other Commission filing on EDGAR.

EXPLANATORY NOTE

Enclosed hereto and incorporated herein by reference are copies of the following items in connection with Galapagos NV's Special Shareholders' Meeting and Extraordinary Shareholders' Meeting that will each be held on Tuesday, October 22, 2019 at 2 p.m. (CEST), at the registered office of Galapagos NV.

The information contained in this report on Form 6-K, including Exhibits 99.2, 99.3, 99.4, 99.5, 99.6, 99.7, 99.8, 99.9 and 99.10, is hereby incorporated by reference into the Company's Registration Statements on Forms F-3 (File No. 333-230639) and S-8 (File Nos. 333-204567, 333-208697, 333-211834, 333-215783, 333-218160, 333-225263 and 333-231765). The information contained in Exhibit 99.1 to this Form 6-K is intended to be furnished and shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933 or the Exchange Act, except as expressly set forth by specific reference in such filing.

Exhibit

- Exhibit 99.1. Press release dated September 20, 2019
- Exhibit 99.2. Convening Notice for the Special and Extraordinary Shareholders' Meetings of Galapagos NV to be held on October 22, 2019 (English translation)
- Exhibit 99.3. Proxy Form for the Special and Extraordinary Shareholders' Meetings to be held on October 22, 2019
- Exhibit 99.4. Depository's Notice of the Special and Extraordinary Shareholders' Meetings to be held on October 22, 2019
- Exhibit 99.5. Voting Instructions for holders of American Depositary Shares in connection with the Special and Extraordinary Shareholders' Meetings to be held on October 22, 2019
- Exhibit 99.6. Notification of Participation Form in connection with the Special and Extraordinary Shareholders' Meetings to be held on October 22, 2019
- Exhibit 99.7. Professional Qualifications of Mr. Daniel O' Day (Director Nominee) and Dr. Linda Higgins (Director Nominee) for the Special Shareholders' Meeting to be held on October 22, 2019
- Exhibit 99.8. Special Report of the Board of Directors of Galapagos NV in connection with the Extraordinary Shareholders' Meeting to be held on October 22, 2019 (English translation)
- Exhibit 99.9. Special Report of the Board of Directors of Galapagos NV in connection with the Extraordinary Shareholders' Meeting to be held on October 22, 2019 (English translation)
- Exhibit 99.10. Overview of Outstanding Shares and Voting Rights for the Special and Extraordinary Shareholders' Meetings of Galapagos NV to be held on October 22, 2019

SIGNATURES

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

Date: September 20, 2019

GALAPAGOS NV
(Registrant)

/s/ Xavier Maes

Xavier Maes
Company Secretary



**Invitation to the
special and extraordinary shareholders' meetings**

Mechelen, Belgium; 20 September 2019, 22.01 CET; regulated information – Galapagos NV (Euronext & NASDAQ: GLPG) invites its shareholders to a special and extraordinary shareholders' meeting.

On 14 July 2019, Galapagos NV (the “Company” or “Galapagos”) announced that it entered into a collaboration with Gilead Sciences, Inc., Gilead Biopharmaceutics Ireland UC, and Gilead Therapeutics A1 Unlimited Company. In view hereof, Galapagos has the honor to invite its shareholders, warrant holders, directors, and statutory auditor to its special and extraordinary shareholders' meetings that will be held on Tuesday 22 October 2019 at 2:00 p.m. (CEST) at the Company's registered office.

The items on the agenda of the special and extraordinary general meetings of shareholders include, amongst other things, the appointment of Mr. Daniel O'Day and Dr. Linda Higgins as directors of the Company, the approval of the issuance of two warrants for the benefit of Gilead Therapeutics A1 Unlimited Company, and the renewal of the Company's authorized capital by up to 20% of the share capital.

In order to be admitted to the shareholders' meetings, the holders of securities issued by the Company must comply with article 536 of the Belgian Companies Code of 7 May 1999 and article 29 of the Company's articles of association, and fulfill the formalities described in the convening notice. The convening notice and other documents pertaining to the shareholders' meetings, including the biographies of Mr. O'Day and Dr. Higgins, can be consulted on our website (www.glpjg.com).

About Galapagos

Galapagos (Euronext & NASDAQ: GLPG) discovers and develops small molecule medicines with novel modes of action, three of which show promising patient results and are currently in late-stage development in multiple diseases. Our pipeline comprises Phase 3 through to discovery programs in inflammation, fibrosis, osteoarthritis and other indications. Our ambition is to become a leading global biopharmaceutical company focused on the discovery, development and commercialization of innovative medicines. More information at www.glpjg.com.

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Forward-looking statements

This release may contain forward-looking statements. Such forward-looking statements are not guarantees of future results. These forward-looking statements speak only as of the date of publication of this document. Galapagos expressly disclaims any obligation to update any forward-looking statements in this document, unless specifically required by law or regulation.

Disclaimer

The contents of our website, including the special reports prepared by the board of directors and the statutory auditor at the occasion of the shareholders' meetings of 22 October 2019, and any other website that may be accessed from our website, shall not be deemed incorporated by reference in any filing under the Securities Act of 1933.

Free translation for information purposes

GALAPAGOS
 Limited Liability Company
 Generaal De Wittelaan L11 A3, 2800 Mechelen, Belgium
 Company Number: 0466.460.429
 RLE Antwerp (division Mechelen)

Invitation to the Shareholders' Meetings to be held on 22 October 2019

Introduction

On 14 July 2019, Galapagos NV (hereinafter the “**Company**” or “**Galapagos**”) announced that it entered into a collaboration with Gilead Sciences, Inc., Gilead Biopharmaceutics Ireland UC, and Gilead Therapeutics (as defined below). As part of the overall transaction, the Company and Gilead Therapeutics also entered into a subscription agreement on 14 July 2019 (the “**Subscription Agreement**”). In view hereof, the holders of securities issued by the Company are invited to attend the shareholders' meetings, as described in more detail below.

1. Special Shareholders' Meeting

The board of directors of the Company has the honor to invite the shareholders, warrant holders, directors and statutory auditor of the Company to the Special Shareholders' Meeting that will be held on Tuesday 22 October 2019 at 2:00 p.m. (CEST) at the registered office of the Company (or at such other place as will be indicated at that place at that time).

Agenda and proposed resolutions

The agenda and the proposed resolutions of the special general shareholders' meeting of the Company, which, as the case may be, can be amended at the meeting on behalf of the board of directors of the Company, are as follows:

1. Appointment of a Director

Proposed resolution: Upon the proposal of the board of directors of the Company and in accordance with the recommendation of the Company's nomination and remuneration committee, the shareholders' meeting of the Company resolves to appoint Mr. Daniel O'Day as a non-independent director of the Company for a period starting immediately and ending immediately after the annual shareholders' meeting of 2023. The shareholders' meeting of the Company resolves that the mandate of Mr. Daniel O'Day as a director of the Company will not be remunerated.

2. Appointment of a Director

Proposed resolution: Upon the proposal of the board of directors of the Company and in accordance with the recommendation of the Company's nomination and remuneration committee, the shareholders' meeting of the Company resolves to appoint Ms. Linda Higgins as a non-independent director of the Company for a period starting immediately and ending immediately after the annual shareholders' meeting of 2023. The shareholders' meeting of the Company resolves that the mandate of Ms. Linda Higgins as a director of the Company will not be remunerated.

3. Remuneration of statutory auditor for the financial year ended on 31 December 2017

Proposed resolution: The shareholders' meeting resolves to increase the annual remuneration of the statutory auditor from €350,000 to €430,000 for its activities relating to the statutory annual accounts, the consolidated annual accounts and the interim reporting of the Company and its subsidiaries for the financial year ended 31 December 2017. This represents an increase compared to the remuneration approved by the shareholders' meeting of 25 April 2017 resulting from the fact that the scope of the audit activities performed by the statutory auditor was broadened to include additional regulatory requirements.

2. Extraordinary Shareholders' Meeting

The board of directors of the Company has the honor to invite its shareholders, warrant holders, directors and statutory auditor to the Extraordinary Shareholders' Meeting that will be held in the presence of a notary public and that will take place on Tuesday 22 October 2019, immediately after the Special Shareholders' Meeting to be held on 22 October 2019 at 2:00 p.m. (CEST), at the registered office of the Company (or at such other place as will be indicated at that place at that time). In the event that this Extraordinary Shareholders' Meeting cannot take place on 22 October 2019 because the legally required quorum to discuss and resolve has not been reached and a second convocation is required, this Extraordinary Shareholders' Meeting will, after second convocation with an identical agenda, take place on Friday 29 November 2019 at 2:00 p.m. (CET) at the registered office of the Company (or at such other place as will be indicated at that place at that time).

Agenda and proposed resolution

The agenda and the proposed resolutions of the extraordinary general shareholders' meeting of the Company, which, as the case may be, can be amended at the meeting on behalf of the board of directors of the Company, are as follows:

1. Consideration and discussion of the special report of the board of directors of the Company prepared in accordance with articles 583, 596 and 598 of the Belgian Companies Code of 7 May 1999 in connection with the proposed issuance of two warrants for the benefit of Gilead Therapeutics A1 Unlimited Company ("**Gilead Therapeutics**"), called the "**Initial Warrant A**" and the "**Initial Warrant B**", and the proposal to cancel, in the interest of the Company, the preferential subscription right of the Company's shareholders for the benefit of Gilead Therapeutics
2. Consideration and discussion of the special report of the statutory auditor of the Company prepared in accordance with articles 596 and 598 of the Belgian Companies Code of 7 May 1999 in connection with the proposed issuance of two warrants for the benefit of Gilead Therapeutics, called the Initial Warrant A and the Initial Warrant B, and the proposal to cancel, in the interest of the Company, the preferential subscription right of the Company's shareholders for the benefit of Gilead Therapeutics
3. Approval of the issuance of two warrants for the benefit of Gilead Therapeutics

This proposal is made in accordance with the terms of the Subscription Agreement, which included a commitment to make a proposal to the shareholders' meeting to issue two warrants allowing Gilead Therapeutics to further increase its ownership in the Company.

Proposed resolution: The shareholders' meeting of the Company resolves to approve the issuance of two warrants for the benefit of Gilead Therapeutics, called the Initial Warrant A and the Initial Warrant B (collectively, the "**Warrants**" and each a "**Warrant**"), and to cancel the preferential subscription right of the existing shareholders of the Company for the benefit of Gilead Therapeutics, in accordance with the special report of the board of directors prepared in accordance with article 583, 596 and 598 of the Belgian Companies Code of 7 May 1999, as referred to in item 1 of the agenda.

In view thereof, the shareholders' meeting of the Company resolves to approve the terms and conditions (the "**Conditions**") of the Warrants as set forth in Annex 1 (in relation to Initial Warrant A) and Annex 2 (in relation to Initial Warrant B) to the special report of the board of directors referred to in item 1 of the agenda, a copy of which shall remain attached to the minutes reflecting the present resolution. The main Conditions of the respective Warrants can, for informational purposes, be summarized as follows:

- a) **Issuer of the Warrants:** The Company.
- b) **Term:** The Initial Warrant A has a term starting as of the date of this resolution and ending on 11:59 p.m. on the date which falls one (1) year after the date of this resolution. The Initial Warrant B has a term starting as of the date of this resolution and ending on 11:59 p.m. on the date which falls five (5) year after 23 August 2019. The Warrants can be exercised at one or several occasions during their entire term, but not more than once per period of three (3)

months. As set out in the Conditions, this limitation does not apply in case of material development regarding the Company or the trading of the Company's shares, or in case of certain (requests for) convocations of shareholders' meetings of the Company.

- c) **Issue Price:** The Warrants will be issued without any additional consideration being due by Gilead Therapeutics or any of its affiliates.
- d) **Exercise Price:** The Exercise Price (as defined in the Conditions) of the Initial Warrant A shall, per share that shall be subscribed for upon an exercise of the Initial Warrant A, in relation to such shares, be equal to EUR 140.59. The Exercise Price of the Initial Warrant B shall, per share that shall be subscribed for upon an exercise of the Initial Warrant B in relation to such shares, be equal to the greater of (i) 120% multiplied by the arithmetic mean of the daily volume weighted average trading price of the Company's shares as traded on Euronext Brussels and Euronext Amsterdam (or such other regulated markets on which the Company's shares will be trading at that time) on each of the trading days during the period of 30 calendar days ending on the calendar day immediately preceding the date of the Exercise Notice (as defined in the Conditions) with respect to such exercise, and (ii) EUR 140.59. The abovementioned Exercise Prices of EUR 140.59 (on a per share basis) are the same as the issue price of the 6,828,985 new shares that were issued to Gilead Therapeutics on 23 August 2019 and represent a 20% premium as compared to the average of the volume weighted average prices of the Company's shares on the regulated market of Euronext (Brussels and Amsterdam) during the thirty calendar days preceding the date of signing the Subscription Agreement and comply with article 598 of the Belgian Companies Code of 7 May 1999.
- e) **Number of shares issuable upon an exercise of the Warrants:** Subject to the Conditions, the Warrants entitle the holder thereof to subscribe, during the entire term of the respective Warrant, upon each exercise of a Warrant, for a maximum number of shares that is sufficient to bring the number of shares owned by Gilead Therapeutics, Gilead Sciences and any of their affiliates (and, with respect to Initial Warrant B only, any other party acting in concert with Gilead Therapeutics, Gilead Sciences or any of their affiliates) to 25.1% for Initial Warrant A (the "**Initial Warrant Limit A**") and 29.9% for Initial Warrant B (the "**Initial Warrant Limit B**") of the actually issued and outstanding shares immediately after the issue of the shares that are to be issued upon the relevant exercise of the relevant Warrant (rounded down to the nearest whole share). For clarity, the overall shareholding resulting from the full exercise of Initial Warrant A and Initial Warrant B shall in aggregate not exceed 29.9%.
- f) **Nature of the Warrants:** The Warrants will confer the right (but not the obligation) to subscribe, upon any exercise of a Warrant, for a number of new shares to be issued by the Company, as aforementioned. Except as otherwise provided for under Belgian law, the holder of a Warrant will be no shareholder of the Company solely by virtue of holding such Warrant, and therefore does not have the rights of a shareholder in relation to the shares to be issued or delivered to the holder of such Warrant upon an exercise of such Warrant until the exercise of such Warrant and the issue or delivery of the relevant shares.
- g) **Form of the Warrants:** The Warrants will be in registered form.
- h) **No listing of the Warrants:** The Warrants shall not be listed at any time on a securities exchange, regulated market or similar securities market.
- i) **Allocation and subscription:** The Warrants will be allocated to Gilead Therapeutics, and can only be subscribed for by Gilead Therapeutics.
- j) **Underlying shares:** The new shares to be issued by the Company upon each exercise of the relevant Warrants shall have the same rights and benefits as, and rank *pari passu* in all respects including as to entitlement to dividends and other distributions, with the existing and outstanding shares of the Company at the moment of their issue and will be entitled to dividends and other distributions in respect of which the relevant record date or due date falls on or after the date of their issue.

The shareholders' meeting resolves, subject to, and to the extent of, each exercise of Warrants, to increase the Company's share capital and to issue the relevant number of new shares issuable upon such exercise as provided for in the relevant Conditions of the Warrants.

The shareholders' meeting resolves that any issue premium that will be booked in connection with the exercise of the Warrants and the issuance of new shares, as applicable, shall be accounted for on the liabilities side of the Company's balance sheet as net equity. The account on which the issue premium shall be booked shall, like the share capital, serve as the guarantee for third parties and, save for the possibility of a capitalization of those reserves, can only be reduced on the basis of a valid resolution of the general shareholders' meeting passed in the manner required for an amendment to the Company's articles of association.

The shareholders' meeting of the Company resolves to authorize the board of directors to implement and execute the resolutions passed by the shareholders' meeting of the Company in connection with the Warrants, and to take all steps and carry out all formalities that shall be required by virtue of the Conditions of the Warrants, the Company's articles of association and applicable law in order to issue or transfer shares upon an exercise of Warrants. Furthermore, the directors of the Company, acting individually, shall have the power, upon each exercise of a Warrant, to proceed with the recording of (i) the capital increase and issue of new shares resulting from such exercise, (ii) the allocation of the issue price to the share capital and (as applicable) the issue premium in accordance with the relevant Conditions of the Warrants, and (iii) the amendment of the Company's articles of association in order to reflect the new share capital and number of outstanding shares following the exercise of the Warrant and the issuance of new shares. Finally, each of the General Counsel of the Company and the directors of the Company (each such person, a "**Special Proxy Holder**"), acting individually and with possibility of sub-delegation and the power of subrogation, shall have the power, upon an exercise of a Warrant, (a) to sign and deliver, on behalf of the Company, the relevant Euroclear and bank documentation, the share register and all necessary documents in connection with the issuance and delivery of the shares (acquired as a result of the exercise of the Warrants) to the beneficiary and (b) to do whatever may be necessary or useful (including but not limited to the preparation and execution of all documents and forms) for the admission of the shares issued upon an exercise of a Warrant to trading on the regulated markets of Euronext Brussels and Euronext Amsterdam (and such other regulated markets on which the Company's shares will be trading at that time).

4. Consideration and discussion of the special report of the board of directors in accordance with article 604 of the Belgian Companies Code of 7 May 1999 relating to the renewal of its authorization with respect to, and the increase of, the authorized capital, and the specific circumstances and purposes for the use of the renewed authorized capital.
5. Renewal of the authorization to the board of directors to increase the share capital within the framework of the authorized capital by up to 20% of the share capital.

This proposal is made in accordance with the terms of the Subscription Agreement, which included a commitment to make a proposal to the shareholders' meeting to authorize the board of directors to increase the share capital of the Company in one or several times with an amount up to 20% of the share capital at the time of the convening of the shareholders' meeting.

Proposed resolution: The shareholders' meeting of the Company resolves to renew the authorization to the board of directors to increase the share capital on one or more occasions, during a period of five (5) years as of the publication in the Annexes to the Belgian State Gazette of this authorization, with an aggregate amount equal to up to 20% of the current amount of the share capital of the Company, and this in accordance with the terms and conditions set forth in the report of the board of directors prepared in accordance with article 604 of the Belgian Companies Code of 7 May 1999, as mentioned in item 4 of the agenda of the shareholders' meeting. Consequently, the shareholders' meeting resolves to delete the

section “Authorized Capital” of the temporary provisions of the articles of association of the Company entirely and to replace it with the following text:

“Authorized capital

The board of directors has been granted the authority to increase the share capital of the Company, in accordance with articles 603 to 608 of the Belgian Companies Code of 7 May 1999 (as amended or superseded), 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 the authorization for specific circumstances granted by the extraordinary shareholders’ meeting of 25 April 2017 as included in the section “Use of authorized capital in specific circumstances” of the Company’s articles of association, the board of directors can increase the share capital of the Company in one or several times with an amount of up to €[●], i.e. 20% of the share capital at the time of the convening of the shareholders’ meeting granting this authorization. In accordance with article 607 of the Belgian Companies Code of 7 May 1999 (as amended or superseded), 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 warrant plan for the Company’s or its subsidiaries’ personnel, directors and/or independent consultants), convertible bonds and/or warrants exercisable by contributions in cash or in kind, with or without issuance premium, and also by the conversion of reserves, including issuance premiums. Aforementioned warrant plans can provide that, in exceptional circumstances (among others in the event of a change in control of the Company or decease), warrants can be exercised before the third anniversary of their award, even if the beneficiary of such warrants is a person referred to in article 520ter, 524bis or 525 of the Belgian Companies Code of 7 May 1999 (as amended or superseded).

When increasing the share 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.”

Registration and admission formalities

In order to be admitted to the Shareholders’ Meetings, the holders of securities issued by the Company must comply with article 536 of the Belgian Companies Code of 7 May 1999 and article 29 of the articles of association of the Company, and fulfill the formalities and make the notifications described below.

In accordance with article 537 of the Belgian Companies Code of 7 May 1999, the holders of warrants issued by the Company can only attend the Shareholders’ Meetings with a consultative vote.

1 Holders of registered shares and warrants

The holders of registered shares and warrants are entitled to participate in and, in the case of shares, to vote at the Shareholders' Meetings, provided that:

- their shares or warrants are recorded in their name in the register of registered shares or warrants at midnight (24:00) (CEST) on 8 October 2019 (the "**record date**"), irrespective of the number of shares or warrants that they own on the date of the Shareholders' Meetings; and
- they notify the Company in writing of (i) their intention to participate in the Shareholders' Meetings, and (ii) the number of securities for which they wish to participate in the Shareholders' Meetings, by means of a signed form that must be received by the Company at the Company's registered office **at the latest on 16 October 2019**; a model of this form is available at the Company's registered office and on the Company's website (www.glpj.com) under the tab "Investors > Shareholder Information".

The notification must be signed in writing or electronically. The electronic signature must be a qualified electronic signature in the sense of Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC, or an electronic signature that complies with the conditions set out in Article 1322 of the Belgian Civil Code.

This signed notification must be submitted to Galapagos by e-mail (shareholders@glpj.com) or by post (Galapagos NV, attn. Xavier Maes, Generaal De Wittelaan L11 A3, 2800 Mechelen, Belgium).

2 Holders of dematerialized shares

The holders of dematerialized shares are entitled to participate in and to vote at the Shareholders' Meetings, provided that:

- their shares are recorded in their name in the accounts of a recognized account holder or a settlement institution at midnight (24:00) (CEST) on 8 October 2019 (the "**record date**"), irrespective of the number of shares that they own on the date of the Shareholders' Meetings; and
- **at the latest on 16 October 2019**, they provide the Company (at the Company's registered office) with, or arrange for the Company (at the Company's registered office) to be provided with, a certificate issued by a recognized account holder or the settlement institution certifying the number of dematerialized shares recorded in the shareholder's accounts on the record date in respect of which the shareholder has indicated his intention to participate in the Shareholders' Meetings.

This certificate must be submitted to Galapagos by e-mail (shareholders@glpj.com) or by post (Galapagos NV, attn. Xavier Maes, Generaal De Wittelaan L11 A3, 2800 Mechelen, Belgium).

Only persons who are a shareholder or a warrant holder of the Company on the record date (8 October 2019) and who have indicated their intention to participate in the Shareholders' Meetings as set out above will be entitled to participate in the Shareholders' Meetings. The shares and warrants are not blocked as a result of the above-mentioned process. As a result, the shareholders are free to dispose of their shares after the record date.

Proxy

In accordance with article 30 of the articles of association of the Company, shareholders having complied with the registration and admission formalities set out above may be represented at the Shareholders' Meetings by a proxy holder, who does not need to be a shareholder. Except in cases provided for by law, a shareholder may only appoint one person as proxy holder for a particular Shareholders' Meeting.

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Shareholders who so wish to be represented by proxy should use the proxy form (with voting instructions) made available at the Company's registered office and on the Company's website (www.glpjg.com) under the tab "Investors > Shareholder Information".

The proxy must be signed in writing or electronically. The electronic signature must meet the same requirements as the electronic signature for the aforementioned attendance from by the holders of registered shares and warrants (see also "— 1 Holders of registered shares and warrants").

The signed proxy form must be submitted to Galapagos by e-mail (shareholders@glpjg.com) or by post (Galapagos NV, attn. Xavier Maes, Generaal De Wittelaan L11 A3, 2800 Mechelen, Belgium), and must reach Galapagos by **no later than 16 October 2019**.

Right to ask questions

In accordance with article 540 of the Belgian Companies Code of 7 May 1999 and article 34 of the articles of association of the Company, all shareholders are entitled, whether during the Shareholders' Meetings or in writing before the Shareholders' Meetings, to ask questions to the Directors with respect to their report(s) or the agenda items and to the Statutory Auditor with respect to its report (if applicable).

Questions asked in writing will only be answered if the relevant shareholder has fulfilled the registration and admission formalities set out above and if the written question has been received by the Company **at the latest on 16 October 2019**.

Such questions must be submitted to Galapagos by e-mail (shareholders@glpjg.com) or by post (Galapagos NV, attn. Xavier Maes, Generaal De Wittelaan L11 A3, 2800 Mechelen, Belgium).

Right to add agenda items

In accordance with article 533ter of the Belgian Companies Code of 7 May 1999 and article 28 of the articles of association of the Company, one or more shareholders, who together possess at least three per cent (3%) of the Company's share capital, may request for items to be added to the agenda of the Shareholders' Meetings and submit proposed resolutions in relation to existing agenda items or new items to be added to the agenda. Such requests, along with proof of ownership of the required participation, and, as the case may be, the text of the items to be dealt with and the related proposed resolutions, must be submitted in writing to Galapagos by e-mail (shareholders@glpjg.com) or by post (Galapagos NV, attn. Xavier Maes, Generaal De Wittelaan L11 A3, 2800 Mechelen, Belgium), and must reach Galapagos by **no later than 30 September 2019**. As the case may be, Galapagos shall publish the modified agenda at the latest on 7 October 2019. The request must also mention the mail or e-mail address to which the Company will send the confirmation of receipt of the request.

Availability of documents

The documentation relating to these Shareholders' Meetings or that must be made available pursuant to law, as well as the total number of shares and voting rights at the date of the convening notice, are available on the Company's website (www.glpjg.com) under the tab "Investors > Shareholder Information". Hard copies of these documents can be obtained at no cost by simple request via e-mail (shareholders@glpjg.com), post (Galapagos NV, attn. Xavier Maes, Generaal De Wittelaan L11 A3, 2800 Mechelen, Belgium), or phone (+32 15 342 900).

Please address any requests for more information to Galapagos' Legal Department (phone: +32 15 342 900). Correspondence can be sent to Galapagos NV, attn. Xavier Maes, Generaal De Wittelaan L11 A3, 2800 Mechelen, Belgium (e-mail: shareholders@glpjg.com).

Data protection

The Company is responsible for the processing of personal data it receives from, or collects about, holders of securities issued by the Company and proxy holders in the context of general shareholders' meetings. The processing of such data will be carried out for the purposes of the organization and conduct of the relevant general shareholders' meeting, including the convening notices, registrations, attendance and voting, as well as for maintaining lists or registers of security holders, and the analysis of the investor and security holder base of the Company. The data include, amongst others, identification data, the number and nature of securities of a holder of securities issued by the Company, proxies and voting instructions. This data may also be transferred to third

Free translation for information purposes

parties for the purposes of assistance or services to the Company in connection with the foregoing. The processing of such data will be carried out, *mutatis mutandis*, in accordance with the Company's Privacy & Cookie Statement, available on the Company's website (<https://www.glp.com/privacy-notice>). The Company draws the attention of the holders of securities issued by the Company and proxy holders to the description of the rights they may have as data subjects, such as, among others, the right to access, the right to rectify and the right to object to processing, which are outlined in the section 'Your rights' of the aforementioned Privacy & Cookie Statement. All this does not affect the rules that apply in connection with the registration and participation to the general shareholders' meeting. To exercise rights as a data subject and for all other information regarding the processing of personal data by or on behalf of the Company, the Company can be contacted by e-mail at dpo@glp.com.

Miscellaneous

In order to facilitate an expedient registration, the participants are requested to be present at least fifteen minutes prior to the start of the Shareholders' Meetings.

The natural persons who intend to attend the Shareholders' Meetings in their capacity of owners of securities, proxy holders or representatives of a legal entity must be able to provide evidence of their identity in order to be granted access to the Shareholders' Meetings. The representatives of legal entities must deliver evidence of their capacity as corporate representative or attorney-in-fact. These documents will be verified immediately before the start of the Shareholders' Meetings.

The Board of Directors

Bijzondere en buitengewone algemene vergaderingen van 22 oktober 2019
Special and extraordinary shareholders' meetings of 22 October 2019



Volmacht
(enkel te gebruiken door aandeelhouders)

Proxy
(to be used by shareholders only)

De ondergetekende:

The undersigned:

(Naam en adres / Name and address)

hierin optredend als lastgever,

herein acting as grantor of a proxy,

eigenaar van het volgende aantal aandelen in **Galapagos NV**
(naamloze vennootschap naar Belgisch recht met zetel te Generaal De
Wittelaan L11 A3, 2800 Mechelen, België, ingeschreven in het
Rechtspersonenregister (Antwerpen, afdeling Mechelen) onder
nummer 0466.460.429) (de "**Vennootschap**):

owner of the following number of shares in **Galapagos NV** (public
limited liability company organized under the laws of Belgium with
registered office at Generaal De Wittelaan L11 A3, 2800 Mechelen,
Belgium, registered with the Register of Legal Entities (Antwerp,
division Mechelen) under number 0466.460.429) (the "**Company**):

(Aantal aandelen / Number of shares)

stelt hiermee aan tot zijn/haar volmachtdrager:

herewith appoints as his/her proxy holder:

(Naam en adres van de gevolmachtigde / Name and address of the proxy holder)

*(Indien de naam van de volmachtdrager niet is ingevuld, zal de volmacht
geacht worden te zijn gegeven aan de General Counsel van de
Vennootschap)*

*(If the name of the proxy holder is not completed, the proxy will be
deemed to be given to the General Counsel of the Company)*

hierna de "**volmachtdrager**",

hereinafter the "**proxy holder**",

aan wie hij/zij volmacht geeft tot bijwoning van en om stemrechten uit te oefenen tijdens de bijzondere en buitengewone algemene vergaderingen van de Vennootschap die zullen plaatsvinden op dinsdag 22 oktober 2019 om 14 uur op de zetel van de Vennootschap, alsmede elke andere aandeelhoudersvergadering met dezelfde agenda die daarna zou worden bijeengeroepen als gevolg van uitstel of verdaging, met als bedoeling een van de hierna uiteengezette agenda's in overweging te nemen en om, voor dit doel, deel te nemen aan alle activiteiten, te stemmen of zich te onthouden, notulen en andere stukken te ondertekenen, woonplaats te kiezen, subdelegatie te geven, en meer in het algemeen te doen wat nuttig of noodzakelijk wordt geacht door de volmachtdrager.

to whom he/she gives power of attorney to attend and exercise voting rights at the special and extraordinary shareholders' meetings of the Company to be held on Tuesday 22 October 2019 at 2:00 p.m. CEST at the registered office of the Company, as well as at any other shareholders' meeting with the same agenda that may be convened subsequently as a result of delay or adjournment, for the purpose of considering one of the agendas set forth below, and for this purpose, to take part in all proceedings, to vote or abstain, to sign any minutes and other items, to elect domicile, to sub-delegate authority, and more generally to do anything the proxy holder deems useful or necessary.

Indien overeenkomstig artikel 533ter van het Wetboek van vennootschappen van 7 mei 1999 nieuw te behandelen onderwerpen op de betrokken agenda's zijn opgenomen nadat onderhavige volmacht ter kennis van de Vennootschap is gebracht, zal de volmachtdrager ook over deze nieuwe agendapunten kunnen stemmen voor zover de volmachtdrager daarbij geen ander belang dan het belang van ondergetekende aandeelhouder nastreeft.

If pursuant to article 533ter of the Belgian Companies Code of 7 May 1999 new items to be dealt with are included in the concerned agendas after the present proxy form has been submitted to the Company, the proxy holder shall be entitled to vote on such new agenda items insofar as the proxy holder, by doing so, does not pursue another interest than the interest of the undersigned shareholder.

Agenda

Bijzondere algemene vergadering

1. Benoeming van een bestuurder

Voorstel van besluit: De algemene vergadering besluit om Dhr. Daniel O'Day te benoemen als niet-onafhankelijke bestuurder van de Vennootschap voor een termijn die onmiddellijk aanvangt en die een einde neemt onmiddellijk na de jaarlijkse algemene vergadering van de Vennootschap te houden in 2023, op voorstel van de raad van bestuur en in overeenstemming met het advies van het benoemings- en remuneratiecomité van de Vennootschap. De algemene vergadering van de Vennootschap besluit dat het mandaat van Dhr. Daniel O'Day als bestuurder van de Vennootschap niet bezoldigd zal zijn.

Special general meeting

1. Appointment of a Director

Proposed resolution: Upon the proposal of the board of directors of the Company and in accordance with the recommendation of the Company's nomination and remuneration committee, the shareholders' meeting of the Company resolves to appoint Mr. Daniel O'Day as a non-independent director of the Company for a period starting immediately and ending immediately after the annual shareholders' meeting of 2023. The shareholders' meeting of the Company resolves that the mandate of Mr. Daniel O'Day as a director of the Company will not be remunerated.

Agendapunt 1 - Steminstructie:

Voor / In favor

Agenda item 1 - Voting instruction:

Tegen / Against

Onthouding / Abstention

2. Benoeming van een bestuurder

Voorstel van besluit: De algemene vergadering besluit om Mevr. Linda Higgins te benoemen als niet-onafhankelijke bestuurder van de Vennootschap voor een termijn die onmiddellijk aanvangt en die een einde neemt onmiddellijk na de jaarlijkse algemene vergadering van de Vennootschap te houden in 2023, op voorstel van de raad van bestuur en in overeenstemming met het advies van het benoemings- en remuneratiecomité van de Vennootschap. De algemene vergadering van de Vennootschap besluit dat het mandaat van Mevr. Linda Higgins als bestuurder van de Vennootschap niet bezoldigd zal zijn.

2. Appointment of a Director

Proposed resolution: Upon the proposal of the board of directors of the Company and in accordance with the recommendation of the Company's nomination and remuneration committee, the shareholders' meeting of the Company resolves to appoint Ms. Linda Higgins as a non-independent director of the Company for a period starting immediately and ending immediately after the annual shareholders' meeting of 2023. The shareholders' meeting of the Company resolves that the mandate of Ms. Linda Higgins as a director of the Company will not be remunerated.

Agendapunt 2 - Steminstructie:

Voor / In favor

Agenda item 2 - Voting instruction:

Tegen / Against

Onthouding / Abstention

3. Bezoldiging van de commissaris voor het boekjaar afgelopen op 31 december 2017

Voorstel van besluit: De algemene vergadering besluit om de jaarlijkse bezoldiging van de commissaris te verhogen van €350.000 tot €430.000 voor de werkzaamheden in verband met de statutaire jaarrekening, de geconsolideerde jaarrekening en de tussentijdse verslaggeving van de Vennootschap en haar dochtervennootschappen voor het boekjaar afgesloten op 31 december 2017. Dit is een stijging ten opzichte van de vergoeding die werd goedgekeurd door de algemene vergadering van 25 april 2017 als gevolg van het feit dat de omvang van de controleactiviteiten uitgevoerd door de commissaris, werd verruimd om bijkomende regelgevende vereisten te omvatten.

3. Remuneration of statutory auditor for the financial year ended on 31 December 2017

Proposed resolution: The shareholders' meeting resolves to increase the annual remuneration of the statutory auditor from €350,000 to €430,000 for its activities relating to the statutory annual accounts, the consolidated annual accounts and the interim reporting of the Company and its subsidiaries for the financial year ended 31 December 2017. This represents an increase compared to the remuneration approved by the shareholders' meeting of 25 April 2017 resulting from the fact that the scope of the audit activities performed by the statutory auditor was broadened to include additional regulatory requirements.

Agendapunt 3 - Steminstructie:

Voor / In favor

Agenda item 3 - Voting instruction:

Tegen / Against

Onthouding / Abstention

Buitengewone algemene vergadering

1. Kennisname en bespreking van het bijzonder verslag van de raad van bestuur van de Vennootschap opgesteld overeenkomstig de artikelen 583, 596 en 598 van het Wetboek van vennootschappen van 7 mei 1999 in verband met de voorgestelde uitgifte van twee warrants aan Gilead Therapeutics A1 Unlimited Company ("Gilead Therapeutics"), de "Initiële Warrant A" en de "Initiële Warrant B" genaamd, en het voorstel om, in het belang van de Vennootschap, het voorkeurrecht van de aandeelhouders van de Vennootschap op te heffen ten gunste van Gilead Therapeutics

2. Kennisname en bespreking van het bijzonder verslag van de commissaris van de Vennootschap opgesteld overeenkomstig de artikelen 596 en 598 van het Wetboek van vennootschappen van 7 mei 1999 in verband met de voorgestelde uitgifte van twee warrants aan Gilead Therapeutics, de Initiële Warrant A en de Initiële Warrant B genaamd, en het voorstel om, in het belang van de Vennootschap, het voorkeurrecht van de aandeelhouders van de Vennootschap op te heffen ten gunste van Gilead Therapeutics

3. Goedkeuring van de uitgifte van twee warrants aan Gilead Therapeutics

Dit voorstel wordt gedaan overeenkomstig de voorwaarden van de Inschrijvingsovereenkomst, die een verbintenis bevatte om een voorstel te doen aan de algemene vergadering om twee warrants uit te geven die Gilead Therapeutics in staat stellen om haar deelneming in de Vennootschap verder te vergroten.

Voorstel van besluit: De algemene vergadering van de Vennootschap besluit om de uitgifte goed te keuren van twee warrants aan Gilead Therapeutics, de Initiële Warrant A en de Initiële Warrant B genaamd (samen de "Warrants" en elk een "Warrant"), en het voorkeurrecht van de bestaande aandeelhouders van de Vennootschap op te heffen ten gunste van Gilead Therapeutics, overeenkomstig het bijzonder verslag van de raad van bestuur opgesteld overeenkomstig de artikelen 583, 596 en 598 van het Wetboek van vennootschappen van 7 mei 1999, waarnaar wordt verwezen in punt 1 van de agenda.

Met het oog hierop beslist de algemene vergadering van de Vennootschap om de bepalingen en voorwaarden (de "Voorwaarden") van de Warrants goed te keuren zoals uiteengezet in Bijlage 1 (met betrekking tot Initiële Warrant A) en Bijlage 2 (met betrekking tot Initiële Warrant B) van het bijzonder verslag van de raad van bestuur waarnaar wordt verwezen in punt 1 van de agenda, waarvan een kopie aan de notulen van dit besluit wordt gehecht. De belangrijkste Voorwaarden van de respectievelijke Warrants kunnen, voor informatiedoeleinden, als volgt worden samengevat:

- Emittent van de Warrants:** De Vennootschap.
- Duurtyd:** De Initiële Warrant A heeft een duurtijd beginnend vanaf de datum van dit besluit en eindigend om 23u59 op de datum die één (1) jaar na de datum van dit besluit valt. De Initiële Warrant B heeft een duurtijd beginnend vanaf de datum van dit besluit en eindigend om 23u59 op de datum die vijf (5) jaar na 23 augustus 2019 valt. De Warrants kunnen tijdens hun gehele duurtijd één of meerdere keren worden uitgeoefend, maar niet meer dan éénmaal per periode van drie (3) maanden. Zoals uiteengezet in de

Extraordinary general meeting

1. Consideration and discussion of the special report of the board of directors of the Company prepared in accordance with articles 583, 596 and 598 of the Belgian Companies Code of 7 May 1999 in connection with the proposed issuance of two warrants for the benefit of Gilead Therapeutics A1 Unlimited Company ("Gilead Therapeutics"), called the "Initial Warrant A" and the "Initial Warrant B", and the proposal to cancel, in the interest of the Company, the preferential subscription right of the Company's shareholders for the benefit of Gilead Therapeutics

2. Consideration and discussion of the special report of the statutory auditor of the Company prepared in accordance with articles 596 and 598 of the Belgian Companies Code of 7 May 1999 in connection with the proposed issuance of two warrants for the benefit of Gilead Therapeutics, called the Initial Warrant A and the Initial Warrant B, and the proposal to cancel, in the interest of the Company, the preferential subscription right of the Company's shareholders for the benefit of Gilead Therapeutics

3. Approval of the issuance of two warrants for the benefit of Gilead Therapeutics

This proposal is made in accordance with the terms of the Subscription Agreement, which included a commitment to make a proposal to the shareholders' meeting to issue two warrants allowing Gilead Therapeutics to further increase its ownership in the Company.

Proposed resolution: The shareholders' meeting of the Company resolves to approve the issuance of two warrants for the benefit of Gilead Therapeutics, called the Initial Warrant A and the Initial Warrant B (collectively, the "Warrants" and each a "Warrant"), and to cancel the preferential subscription right of the existing shareholders of the Company for the benefit of Gilead Therapeutics, in accordance with the special report of the board of directors prepared in accordance with article 583, 596 and 598 of the Belgian Companies Code of 7 May 1999, as referred to in item 1 of the agenda.

In view thereof, the shareholders' meeting of the Company resolves to approve the terms and conditions (the "Conditions") of the Warrants as set forth in Annex 1 (in relation to Initial Warrant A) and Annex 2 (in relation to Initial Warrant B) to the special report of the board of directors referred to in item 1 of the agenda, a copy of which shall remain attached to the minutes reflecting the present resolution. The main Conditions of the respective Warrants can, for informational purposes, be summarized as follows:

- Issuer of the Warrants:** The Company.
- Term:** The Initial Warrant A has a term starting as of the date of this resolution and ending on 11:59 p.m. on the date which falls one (1) year after the date of this resolution. The Initial Warrant B has a term starting as of the date of this resolution and ending on 11:59 p.m. on the date which falls five (5) year after 23 August 2019. The Warrants can be exercised at one or several occasions during their entire term, but not more than once per period of three (3) months. As set out in the Conditions, this limitation does not apply in case of material development regarding the Company or the

- Voorwaarden, is deze beperking niet van toepassing in geval van een materiële ontwikkeling met betrekking tot de Vennootschap of de verhandeling van de aandelen van de Vennootschap, of in geval van bepaalde (verzoeken tot) oproepingen tot algemene vergaderingen van de Vennootschap.
- c) Uitgifteprijs: De Warrants zullen worden uitgegeven zonder dat enige bijkomende vergoeding door Gilead Therapeutics of enige met haar verbonden persoon verschuldigd is.
- d) Uitoefenprijs: De Uitoefenprijs (zoals gedefinieerd in de Voorwaarden) van de Initiële Warrant A zal, per aandeel waarop zal worden ingeschreven bij een uitoefening van de Initiële Warrant A, met betrekking tot dergelijke aandelen, gelijk zijn aan EUR 140,59. De Uitoefenprijs van de Initiële Warrant B zal, per aandeel waarop zal worden ingeschreven bij een uitoefening van de Initiële Warrant B, met betrekking tot dergelijke aandelen, gelijk zijn aan het hoogste van (i) 120% vermenigvuldigd met het rekenkundig gemiddelde van de dagelijks volume-gewogen gemiddelde koers van de aandelen van de Vennootschap verhandeld op Euronext Brussels en Euronext Amsterdam (of dergelijke andere gereguleerde markten waarop de aandelen van de Vennootschap verhandeld zullen worden op dat tijdstip) op elk van de beursdagen gedurende de periode van 30 kalenderdagen eindigend op de kalenderdag die onmiddellijk voorafgaat aan de datum van het Bericht van Uitoefening (zoals gedefinieerd in de Voorwaarden) met betrekking tot die uitoefening, en (ii) EUR 140,59. De hierboven vermelde Uitoefeningsprijzen van EUR 140,59 (per aandeel) stemmen overeen met de uitgifteprijs van de 6.828.985 nieuwe aandelen die werden uitgegeven aan Gilead Therapeutics op 23 augustus 2019 en vertegenwoordigen een premie van 20% ten opzichte van het gemiddelde van de volume-gewogen gemiddelde koers van de aandelen van de Vennootschap op de gereguleerde markt van Euronext (Brussels en Amsterdam) gedurende de dertig kalenderdagen voorafgaand aan de ondertekeningdatum van de Inschrijvingsovereenkomst en voldoen aan artikel 598 van het Wetboek van vennootschappen van 7 mei 1999.
- e) Aantal aandelen uit te geven bij een uitoefening van de Warrants: Overeenkomstig de Voorwaarden geven de Warrants het recht aan de houder daarvan om in te schrijven, gedurende de gehele duurtijd van de respectievelijke Warrant, bij elke Uitoefening van een Warrant, op een maximum aantal aandelen dat voldoende is om het aantal aandelen in eigendom van Gilead Therapeutics, Gilead Sciences en enige met hen verbonden persoon (en, enkel met betrekking tot de Initiële Warrant B, elke andere partij die in onderling overleg handelt met Gilead Therapeutics, Gilead Sciences of enige met hen verbonden persoon) te brengen tot 25,1% voor de Initiële Warrant A (de "**Initiële Warrantlimiet A**") en 29,9% voor de Initiële Warrant B (de "**Initiële Warrantlimiet B**") van de daadwerkelijk uitgegeven en uitstaande aandelen onmiddellijk na de uitgifte van de aandelen die moeten worden uitgegeven bij de relevante uitoefening van de relevante Warrant (naar beneden afgerond tot het dichtstbijzijnde gehele aandeel). Voor alle duidelijkheid, de totale deelneming die voortvloeit uit de volledige uitoefening van de Initiële Warrant A en de Initiële Warrant B zal in totaal niet meer bedragen dan 29,9%.
- f) Aard van de Warrants: De Warrants geven het recht (maar niet de verplichting) om in te schrijven, bij enige trading of the Company's shares, or in case of certain (requests for) convocations of shareholders' meetings of the Company.
- c) Issue Price: The Warrants will be issued without any additional consideration being due by Gilead Therapeutics or any of its affiliates.
- d) Exercise Price: The Exercise Price (as defined in the Conditions) of the Initial Warrant A shall, per share that shall be subscribed for upon an exercise of the Initial Warrant A, in relation to such shares, be equal to EUR 140.59. The Exercise Price of the Initial Warrant B shall, per share that shall be subscribed for upon an exercise of the Initial Warrant B in relation to such shares, be equal to the greater of (i) 120% multiplied by the arithmetic mean of the daily volume weighted average trading price of the Company's shares as traded on Euronext Brussels and Euronext Amsterdam (or such other regulated markets on which the Company's shares will be trading at that time) on each of the trading days during the period of 30 calendar days ending on the calendar day immediately preceding the date of the Exercise Notice (as defined in the Conditions) with respect to such exercise, and (ii) EUR 140.59. The abovementioned Exercise Prices of EUR 140.59 (on a per share basis) are the same as the issue price of the 6,828,985 new shares that were issued to Gilead Therapeutics on 23 August 2019 and represent a 20% premium as compared to the average of the volume weighted average prices of the Company's shares on the regulated market of Euronext (Brussels and Amsterdam) during the thirty calendar days preceding the date of signing the Subscription Agreement and comply with article 598 of the Belgian Companies Code of 7 May 1999.
- e) Number of shares issuable upon an exercise of the Warrants: Subject to the Conditions, the Warrants entitle the holder thereof to subscribe, during the entire term of the respective Warrant, upon each exercise of a Warrant, for a maximum number of shares that is sufficient to bring the number of shares owned by Gilead Therapeutics, Gilead Sciences and any of their affiliates (and, with respect to Initial Warrant B only, any other party acting in concert with Gilead Therapeutics, Gilead Sciences or any of their affiliates) to 25.1% for Initial Warrant A (the "**Initial Warrant Limit A**") and 29.9% for Initial Warrant B (the "**Initial Warrant Limit B**") of the actually issued and outstanding shares immediately after the issue of the shares that are to be issued upon the relevant exercise of the relevant Warrant (rounded down to the nearest whole share). For clarity, the overall shareholding resulting from the full exercise of Initial Warrant A and Initial Warrant B shall in aggregate not exceed 29.9%.
- f) Nature of the Warrants: The Warrants will confer the right (but not the obligation) to subscribe, upon any exercise of a Warrant, for a number of new shares to be issued by the Company, as aforementioned. Except as otherwise provided for under Belgian law, the holder of a Warrant will be no shareholder of the Company solely by virtue of holding such Warrant, and therefore does not have the rights of a shareholder in relation to the shares to be issued or delivered to the holder of such Warrant upon an exercise of such Warrant until the exercise of such Warrant and the issue or delivery of the relevant shares.
- g) Form of the Warrants: The Warrants will be in registered form.

uitoefening van een Warrant, op een aantal nieuwe aandelen uit te geven door de Vennootschap, zoals hiervoor vermeld. Behalve indien anders bepaald door Belgisch recht, kwalificeert de houder van de Warrant door het loutere houden van de Warrant niet als aandeelhouder van de Vennootschap, en beschikt hij bijgevolg niet over de rechten van een aandeelhouder met betrekking tot de aandelen uit te geven of te leveren aan de houder van een dergelijke Warrant bij een uitoefening van een dergelijke Warrant tot aan de uitoefening van een dergelijke Warrant en de uitgifte of levering van de relevante aandelen.

- g) Vorm van de Warrants: De Warrants zullen op naam zijn.
- h) Geen notering van de Warrants: Op geen enkel moment zullen de Warrants worden genoteerd op een effectenbeurs, gereglementeerde markt of soortgelijke effectenmarkt.
- i) Toekenning en inschrijving: De Warrants zullen worden toegekend aan Gilead Therapeutics, en er kan enkel door Gilead Therapeutics op worden ingeschreven.
- j) Onderliggende aandelen: De nieuwe door de Vennootschap bij elke uitoefening van de toepasselijke Warrants uit te geven aandelen zullen dezelfde rechten en voordelen hebben als, en in alle opzichten, inclusief voor wat betreft gerechtigdheid op dividenden en andere uitkeringen, pari passu rangschikken met de bestaande en uitstaande aandelen van de Vennootschap op het ogenblik van hun uitgifte en zullen gerechtigd zijn op dividenden en andere uitkeringen waarvoor de relevante registratiedatum of vervaldatum valt op of na de datum van hun uitgifte.

De algemene vergadering besluit, onder voorbehoud van, en in de mate van elke uitoefening van Warrants, om het maatschappelijk kapitaal van de Vennootschap te verhogen en bij een dergelijke uitoefening het toepasselijke aantal nieuwe aandelen uit te geven zoals voorzien in de toepasselijke Voorwaarden van de Warrants.

De algemene vergadering besluit dat enige uitgiftepremie die geboekt zal worden in verband met de uitoefening van de Warrants en de uitgifte van nieuwe aandelen, zoals toepasselijk, zal worden geboekt op de passiefzijde van de balans van de Vennootschap als eigen vermogen. De rekening waarop de uitgiftepremie zal worden geboekt zal, net als het maatschappelijk kapitaal, een waarborg vormen voor derden en kan, behoudens bij incorporatie ervan in kapitaal, enkel worden verminderd op grond van een geldige beslissing van de algemene vergadering die wordt genomen op de wijze vereist voor een wijziging van de statuten van de Vennootschap.

De algemene vergadering van de Vennootschap besluit de raad van bestuur te machtigen om de besluiten van de algemene vergadering van de Vennootschap in verband met de Warrants te implementeren en uit te voeren, en om alle stappen te ondernemen en alle formaliteiten te vervullen die krachtens de Voorwaarden van de Warrants, de statuten van de Vennootschap en de toepasselijke wetgeving vereist zijn om aandelen uit te geven of over te dragen bij een uitoefening van Warrants. Bovendien zullen de bestuurders van de Vennootschap, individueel handelend, de bevoegdheid hebben om bij elke uitoefening van een Warrant over te gaan tot de vaststelling van (i) de kapitaalverhoging en de uitgifte van nieuwe aandelen die het gevolg zijn van deze uitoefening, (ii) de toewijzing van de uitgifteprijs aan het maatschappelijk kapitaal en (in voorkomend geval) de uitgiftepremie overeenkomstig de toepasselijke Voorwaarden van de Warrants, en (iii) de wijziging van de statuten van de Vennootschap om het nieuwe maatschappelijk kapitaal en het

- h) No listing of the Warrants: The Warrants shall not be listed at any time on a securities exchange, regulated market or similar securities market.
- i) Allocation and subscription: The Warrants will be allocated to Gilead Therapeutics, and can only be subscribed for by Gilead Therapeutics.
- j) Underlying shares: The new shares to be issued by the Company upon each exercise of the relevant Warrants shall have the same rights and benefits as, and rank pari passu in all respects including as to entitlement to dividends and other distributions, with the existing and outstanding shares of the Company at the moment of their issue and will be entitled to dividends and other distributions in respect of which the relevant record date or due date falls on or after the date of their issue.

The shareholders' meeting resolves, subject to, and to the extent of, each exercise of Warrants, to increase the Company's share capital and to issue the relevant number of new shares issuable upon such exercise as provided for in the relevant Conditions of the Warrants.

The shareholders' meeting resolves that any issue premium that will be booked in connection with the exercise of the Warrants and the issuance of new shares, as applicable, shall be accounted for on the liabilities side of the Company's balance sheet as net equity. The account on which the issue premium shall be booked shall, like the share capital, serve as the guarantee for third parties and, save for the possibility of a capitalization of those reserves, can only be reduced on the basis of a valid resolution of the general shareholders' meeting passed in the manner required for an amendment to the Company's articles of association.

The shareholders' meeting of the Company resolves to authorize the board of directors to implement and execute the resolutions passed by the shareholders' meeting of the Company in connection with the Warrants, and to take all steps and carry out all formalities that shall be required by virtue of the Conditions of the Warrants, the Company's articles of association and applicable law in order to issue or transfer shares upon an exercise of Warrants. Furthermore, the directors of the Company, acting individually, shall have the power, upon each exercise of a Warrant, to proceed with the recording of (i) the capital increase and issue of new shares resulting from such exercise, (ii) the allocation of the issue price to the share capital and (as applicable) the issue premium in accordance with the relevant Conditions of the Warrants, and (iii) the amendment of the Company's articles of association in order to reflect the new share capital and number of outstanding shares following the exercise of the Warrant and the issuance of new shares. Finally, each of the General Counsel of the Company and the directors of the Company (each such person, a "**Special Proxy Holder**"), acting individually and with possibility of sub-delegation and the power of subrogation, shall have the power, upon an exercise of a Warrant, (a) to sign and deliver, on behalf of the Company, the relevant Euroclear and bank documentation, the share register and all necessary documents in connection with the issuance and delivery of the shares (acquired as a result of the exercise of the Warrants) to the beneficiary and (b) to do whatever may be necessary or useful (including but not limited to the preparation and execution of all documents and forms) for the admission of the shares issued upon an exercise of a Warrant to trading on the regulated markets of Euronext Brussels and Euronext Amsterdam (and such other regulated markets on which the Company's shares will be trading at that time).

aantal uitstaande aandelen na de uitoefening van de Warrant en de uitgifte van nieuwe aandelen weer te geven. Ten slotte, hebben de General Counsel van de Vennootschap en elk van de bestuurders van de Vennootschap (elk van hen, een “**Bijzondere Gevolmachtigde**”), individueel handelend en met de mogelijkheid tot sub-delegatie en de bevoegdheid van subrogatie, de bevoegdheid om, bij een uitoefening van een Warrant, (a) in naam van de Vennootschap, de toepasselijke Euroclear- en bankdocumentatie, het aandelenregister en alle noodzakelijke documenten in verband met de uitgifte en levering van de aandelen (verworven als gevolg van de uitoefening van de Warrants) aan de begunstigde te ondertekenen en af te leveren, en (b) alles te doen wat nodig of nuttig kan zijn (met inbegrip van maar niet beperkt tot de voorbereiding en uitvoering van alle documenten en formulieren) voor de toelating van de aandelen uitgegeven naar aanleiding van een uitoefening van een Warrant tot de verhandeling op de gereguleerde markten van Euronext Brussels en Euronext Amsterdam (en dergelijke andere gereguleerde markten waarop de aandelen van de Vennootschap op dat moment worden verhandeld).

Agendapunt 3 - Steminstructie:

Voor / In favor

Agenda item 3 - Voting instruction:

Tegen / Against

Onthouding / Abstention

4. Kennisname en bespreking van het bijzonder verslag van de raad van bestuur opgesteld overeenkomstig artikel 604 van het Wetboek van vennootschappen van 7 mei 1999 in verband met de hernieuwing van zijn machtiging met betrekking tot, en de verhoging van, het toegestaan kapitaal, en de specifieke omstandigheden en doeleinden voor het gebruik van het hernieuwd toegestaan kapitaal.

5. Hernieuwing van de machtiging van de raad van bestuur om het maatschappelijk kapitaal binnen het kader van het toegestaan kapitaal te verhogen met een bedrag tot 20% van het maatschappelijk kapitaal.

Dit voorstel wordt gedaan overeenkomstig de voorwaarden van de Inschrijvingsovereenkomst, die een verbintenis bevatte om een voorstel te doen aan de algemene vergadering om de raad van bestuur te machtigen om het maatschappelijk kapitaal van de Vennootschap in één of meerdere malen te verhogen met een bedrag tot 20% van het maatschappelijk kapitaal op het ogenblik van de oproeping tot de algemene vergadering.

Voorstel van besluit: De algemene vergadering van de Vennootschap besluit de machtiging aan de raad van bestuur te hernieuwen om het maatschappelijk kapitaal in één of meerdere malen te verhogen, gedurende een periode van vijf (5) jaar vanaf de bekendmaking van deze machtiging in de Bijlagen bij het Belgisch Staatsblad, met een totaalbedrag tot 20% van het huidige bedrag van het maatschappelijk kapitaal van de Vennootschap, en dit in overeenstemming met de voorwaarden van het verslag van de raad van bestuur opgesteld overeenkomstig artikel 604 van het Wetboek van vennootschappen van 7 mei 1999, zoals vermeld in punt 4 van de agenda van de algemene vergadering. Bijgevolg besluit de algemene vergadering om de rubriek “Toegestaan kapitaal” van de tijdelijke bepalingen van de statuten van de Vennootschap volledig te schrappen en te vervangen door de volgende tekst:

4. Consideration and discussion of the special report of the board of directors in accordance with article 604 of the Belgian Companies Code of 7 May 1999 relating to the renewal of its authorization with respect to, and the increase of, the authorized capital, and the specific circumstances and purposes for the use of the renewed authorized capital.

5. Renewal of the authorization to the board of directors to increase the share capital within the framework of the authorized capital by up to 20% of the share capital.

This proposal is made in accordance with the terms of the Subscription Agreement, which included a commitment to make a proposal to the shareholders' meeting to authorize the board of directors to increase the share capital of the Company in one or several times with an amount up to 20% of the share capital at the time of the convening of the shareholders' meeting.

Proposed resolution: The shareholders' meeting of the Company resolves to renew the authorization to the board of directors to increase the share capital on one or more occasions, during a period of five (5) years as of the publication in the Annexes to the Belgian State Gazette of this authorization, with an aggregate amount equal to up to 20% of the current amount of the share capital of the Company, and this in accordance with the terms and conditions set forth in the report of the board of directors prepared in accordance with article 604 of the Belgian Companies Code of 7 May 1999, as mentioned in item 4 of the agenda of the shareholders' meeting. Consequently, the shareholders' meeting resolves to delete the section “Authorized Capital” of the temporary provisions of the articles of association of the Company entirely and to replace it with the following text:

“Toegestaan kapitaal

Aan de raad van bestuur werd de machtiging verleend om in overeenstemming met artikelen 603 tot 608 van het Wetboek van vennootschappen van 7 mei 1999 (zoals gewijzigd of vervangen), in één of meerdere malen, het maatschappelijk kapitaal van de Vennootschap te verhogen in de hierna bepaalde mate. Deze machtiging geldt voor een periode van vijf jaar te rekenen vanaf de datum van bekendmaking van deze machtiging in de Bijlagen tot het Belgisch Staatsblad.

Onverminderd strengere wettelijke bepalingen, en onverminderd de machtiging voor specifieke situaties verleend door de buitengewone algemene aandeelhoudersvergadering van 25 april 2017 zoals opgenomen in de sectie “Gebruik van het toegestaan kapitaal in specifieke situaties” van de statuten van de Vennootschap, kan de raad van bestuur het maatschappelijk kapitaal van de Vennootschap in één of meerdere malen verhogen met een bedrag van maximaal EUR [●], zijnde twintig procent (20%) van het maatschappelijk kapitaal op het ogenblik van de oproeping tot de aandeelhoudersvergadering die deze machtiging heeft verleend. Overeenkomstig artikel 607 van het Wetboek van vennootschappen van 7 mei 1999 (zoals gewijzigd of vervangen), kan de raad van bestuur deze machtiging niet gebruiken nadat de Autoriteit voor Financiële Diensten en Markten (FSMA) de Vennootschap kennis heeft gegeven van een openbaar overnamebod op de aandelen van de Vennootschap.

De kapitaalverhogingen in het kader van het toegestaan kapitaal kunnen worden gerealiseerd door de uitgifte van aandelen (met of zonder stemrecht en desgevallend in het kader van warrantplannen voor werknemers, bestuurders en zelfstandige consultants van de Vennootschap en haar dochtervennootschappen), van converteerbare obligaties en/of warrants uitoefenbaar door inbreng in speciën of in natura, met of zonder uitgiftepremie, en ook door de omzetting van reserves, met inbegrip van uitgiftepremies. Bovenvermelde warrantplannen mogen voorzien dat, in uitzonderlijke gevallen (onder meer in geval van wijziging in de controle van de Vennootschap of overlijden), warrants kunnen worden uitgeoefend vóór de derde verjaardag van de toekenning ervan, zelfs indien de begunstigten van deze warrants personen zijn waarnaar wordt verwezen in artikel 520ter, 524bis of 525 van het Wetboek van vennootschappen van 7 mei 1999 (zoals gewijzigd of vervangen).

De raad van bestuur kan bij de verhoging van het maatschappelijk kapitaal binnen de grenzen van het toegestaan kapitaal, in het belang van de Vennootschap, de voorkeurrechten van de aandeelhouders beperken of opheffen, zelfs indien deze beperking of opheffing gedaan wordt ten gunste van een of meerdere bepaalde personen andere dan de werknemers van de Vennootschap of haar dochtervennootschappen.

De raad van bestuur kan een uitgiftepremie vragen bij de uitgifte van nieuwe aandelen in het kader van het toegestaan kapitaal. Indien de raad van bestuur hiertoe beslist, dient deze uitgiftepremie op een onbeschikbare reserverekening te worden geboekt die slechts kan worden verminderd of overgeboekt door een besluit van de aandeelhoudersvergadering genomen op de wijze die vereist is voor de wijziging van statuten.

De raad van bestuur is gemachtigd om de statuten van de Vennootschap in overeenstemming te brengen met de kapitaalverhogingen waartoe binnen het kader van het toegestaan kapitaal werd beslist, of om een notaris hiertoe opdracht te geven.”

“Authorized capital

The board of directors has been granted the authority to increase the share capital of the Company, in accordance with articles 603 to 608 of the Belgian Companies Code of 7 May 1999 (as amended or superseded), 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 the authorization for specific circumstances granted by the extraordinary shareholders' meeting of 25 April 2017 as included in the section “Use of authorized capital in specific circumstances” of the Company's articles of association, the board of directors can increase the share capital of the Company in one or several times with an amount of up to €[●], i.e. 20% of the share capital at the time of the convening of the shareholders' meeting granting this authorization. In accordance with article 607 of the Belgian Companies Code of 7 May 1999 (as amended or superseded), 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 warrant plan for the Company's or its subsidiaries' personnel, directors and/or independent consultants), convertible bonds and/or warrants exercisable by contributions in cash or in kind, with or without issuance premium, and also by the conversion of reserves, including issuance premiums. Aforementioned warrant plans can provide that, in exceptional circumstances (among others in the event of a change in control of the Company or decease), warrants can be exercised before the third anniversary of their award, even if the beneficiary of such warrants is a person referred to in article 520ter, 524bis or 525 of the Belgian Companies Code of 7 May 1999 (as amended or superseded).

When increasing the share 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.”

Agendapunt 5 - Steminstructie:

Voor / In favor

Agenda item 5 - Voting instruction:

Tegen / Against

Onthouding / Abstention

Ondergetekende is er uitdrukkelijk mee akkoord dat:

(i) bij afwezigheid van steminstructies voor enig agendapunt of in het geval dat er, om welke reden dan ook, enige onduidelijkheid zou ontstaan betreffende de steminstructies, de volmachtdrager altijd "voor" het voorstel tot besluit zal stemmen voor deze punten waarvoor geen of een onduidelijke steminstructie is gegeven en dat dit een specifieke steminstructie geacht zal zijn in de zin van artikel 547bis §4 2° van het Wetboek van vennootschappen van 7 mei 1999;

(ii) in geval de naam van de volmachtdrager niet is ingevuld, de volmacht geacht zal worden gegeven te zijn aan de General Counsel van de Vennootschap, die een werknemer is van de Vennootschap maar geen lid van haar raad van bestuur of haar directiecomité;

(iii) alle handelingen gesteld door de volmachtdrager zijn goedgekeurd en bekrachtigd.

Onderhavige volmacht geldt tevens als aanmelding in de zin van artikel 536 van het Wetboek van vennootschappen van 7 mei 1999.

Onderhavig formulier is geen verzoek tot verlening van volmacht overeenkomstig de bepalingen van artikel 548 of 549 van het Wetboek van vennootschappen van 7 mei 1999.

Onderhavige volmacht dient schriftelijk of elektronisch te worden ondertekend. Indien gebruik wordt gemaakt van een elektronische handtekening, dient het een gekwalificeerde elektronische handtekening te zijn in de zin van Verordening (EU) Nr. 910/2014 van het Europees Parlement en de Raad van 23 juli 2014 betreffende elektronische identificatie en vertrouwensdiensten voor elektronische transacties in de interne markt en tot intrekking van Richtlijn 1999/93/EG, of een elektronische handtekening in overeenstemming met de voorwaarden uiteengezet in artikel 1322 van het Burgerlijk Wetboek.

The undersigned expressly agrees that:

(i) in the absence of voting instructions for any agenda item or in the event that, for any reason whatsoever, any uncertainty would arise with regards to the voting instructions, the proxy holder will always vote "in favor" of the proposal for such items for which no or an unclear voting instruction is given and that this will be deemed to be a specific voting instruction in the sense of article 547bis §4 2° of the Belgian Companies Code of 7 May 1999;

(ii) in the event the name of the proxy holder is not completed, the proxy will be deemed to be given to the General Counsel of the Company, who is an employee of the Company but not a member of its board of directors or of its executive committee;

(iii) all acts carried out by the proxyholder are approved and ratified.

The present proxy shall also serve as notification within the meaning of article 536 of the Belgian Companies Code of 7 May 1999.

The present form does not constitute a proxy solicitation in the sense of Article 548 or 549 of the Belgian Companies Code of 7 May 1999.

The present proxy must be signed in writing or electronically. In the event an electronic signature is used, it must be a qualified electronic signature in the sense of Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC, or an electronic signature that complies with the conditions set out in Article 1322 of the Belgian Civil Code.

Goed voor volmacht:

Good for proxy:

(Datum / Date)

(Naam / Name)

(Handtekening / Signature)

Het ondertekende volmachtformulier dient **uiterlijk op woensdag 16 oktober 2019** toe te komen op de zetel van de Vennootschap. Het dient te worden bezorgd per e-mail (shareholders@glpg.com) of met de post (Galapagos NV, t.a.v. Xavier Maes, Generaal De Wittelaan L11 A3, 2800 Mechelen, België).

Aandeelhouders die zich wensen te laten vertegenwoordigen moeten tevens aan de toelatingsvoorwaarden voldoen zoals beschreven in de oproeping tot de bijzondere en buitengewone algemene vergaderingen.

The signed proxy form must be received **at the latest on Wednesday 16 October 2019** at the registered office of the Company. It should be submitted by e-mail (shareholders@glpg.com) or by post (Galapagos NV, attn. Xavier Maes, Generaal De Wittelaan L11 A3, 2800 Mechelen, Belgium).

Shareholders who wish to be represented by proxy must also comply with the admission conditions as described in the convening notice to the special and extraordinary shareholders' meetings.

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| <p style="text-align: center;">Time Sensitive Materials</p> |
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**Depository's Notice of
Special Shareholders' Meeting and Extraordinary
Shareholders' Meeting of
Galapagos NV**

ADSs: American Depositary Shares (“ADSs”).

ADS CUSIP No.: 36315X101.

Company: Galapagos NV, a company organized and existing under the laws of the Kingdom of Belgium (the “Company”).

ADS Record Date: September 17, 2019 (close of business in New York). Date used to determine ADS Holders who are to receive these materials and who are eligible to give voting instructions to the Depository upon the terms described herein.

Share Record Date: October 8, 2019 (Midnight CET). Date on which ADS Holders are required under Belgian law to hold their interests in the shares of the Company in order to be eligible to vote at the Meetings.

Meeting Specifics: Special Shareholders' Meeting to be held at 2:00 P.M. (CET) on Tuesday, October 22, 2019 and Extraordinary Shareholders' Meeting to be held immediately after, at the registered office of the Company located at Generaal De Wittelaan L11 A3, 2800 Mechelen, Belgium (the “Meetings”).

Meeting Agendas: Documents related to the Special Shareholders' Meeting and Extraordinary Shareholders' Meeting Agenda items will be available on the Company's website at <http://www.glp.com/shareholders-meetings>.

ADS Voting Instructions Deadline: On or before 10:00 A.M. (New York City time) on October 11, 2019.

Deposited Securities: Ordinary shares of the Company.

ADS Ratio: One (1) Share to one (1) ADS.

Depository: Citibank, N.A.

Custodian of Deposited Securities: Citibank Europe plc.

Deposit Agreement: Amended and Restated Deposit Agreement, dated as of May 4, 2015, by and among the Company, the Depository and all Holders and Beneficial Owners of ADSs issued thereunder.

To be counted, your Voting Instructions need to be received by the Depository prior to **10:00 A.M.** (New York City time) on
October 11, 2019.

Only those holders of record of the ADS on September 17, 2019 and October 8, 2019 are entitled to vote in the Special Shareholders' Meeting and Extraordinary Shareholders' Meeting

The Company has announced that the Meetings will be held at the date, time and location identified above. **Documents related to the Special Shareholders' Meeting and Extraordinary Shareholders' Meeting Agenda items will be available on the Company's website at <http://www.glpj.com/shareholders-meetings>.**

Holders of ADSs wishing to give voting instructions to the Depository must sign, complete and return the enclosed Voting Instructions prior to the ADS Voting Instructions Deadline in the enclosed pre-addressed envelope.

Subject to Belgian law, the Articles of Association of the Company, the provisions of or governing the Deposited Securities, the terms of the Deposit Agreement, Registered Holders (as defined below) and DTC Holders (as defined below), in each case as of the close of business on the ADS Record Date, will be entitled to instruct the Depository as to the exercise of voting rights pertaining to the Deposited Securities represented by their ADSs. However, as mentioned above, the voting instructions of any such holder will be disregarded if the Depository is unable to confirm such holder's continued ownership of the ADSs as of the Share Record Date.

DTC Holders

In order to vote their ADSs, owners of ADSs ("**DTC Holders**") holding their ADSs in a brokerage or custodian account through The Depository Trust Company ("**DTC**") as of the ADS Record Date must continue to own their ADSs as of the Share Record Date and must instruct their broker or custodian to give voting instructions to the Depository and to confirm ownership of the ADSs to the Depository. On the Share Record Date, the Depository will verify the continued ownership of the ADSs by the instructing DTC Holders with the applicable brokers or custodians (through which the instructing DTC Holders provided voting instructions to the Depository). Failure to confirm continued ownership of ADSs as of the Share Record Date will invalidate the voting instructions previously delivered.

Registered Holders

In order to vote their ADSs, Holders of ADSs registered in their name on the books of the Depository ("**Registered Holders**") must timely deliver a Voting Instruction Form to the Depository and continue to be the Registered Holders of their ADSs as of the Share Record Date. If a Registered Holder transfers or cancels ADSs at any time before the Share Record Date, any voting instructions delivered to the Depository will be invalidated. On the Share Record Date, the Depository will verify the continued registration on its books of the ADSs in the name of the instructing Registered Holders (who also held the ADSs as of the ADS Record Date) and will recognize as valid only the voting instructions that were timely received from Registered Holders as of the ADS Record Date who continue to be the Registered Holders as of the Share Record Date.

Voting instructions may be given only in respect of a number of ADSs representing an integral number of Deposited Securities. Upon the timely receipt from a Holder of ADSs, as of the ADS Record Date and as of the Share Record Date, of voting instructions in the manner specified by the Depository, the Depository shall endeavor, insofar as practicable and permitted under applicable law, the provisions of the Deposit Agreement, Articles of Association of the Company and the provisions of the Deposited Securities, to vote, or cause the Custodian to vote, the Deposited Securities (in person or by proxy) represented by such Holder's ADSs in accordance with such voting instructions. The Depository agrees not to vote, cause to be voted or attempt to exercise the right to vote that attaches to any Deposited Securities, other than in accordance with valid voting instructions given or deemed given in compliance with the Deposit Agreement.

Deposited Securities represented by ADSs for which no timely voting instructions are received by the Depository from the Holder shall not be voted (except as otherwise described herein). Neither the Depository nor the Custodian shall under any circumstances exercise any discretion as to voting and neither the Depository nor the Custodian shall vote, attempt to exercise the right to vote, or in any way make use of, for purposes of establishing a quorum or otherwise, the Deposited Securities represented by ADSs, except pursuant to and in accordance with the voting instructions timely received from Holders or as otherwise contemplated herein. If the Depository timely receives voting instructions from a Holder which fail to specify the manner in which the Depository is to vote the Deposited Securities represented by such Holder's ADSs, the Depository will deem such Holder to have instructed the Depository to vote in favor of the items set forth in such voting instructions.

The right of any Holder of ADSs to give instructions to the Depository as to the exercise of voting rights or the right of any Holder of ADSs to vote withdrawn ordinary shares in person or by proxy may be limited if such ADS holder fails to (i) comply with the information requests, (ii) comply with ownership restrictions, (iii) meet reporting obligations, (iv) obtain regulatory approvals (if any), or (v) disclose their interest held in the Company, in each case as described in the Deposit Agreement.

Holders of ADSs who have delivered voting instructions agree that such voting instructions may, at the request of the Company, be disclosed by the Company, for purposes of compliance with Belgian law, in connection with the Meetings, whether prior, during or after such Meetings.

The information contained herein with respect to the Meetings has been provided by the Company. Citibank, N.A. is forwarding this information to you solely as Depository and in accordance with the terms of the Deposit Agreement and disclaims any responsibility with respect to the accuracy of such information. Citibank, N.A. does not, and should not be deemed to, express any opinion with respect to the proposals to be considered at the Meetings. The rights and obligations of Holders and Beneficial Owners of ADSs, the Company and the Depository are set forth in their entirety in the Deposit Agreement and summarized in the ADRs. If you wish to receive a copy of the Deposit Agreement, please contact the Depository at the number set forth below.

If you have any questions about the way in which Voting Instructions may be delivered to the Depository, please contact Citibank, N.A. - ADR Shareholder Services at 1-877-CITI-ADR (1-877-248-4237).

Citibank, N.A., as Depository

Special Shareholders' Meeting and Extraordinary Shareholders' Meeting

The Voting Instructions must be signed, completed and received at the indicated address prior to 10:00 A.M. (New York City time) on October 11, 2019 for action to be taken.

2019 VOTING INSTRUCTIONS**AMERICAN DEPOSITARY SHARES****Galapagos NV (the "Company")**

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|------------------------------|---|
| ADS CUSIP No.: | 36315X101. |
| ADS Record Date: | September 17, 2019 (close of business in New York). |
| Share Record Date: | October 8, 2019 (Midnight CET). |
| Meeting Specifics: | Special Shareholders' Meeting to be held at 2:00 P.M. (CET) on Tuesday, October 22, 2019 and Extraordinary Shareholders' Meeting to be held immediately after, at the registered office of the Company located at Generaal De Wittelaan L11 A3, 2800 Mechelen, Belgium (the " <u>Meetings</u> "). |
| Meeting Agenda: | Documents related to the Special Shareholders' Meeting and Extraordinary Shareholders' Meeting Agenda items will be available on the Company's website at http://www.glp.com/shareholders-meetings . |
| Depository: | Citibank, N.A. |
| Deposit Agreement: | Amended and Restated Deposit Agreement, dated as of May 4, 2015, by and among the Company, the Depository and all Holders and Beneficial Owners of American Depositary Shares (" <u>ADSs</u> ") issued thereunder. |
| Deposited Securities: | Ordinary shares of the Company. |
| Custodian: | Citibank Europe plc. |

The undersigned Holder of the ADSs identified above, as of the ADS Record Date, hereby authorizes and directs the Depository to cause to be voted at the Meetings (and any adjournment or postponement thereof) the Deposited Securities represented by the ADSs in the manner indicated on the reverse side hereof. The undersigned recognizes that any sale, transfer or cancellation of ADSs before the Share Record Date will invalidate these voting instructions if the Depository is unable to verify the continued ownership of ADSs as of the Share Record Date.

Voting instructions may be given only in respect of a number of ADSs representing an integral number of Deposited Securities. Upon the timely receipt from a Holder of ADSs, as of the ADS Record Date and as of the Share Record Date, of voting instructions in the manner specified by the Depository, the Depository shall endeavor, insofar as practicable and permitted under applicable law, the provisions of the Deposit Agreement, Articles of Association of the Company and the provisions of the Deposited Securities, to vote, or cause the Custodian to vote, the Deposited Securities (in person or by proxy) represented by such Holder's ADSs in accordance with such voting instructions. The Depository agrees not to vote, cause to be voted or attempt to exercise the right to vote that attaches to any Deposited Securities, other than in accordance with valid voting instructions given or deemed given in compliance with the Deposit Agreement.

Deposited Securities represented by ADSs for which no timely voting instructions are received by the Depository from the Holder shall not be voted (except as otherwise described herein). Neither the Depository nor the Custodian shall under any circumstances exercise any discretion as to voting and neither the Depository nor the Custodian shall vote, attempt to exercise the right to vote, or in any way make use of, for purposes of establishing a quorum or otherwise, the Deposited Securities represented by ADSs, except pursuant to and in accordance with the voting instructions timely received from Holders or as otherwise contemplated herein. If the Depository timely receives voting instructions from a Holder which fail to specify the manner in which the Depository is to vote the Deposited Securities represented by such Holder's ADSs, the Depository will deem such Holder to have instructed the Depository to vote in favor of the items set forth in such voting instructions.

The right of any holders of ADSs to give instructions to the Depository as to the exercise of voting rights may be limited if such holder fails to comply with the requirements under Belgian law (which are summarized in Sections 3.4, 3.5, 3.6 and 3.7 of the Deposit Agreement).

In order to exercise voting rights, an owner who is not the registered holder of ADSs on the books of the Depository will be required, subject to applicable provisions of the laws of Belgium, the Articles of Association of the Company and the Deposit Agreement, to have such ownership of ADSs, verified by the Depository as of the Share Record Date.

Please indicate on the reverse side hereof how the Deposited Securities are to be voted.

The Voting Instructions must be marked, signed and returned on time in order to be counted.

By signing on the reverse side hereof, the undersigned represents to the Depository and the Company that the undersigned is duly authorized to give the Voting Instructions contained therein.

Special Shareholders’s Meeting Agenda and Proposed Resolutions

- 1. Appointment of a Director.
Appointment of Mr. Daniel O’Day as a director of the Company.
- 2. Appointment of a Director.
Appointment of Ms. Linda Higgins as a director of the Company.
- 3. Remuneration of statutory auditor for the financial year ended on 31 December 2017.

Extraordinary Shareholders’ Meeting Agenda and Proposed Resolution

- 1. Consideration and discussion of the special report of the board of directors of the Company prepared in accordance with articles 583, 596 and 598 of the Belgian Companies Code of 7 May 1999 in connection with the proposed issuance of two warrants for the benefit of Gilead Therapeutics A1 Unlimited Company (“**Gilead Therapeutics**”), called the “**Initial Warrant A**” and the “**Initial Warrant B**”, and the proposal to cancel, in the interest of the Company, the preferential subscription right of the Company’s shareholders for the benefit of Gilead Therapeutics. (*)
- 2. Consideration and discussion of the special report of the statutory auditor of the Company prepared in accordance with articles 596 and 598 of the Belgian Companies Code of 7 May 1999 in connection with the proposed issuance of two warrants for the benefit of Gilead Therapeutics, called the Initial Warrant A and the Initial Warrant B, and the proposal to cancel, in the interest of the Company, the preferential subscription right of the Company’s shareholders for the benefit of Gilead Therapeutics. (*)
- 3. Approval of the issuance of two warrants for the benefit of Gilead Therapeutics.
- 4. Consideration and discussion of the special report of the board of directors in accordance with article 604 of the Belgian Companies Code of 7 May 1999 relating to the renewal of its authorization with respect to, and the increase of, the authorized capital, and the specific circumstances and purposes for the use of the renewed authorized capital. (*)
- 5. Renewal of the authorization to the board of directors to increase the share capital within the framework of the authorized capital by up to 20% of the share capital.

(*) These items will not be voted upon.

Please refer to the enclosed Convening Notice to read the full resolutions.

A Resolutions

Special Shareholders’ Meeting Resolutions

| | For | Against | Abstain |
|--------------|--------------------------|--------------------------|--------------------------|
| Resolution 1 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Resolution 2 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Resolution 3 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Extraordinary Shareholders’s Meeting Resolution

| | For | Against | Abstain |
|--------------|--------------------------|--------------------------|--------------------------|
| Resolution 3 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Resolution 5 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

B Authorized Signatures - Sign Here - This section must be completed for your instructions to be executed.

If these Voting Instructions are signed and timely returned to the Depository but no specific direction as to voting is marked above as to an issue, the undersigned shall be deemed to have directed the Depository to vote in favor of such issue.

If these Voting Instructions are signed and timely returned to the Depository but multiple specific directions as to voting are marked above as to an issue, the undersigned shall be deemed to have directed the Depository to give an “ABSTAIN” Voting Instruction for such issue.

Please be sure to sign and date this Voting Instructions Card.

Please sign your name to the Voting Instructions exactly as printed. When signing in a fiduciary or representative capacity, give full title as such. Where more than one owner, each MUST sign. Voting Instructions executed by a corporation should be in full name by a duly authorized officer with full title as such.

Signature 1 - Please keep signature within the line

Signature 2 - Please keep signature within the line

Date (mm/dd/yyyy)

_____ / _____ / _____

Bijzondere en buitengewone algemene vergaderingen van 22 oktober 2019
Special and extraordinary shareholders' meetings of 22 October 2019



Kennisgeving van deelname

(enkel te gebruiken door houders van aandelen op naam en houders van warrants op naam)

Notification of participation

(to be used by holders of registered shares and holders of registered warrants only)

De ondergetekende:

The undersigned:

(Naam en adres / Name and address)

heeft kennis genomen van de bijzondere en buitengewone algemene vergaderingen van **Galapagos NV** (naamloze vennootschap naar Belgisch recht met zetel te Generaal De Wittelaan L11 A3, 2800 Mechelen, België, ingeschreven in het Rechtspersonenregister (Antwerpen, afdeling Mechelen) onder nummer 0466.460.429) (de "Vennootschap"),

die zullen plaatsvinden op dinsdag 22 oktober 2019 om 14 uur op de zetel van de Vennootschap,

en brengt de Vennootschap hierbij op de hoogte van zijn/haar voornemen om aan deze algemene vergaderingen deel te nemen,

met de volgende effecten:

has taken notice of the special and extraordinary shareholders' meetings of **Galapagos NV** (public limited liability company organized under the laws of Belgium with registered office at Generaal De Wittelaan L11 A3, 2800 Mechelen, Belgium, registered with the Register of Legal Entities (Antwerp, division Mechelen) under number 0466.460.429) (the "Company"),

to be held on Tuesday 22 October 2019 at 2:00 p.m. (CEST) at the registered office of the Company,

and hereby notifies the Company of his/her/its intention to participate in these shareholders' meetings,

with the following securities:

(Aantal)

aandelen op naam; en/of

(Number)

registered shares, and/or

(Aantal)

warrants van de Vennootschap.

(Number)

warrants of the Company.

Onderhavige kennisgeving dient schriftelijk of elektronisch te worden ondertekend. Indien gebruik wordt gemaakt van een elektronische handtekening, dient het een gekwalificeerde elektronische handtekening te zijn in de zin van Verordening (EU) Nr. 910/2014 van het Europees Parlement en de Raad van 23 juli 2014 betreffende elektronische identificatie en vertrouwensdiensten voor elektronische transacties in de interne markt en tot intrekking van Richtlijn 1999/93/EG, of een elektronische handtekening in overeenstemming met de voorwaarden uiteengezet in artikel 1322 van het Burgerlijk Wetboek.

The present notification must be signed in writing or electronically. In the event an electronic signature is used, it must be a qualified electronic signature in the sense of Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC, or an electronic signature that complies with the conditions set out in Article 1322 of the Belgian Civil Code.

(Datum / Date)

(Naam / Name)

(Handtekening / Signature)

De ondertekende kennisgeving dient **uiterlijk op woensdag 16 oktober 2019** toe te komen op de zetel van de Vennootschap. Deze dient te worden bezorgd per e-mail (shareholders@glpg.com) of met de post (Galapagos NV, t.a.v. Xavier Maes, Generaal De Wittelaan L11 A3, 2800 Mechelen, België).

The signed notification must be received **at the latest on Wednesday 16 October 2019** at the registered office of the Company. It should be submitted by e-mail (shareholders@glpg.com) or by post (Galapagos NV, attn. Xavier Maes, Generaal De Wittelaan L11 A3, 2800 Mechelen, Belgium).

Aandeelhouders die wensen deel te nemen of zich te laten vertegenwoordigen moeten tevens voldoen aan de toelatingsvoorwaarden zoals beschreven in de oproeping tot de bijzondere en buitengewone algemene vergaderingen.

Shareholders who wish to attend or to be represented by proxy must also comply with the admission conditions as described in the convening notice to the special and extraordinary shareholders' meetings.

Bijzondere algemene vergadering van 22 oktober 2019
Special shareholders' meeting of 22 October 2019

Dr. Linda Higgins

Linda Slanec Higgins, Ph.D., vervoegde Gilead Sciences in 2010 en is momenteel Sr. Vice President Research, External Innovation. In haar eerste negen jaar bij Gilead stond ze aan het roer van de afdeling Biologie en breidde ze het therapeutisch gebied en de mogelijkheden van de afdeling aanzienlijk uit. Voordien was ze Voorzitter & CEO van InteKrin Therapeutics en Hoofd van Onderzoek bij Scios, Inc., deel van de Johnson & Johnson groep, waar ze de ontdekking van geneesmiddelen, preklinische ontwikkeling en translationele geneeskunde aanstuurde.

Dr. Higgins is gepassioneerd door biofarmaceutische ontdekking en ontwikkeling en zet zich sinds 1991 in voor uitmuntendheid in toegepast wetenschappelijk onderzoek. Ze heeft projecten en afdelingen geleid in verschillende therapeutische gebieden, waaronder aandoeningen aan het centrale zenuwstelsel, fibrose, ontstekingsziektes, cardiovasculaire ziektes, virologie en oncologie. Dr. Higgins bouwde veel van deze uit als nieuwe werkgebieden bij Scios en Gilead.

Dr. Higgins heeft de Amerikaanse nationaliteit en behaalde een A.B. in Gedragsfysiologie aan Kenyon College, een doctoraat in Neurowetenschappen aan de Universiteit van Californië, San Diego School of Medicine, en voltooide een postdoctorale opleiding in Moleculaire Genetica aan het Howard Hughes Medical Institute aan de Universiteit van Californië, Berkeley. Ze heeft meer dan 50 peer-reviewed wetenschappelijke artikelen en gastbijdragen geschreven en is uitvinder van meer dan een dozijn patenten.

Linda Slanec Higgins, Ph.D., joined Gilead Sciences, Inc. in 2010 and is currently Sr. Vice President Research, External Innovation. In her first nine years at Gilead she led Biology, significantly expanding the therapeutic area scope and capabilities of the department. She previously served as the President & CEO of InteKrin Therapeutics and as Head of Research at Scios, Inc., a Johnson & Johnson company, where she provided leadership for drug discovery, preclinical development, and translational medicine.

Dr. Higgins is passionate about biopharmaceutical discovery and development, and has been dedicated to excellence in applied scientific research since 1991. She has led projects and departments in multiple therapeutic areas including CNS, fibrosis, inflammation, cardiovascular, virology, and oncology. Dr. Higgins built many of these as new areas at Scios and Gilead.

Dr. Higgins is a US citizen and earned an A.B. in Behavioral Physiology from Kenyon College, a Ph.D. in Neurosciences from the University of California, San Diego School of Medicine, and completed postdoctoral training in Molecular Genetics at the Howard Hughes Medical Institute at the University of California, Berkeley. She has authored over 50 original peer reviewed scientific papers and invited reviews and is an inventor on over a dozen patents.

Mr. Daniel O'Day

Daniel O'Day vervoegde Gilead in 2019 als hoofd van het biofarmaceutisch bedrijf, dat meer dan 11.000 medewerkers over de hele wereld telt.

Voorafgaand aan Gilead was de heer O'Day Chief Executive Officer van Roche Pharmaceuticals. Zijn carrière bij Roche omvatte meer dan drie decennia, waarin hij een aantal leidinggevende functies bekleedde in de farmaceutische en diagnostische afdelingen van het bedrijf in Noord-Amerika, Europa en Azië. Tijdens zijn tijd bij Roche, gaf de heer O'Day blijk van zijn visie en leiderschap, en hielp hij om de acquisities te realiseren van Flatiron Health en Foundation Medicine in 2018. Hij maakte deel uit van het Uitvoerend Comité van het bedrijf, alsook van een aantal openbare en private raden van bestuur, waaronder Genentech. De heer O'Day is momenteel de Voorzitter en Chief Executive Officer van Gilead Sciences, Inc. en lid van de raad van bestuur van Pharmaceutical Research and Manufacturers of America (PhRMA).

De heer O'Day heeft de Amerikaanse nationaliteit en behaalde een bachelordiploma in de biologie aan Georgetown University en een MBA aan Columbia University in New York.

Daniel O'Day joined Gilead in 2019 to lead the biopharmaceutical company, which has more than 11,000 employees around the world.

Prior to Gilead, Mr. O'Day served as the chief executive officer of Roche Pharmaceuticals. His career at Roche spanned more than three decades, during which he held a number of executive positions in the company's pharmaceutical and diagnostics divisions in North America, Europe and Asia. During his time at Roche, Mr. O'Day demonstrated vision and leadership, helping to engineer the acquisitions of Flatiron Health and Foundation Medicine in 2018. He served as a member of the company's Corporate Executive Committee, as well as on a number of public and private boards, including Genentech. Mr. O'Day is currently the Chairman and Chief Executive Officer of Gilead Sciences, Inc. and a member of the board of directors of Pharmaceutical Research and Manufacturers of America (PhRMA).

Mr. O'Day is a US citizen and holds a bachelor's degree in biology from Georgetown University and an MBA from Columbia University in New York.

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GALAPAGOS
 Limited Liability Company
 Generaal De Wittelaan L11 A3, 2800 Mechelen, Belgium
 Company number: 0466.460.429
 RLE Antwerp (division Mechelen)

**Special report of the board of directors in accordance with
 Article 604 of the Belgian Companies Code**

Dear shareholders,

In accordance with the provisions of article 604 of the Belgian Companies Code of 7 May 1999, the board of directors of Galapagos NV (the “**Company**” or “**Galapagos**”) has the honor to report, in this special report, on the proposal that shall be made to the extraordinary shareholders’ meeting to be convened on 22 October 2019 (or on 29 November 2019 should the required quorum not be achieved at the first meeting) (the “**EGM**”) to renew the authorization to the board of directors to increase the share capital of Galapagos with an amount up to 20% in the framework of the authorized capital.

1 Background

The extraordinary shareholders’ meeting of 29 March 2005 has authorized the board of directors to increase the share capital of the Company. This authorization was granted for a period of 5 years. It has been renewed (and increased) by the extraordinary shareholders’ meetings of 6 January 2006, 24 April 2007, 2 June 2009, 23 May 2011, 26 April 2016, and, most recently, on 25 April 2017.

Through the renewed authorization of 25 April 2017 the Company’s board of directors has been authorized to increase the share capital in one or more times with an amount of EUR 82,561,764.93. This authorization is split in two tranches:

- For capital increases up to 20% of the share capital at the time of the convening of the shareholders’ meeting of 25 April 2017 (*i.e.* EUR 50,037,433.29), the authorized capital can be used by the board of directors by a simple majority resolution (the “**Normal Authorization**”); and
- For capital increases of more than 20% and up to 33% of the share capital at the time of the convening of the shareholders’ meeting of 25 April 2017 (*i.e.* EUR 82,561,764.93), the authorized capital can, however, only be used in a number of specific circumstances and upon a resolution of the board of directors that all independent directors (within the meaning of article 526ter of the Belgian Companies Code of 7 May 1999) approve (the “**Specific Authorization**”).¹

Both the Normal Authorization and the Specific Authorization are valid for a period of five years as from 31 May 2017, and are still valid on the date of this special report.

On the date of this special report, the authorized capital has been used at four occasions:

- On 19 April 2018, the board of directors made use of its authorization under the authorized capital, with cancellation of the preferential subscription rights of the existing shareholders, for the issuance of Warrant Plan 2018 and Warrant Plan 2018 RMV, which (after acceptance by the beneficiaries) relate to an aggregate maximum of 1,235,245 new shares to be issued. The new shares to be issued under Warrant Plan 2018 and Warrant Plan 2018 RMV will only be booked as capital for the amount of the fractional value (being the fractional value of the existing shares on the date of the issuance of the warrants). The difference between the fractional value and

¹ The section “*Use of authorized capital in specific circumstances*” of the Company’s articles of association provides that the amount of the Special Authorization is to be reduced by the amount of any capital increase realized in the framework of the Normal Authorization.

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the issue price will be booked as issue premium. Through the issuance of Warrant Plan 2018 and Warrant Plan 2018 RMV, the board of directors made use of the authorized capital for an amount of EUR 6,682,675.45;

- On 17 September 2018, the board of directors made use of its authorization under the authorized capital, in connection with the public offering in the U.S. of 2,961,373 new shares in the form of American Depositary Shares, with cancellation of the preferential subscription rights of the existing shareholders, resulting in an increase of the share capital by EUR 16,021,027.93 (plus an aggregate issue premium of EUR 280,167,119.82);
- On 10 April 2019, the board of directors made use of its authorization under the authorized capital, with cancellation of the preferential subscription rights of the existing shareholders, for the issuance of Warrant Plan 2019 and Warrant Plan 2019 RMV, which (after acceptance by the beneficiaries) relate to an aggregate maximum of 1,699,690 new shares to be issued. The new shares to be issued under Warrant Plan 2019 and Warrant Plan 2019 RMV will only be booked as capital for the amount of the fractional value (being the fractional value of the existing shares on the date of the issuance of the warrants). The difference between the fractional value and the issue price will be booked as issue premium. Through the issuance of Warrant Plan 2019 and Warrant Plan 2019 RMV, the board of directors made use of the authorized capital for an amount of EUR 9,195,322.90;
- On 23 August 2019, the board of directors made use of its authorization under the authorized capital (in particular via the Specific Authorization), in connection with the issuance of 6,828,985 new shares to Gilead Therapeutics A1 Unlimited Company (“**Gilead Therapeutics**”), a subsidiary of Gilead Sciences, Inc. (“**Gilead Sciences**”), with cancellation of the preferential subscription rights of the existing shareholders, resulting in an increase of the share capital by EUR 36,944,808.85 (plus an aggregate issue premium of EUR 923,142,192.30).

On the date of this special report an aggregate amount of EUR 68,843,835.13 of the authorized capital has been used, as a result of which EUR 13,717,929.80 of the authorized capital, and in particular of the Specific Authorization, remains available. As the Normal Authorization amounts to a maximum of EUR 50,037,433.29, the Normal Authorization has been depleted on the date of this special report.

2 Proposal to renew the authorized capital

2.1 Summary of proposal

On 14 July 2019 the Company announced that it entered into a 10-year global research and development collaboration with Gilead Sciences.

Within the framework of this collaboration, the Company and Gilead Biopharmaceutics Ireland UC (“**Gilead Biopharmaceutics**”, and together with Gilead Sciences and Gilead Therapeutics, “**Gilead**”), a subsidiary of Gilead Sciences, agreed to amend certain terms of the existing license and collaboration agreement dated 16 December 2015 pertaining to filgotinib.

Also within the framework of the collaboration, Gilead Therapeutics entered into a subscription agreement on 14 July 2019 pursuant to which Gilead Therapeutics agreed to invest in the share capital of the Company in consideration of new shares (the “**Subscription Agreement**”). This investment was effected on 23 August 2019. The Subscription Agreement also included, amongst other things, a commitment to make a proposal to the EGM to renew the authorization of the board of directors to increase the share capital of the Company in one or several times with an amount up to 20% of the share capital at the time of the convening of the EGM.

In view hereof, the board of directors proposes to renew the Normal Authorization.

The renewed authorization is to be valid for a 5-year term from the date of publication of the renewed authorization in the Annexes to the Belgian State Gazette and can only be used if no public takeover bid is ongoing (*i.e.* non-defensive use only).

This proposal is without prejudice to the Specific Authorization, which shall remain in place in accordance with its terms.

For the sake of completeness, it should be noted that the Subscription Agreement provides for certain consequences in case the EGM were not to approve the proposed renewal of the Normal Authorization. Notably, in such situation the Company will have to submit the proposed renewal of the Normal Authorization as soon as possible to a subsequent general shareholders' meeting of the Company and, if such subsequent meeting were not to approve the proposed renewal of the Normal Authorization, the Company will be obliged to re-submit the proposed renewal of the Normal Authorization to another extraordinary general shareholders' meeting at the occasion of the annual general shareholders' meeting of the Company (and this until the proposed renewal of the Normal Authorization has been approved).

As from 1 January 2020, the renewed authorization (including its modalities) will remain in force under, and will be governed by, the new Belgian Code of Companies and Associations of 23 March 2019 (that will replace the Belgian Companies Code of 7 May 1999 as from that date).

2.2 Renewal of authorized capital up to 20% of share capital

The board of directors of the Company proposes to the extraordinary shareholders' meeting to be authorized for a period of five years to increase the share capital in one or several times with an amount of up to 20% of the current share capital, provided that the Company has not been notified of a public takeover bid for its shares at the time of such increase. In particular, the board of directors proposes to amend the relevant section in the temporary provisions of the articles of association of the Company as follows:

“Authorized capital

The board of directors has been granted the authority to increase the share capital of the Company, in accordance with articles 603 to 608 of the Belgian Companies Code of 7 May 1999 (as amended or superseded), 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 the authorization for specific circumstances granted by the extraordinary shareholders' meeting of 25 April 2017 as included in the section “Use of authorized capital in specific circumstances” of the Company's articles of association, the board of directors can increase the share capital of the Company in one or several times with an amount of up to €[●], i.e. 20% of the share capital at the time of the convening of the shareholders' meeting granting this authorization. In accordance with article 607 of the Belgian Companies Code of 7 May 1999 (as amended or superseded), 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 warrant plan for the Company's or its subsidiaries' personnel, directors and/or independent consultants), convertible bonds and/or warrants exercisable by contributions in cash or in kind, with or without issuance premium, and also by the conversion of reserves, including issuance premiums. Aforementioned warrant plans can provide that, in exceptional circumstances (among others in the event of a change in control of the Company or decease), warrants can be exercised before the third anniversary of their award, even if the beneficiary of such warrants is a person referred to in article 520ter, 524bis or 525 of the Belgian Companies Code of 7 May 1999 (as amended or superseded).

When increasing the share 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.

English translation for information purposes only

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."

3 Specific circumstances and purposes for use of authorized capital

The Company's board of directors is of the opinion that the renewal of the authorized capital is necessary to meet the needs of the Company as a listed company that has made a public appeal on savings.

Especially with the Company's shares being publicly listed on Euronext Brussels and Euronext Amsterdam and the Company's American Depositary Shares being publicly listed on NASDAQ, the procedure of convening an extraordinary shareholders' meeting for a capital increase is complex, expensive, and time consuming. This procedure can thus be incompatible with the fluctuations on the capital markets or with certain business opportunities that the Company would otherwise be able to take advantage of. The proposed authorizations would allow the board of directors to increase the Company's share capital in those circumstances in which it would be undesirable, impossible or inopportune to convene an extraordinary shareholders' meeting.

Such situation could occur when the board of directors determines that the cash position of the Company needs to be strengthened within a relatively short timeframe to finance and support its research and development programs or to enable the Company to react to new research and development opportunities in a quick and flexible way. In addition, the Company may wish to finance certain transactions, such as acquisitions, corporate partnerships or in-licensing deals, wholly or partially with the issue of new shares or to permit one or more specific new shareholders to participate in its share capital. The convening of a shareholders' meeting could in such circumstances, for example, lead to a premature announcement of the relevant transaction. With such (and other) transactions the board of directors shall aim for the continuous growth of the Company, where appropriate and/or possible by means of equity financing, and to strengthen the capital base of the Company by attracting strategic shareholders where possible.

Furthermore, the renewal of the authorized capital would enable the Company's board of directors, as far as needed in accordance with the aforementioned Subscription Agreement, to issue shares in the framework of the strategic collaboration with Gilead. In this regard, reference is made to the special report of the board of directors prepared in accordance with articles 583, 596 and 598 of the Belgian Companies Code of 7 May 1999 which will also be submitted to the EGM. This strategic collaboration, of which the commitment to propose the renewal of the authorized capital to the EGM forms an integral part, will benefit the Company in various ways. For more information on the collaboration with Gilead and its benefits for the Company, reference is made to the special board report of 23 August 2019, drawn up in accordance with articles 596 and 598 of the Belgian Companies Code of 7 May 1999, available on the Company's website (<https://www.glp.com/special-reports>).

The board of directors can also use the authorized capital to issue warrants in connection with the Company's remuneration policy for its and its subsidiaries' employees, directors and independent consultants.

Finally, the board of directors notes that the proposed authorization cannot be used after the Belgian Financial Services and Markets Authority (FSMA) has notified the Company of a public takeover bid for the shares of the Company.

English translation for information purposes only

Made and approved on 19 September 2019.

For the board of directors of the Company,

[signed]

Name: Onno van de Stolpe
Title: Director

[signed]

Name: Peter Guenter
Title: Director

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GALAPAGOS
 Limited Liability Company
 Generaal De Wittelaan L11 A3, 2800 Mechelen, Belgium
 Company number: 0466.460.429
 RLE Antwerp, division Mechelen

(the “Company”)

Special report of the board of directors in accordance with Article 583, 596 and 598 of the Belgian Companies Code

Cancellation of the preferential subscription rights of the existing shareholders in favor of Gilead Therapeutics A1 Unlimited Company in the framework of the proposed issuance of warrants

1 Introduction

On 14 July 2019, the Company announced that it entered into a 10-year global research and development collaboration with Gilead Sciences, Inc. (“**Gilead Sciences**”).

Within the framework of this collaboration, the Company and Gilead Biopharmaceutics Ireland UC (“**Gilead Biopharmaceutics**”), a subsidiary of Gilead Sciences, agreed to amend certain terms of the existing license and collaboration agreement dated 16 December 2015 pertaining to filgotinib.

Also within the framework of the collaboration, Gilead Therapeutics A1 Unlimited Company (“**Gilead Therapeutics**”, and together with Gilead Sciences and Gilead Biopharmaceutics, “**Gilead**”), a subsidiary of Gilead Sciences, entered into a Subscription Agreement (as further defined below) on 14 July 2019 pursuant to which Gilead Therapeutics agreed to invest in the share capital of the Company in consideration of new shares. This investment was effected on 23 August 2019. The Subscription Agreement also provided, amongst other things, for the issuance to Gilead Therapeutics of the Initial Warrant A (as defined below) and the Initial Warrant B (as defined below) (individually a “**Warrant**” and collectively, the “**Warrants**”).

The proposed issuance of the Warrants to Gilead Therapeutics will be submitted to an extraordinary shareholders’ meeting to be convened by the Company on 22 October 2019 (or on 29 November 2019 should the required quorum not be achieved at the first meeting) (the “**EGM**”).

This special report has been established on 19 September 2019 by the board of directors of the Company pursuant to articles 583, 596 and 598 of the Belgian Companies Code of 7 May 1999 and has been drawn up in connection with the proposed issuance of the Warrants for the benefit of Gilead Therapeutics. It provides an explanation and justification for the proposed issuance of the Warrants, as well as the cancellation of the preferential subscription rights of the existing shareholders for the benefit of Gilead Therapeutics. It must be read together with the report prepared by the statutory auditor of the Company in accordance with article 596 and 598 of the Belgian Companies Code of 7 May 1999, which will also be submitted to the EGM.

2 Summary of the Agreements with Gilead of 14 July 2019

2.1 Option, License and Collaboration Agreement with Gilead Sciences

On 14 July 2019, the Company and Gilead Sciences entered into a 10-year global research and development collaboration agreement (the “**Option, License and Collaboration Agreement**”). Under such agreement, (i) the Company received a USD 3.95 billion upfront payment from Gilead Sciences, and (ii) Gilead Sciences (a) gained access and license rights to the Company’s R&D portfolio, including its drug

discovery platform; and (b) received an exclusive product license and option rights to develop and commercialize all of the Company's current and future programs in all countries outside Europe. Notably, Gilead Sciences: (i) gained rights to GLPG1690, the Company's Phase 3 candidate for idiopathic pulmonary fibrosis, in all countries outside Europe; (ii) received option rights for GLPG1972, a Phase 2b candidate for osteoarthritis, in the United States; and (iii) received option rights on all of the Company's other current and future clinical programs outside of Europe.

In particular, the Company will fund and lead all discovery and development autonomously until the end of Phase 2. After the completion of a qualifying Phase 2 study, Gilead Sciences will have the option to acquire an expanded license to the compound. If the option is exercised, the Company and Gilead Sciences will co-develop the compound and share costs equally. Gilead Sciences will maintain option rights to the Company's programs through the 10-year term of the collaboration and for up to an additional three years thereafter for those programs that have entered clinical development prior to the end of the collaboration term of the Option, License and Collaboration Agreement.

If GLPG1690 is approved in the United States, Gilead Sciences will pay the Company an additional USD 325 million milestone fee.

For GLPG1972, Gilead Sciences has the option to in-license the compound in the United States after the completion of the ongoing Phase 2b study in osteoarthritis; the exercise of this option would trigger the payment by Gilead Sciences to the Company of a license fee of USD 250 million. Furthermore, if certain secondary efficacy endpoints for GLPG1972 are met, Gilead Sciences would pay the Company up to an additional USD 200 million. Following exercise of the option for GLPG1972, the Company would be eligible to receive up to USD 550 million in regulatory and commercial milestones.

For all other programs resulting from the collaboration, Gilead Sciences will make a USD 150 million opt-in payment per program if it exercises its option, and will owe no subsequent milestones.

The Company will receive tiered royalties ranging from 20% to 24% on net sales of all of the Company's products licensed by Gilead Sciences as part of the Option, License and Collaboration Agreement.

The Option, License and Collaboration Agreement received clearance from the U.S. Federal Trade Commission under the Hart-Scott-Rodino Antitrust Improvements Acts of 1976 and merger control approval from the Austrian Federal Competition Authority, and the transaction was subsequently closed on 23 August 2019.

2.2 Filgotinib Amendment Agreement with Gilead Biopharmaceutics

The Company and Gilead Biopharmaceutics agreed on 14 July 2019 to amend certain terms of the license and collaboration agreement dated 16 December 2015 pertaining to filgotinib (the "**Filgotinib Amendment Agreement**").

Under the Filgotinib Amendment Agreement, the Company has greater involvement in filgotinib's global strategy, and will participate more broadly in the commercialization of the product in Europe, providing the opportunity to build a commercial presence on an accelerated timeline. The Company and Gilead Biopharmaceutics will co-commercialize filgotinib in France, Germany, Italy, Spain and the United Kingdom and retain the 50/50 profit share in these countries that was part of the original filgotinib license agreement dated 16 December 2015, and under the Filgotinib Amendment Agreement, the Company will have an expanded commercial role. The Company retains exclusive rights in Belgium, the Netherlands and Luxembourg, where the 50/50 profit share also applies. The Company and Gilead Biopharmaceutics will share future global development costs for filgotinib equally, in lieu of the 80/20 cost split provided by the original license and collaboration agreement. Other terms of the original license and collaboration agreement remain in effect, including the remaining USD 1.27 billion in total potential milestones and tiered royalties ranging from 20% to 30% payable in territories outside of Belgium, France, Germany, Italy, Luxembourg, the Netherlands, Spain and the United Kingdom.

2.3 Subscription Agreement with Gilead Therapeutics

On 14 July 2019, the Company and Gilead Therapeutics also entered into a subscription agreement (the “**Subscription Agreement**”) pursuant to which:

- (a) the Company agreed to proceed with a capital increase within the framework of the authorized capital, with the cancellation of the preferential subscription rights of the Company’s existing shareholders for the benefit of Gilead Therapeutics;
- (b) the Company agreed to seek shareholder approval to issue the Warrants, allowing Gilead Therapeutics to further increase its ownership in the Company. Subject to certain limitations, the Company also agreed that Gilead Therapeutics may acquire additional shares via open market purchases;
- (c) Gilead Therapeutics committed to a standstill and lock-up in relation to (the shares of) the Company;
- (d) Gilead Therapeutics is entitled to nominate two directors of the Company;
- (e) the Company agreed to seek shareholder approval to renew the authorization of the board of directors to increase the share capital of the Company with an amount up to 20% of the share capital at the time of the convening of the EGM.

The capital increase referred to in paragraph (a) above was effected on 23 August 2019 by the board of directors of the Company within the framework of the authorized capital, through the issuance of 6,828,985 new shares to Gilead Therapeutics. The new shares were admitted to trading on the regulated markets of Euronext Brussels and Amsterdam on 27 August 2019. For further information on this transaction, reference is made to section 3 of the special report of the board of directors dated 23 August 2019 in accordance with article 596 and 598 of the Belgian Companies Code of 7 May 1999, available on the Company’s website (<https://www.glp.com/special-reports>).

The proposed issuance of the Warrants referred to in paragraph (b) above, as further described below, the proposed election of directors referred to in paragraph (d) above, and the proposed renewal of the authorized capital referred to in paragraph (e) above, will be submitted to the EGM. For further information on the proposed renewal of the authorized capital referred to in paragraph (e) above, reference is made to the special report of the board of directors prepared in accordance with article 604 of the Belgian Companies Code of 7 May 1999 which will also be submitted to the EGM.

3 Proposed issuance of the Warrants

In accordance with what was agreed in the Subscription Agreement, the board of directors of the Company proposes to the EGM to issue the Warrants, with cancellation of the preferential subscription rights of the existing shareholders for the benefit of Gilead Therapeutics. The proposed Warrants to be issued by the Company consist of two warrants, named the “**Initial Warrant A**” and the “**Initial Warrant B**”.

3.1 Terms and Conditions of the Initial Warrant A

The proposed terms and conditions (the “**Conditions**”) of the Initial Warrant A are set out in Annex 1 to this special report. The main Conditions can, for information purposes, be summarized as follows:

- (a) Issuer of the Initial Warrant A: The Company (Galapagos NV).
- (b) Term of the Initial Warrant A: The Initial Warrant A will have a term starting as of the Issue Date (as defined in the Conditions, which is the date of the EGM approving the issuance of the Initial Warrant A) and ending on 11:59 p.m. on the date which falls one (1) year after the Issue Date. The Initial Warrant A can be exercised at one or several occasions during the entire term of the Initial Warrant A, but not more than once per period of three (3) months. As set out in the Conditions, this limitation does not apply in case of material development regarding the Company or the trading of the Company’s shares, or in case of certain (requests for) convocations of shareholders’ meetings of the Company.

- (c) Number of shares issuable upon an exercise of the Initial Warrant A: Subject to the Conditions, the Initial Warrant A entitles the holder thereof to subscribe, during the entire term of the Initial Warrant A, upon each exercise of the Initial Warrant A, for a maximum number of shares that is sufficient to bring the number of shares owned by Gilead Therapeutics, Gilead Sciences and any of their affiliates to 25.1% of the actually issued and outstanding shares immediately after the issue of the shares that are to be issued upon the relevant exercise of the Initial Warrant A (rounded down to the nearest whole share) (the “**Warrant Limit A**”). The Initial Warrant A remains outstanding for the remaining duration of its term even if exercised for a number of shares that is equal to the then applicable Warrant Limit A.
- (d) Exercise Price of the Initial Warrant A: The Exercise Price (as defined in the Conditions) of the Initial Warrant A shall, per share that shall be subscribed for upon an exercise of the Initial Warrant A, in relation to such shares, be equal to EUR 140.59 (which is the same as the issue price of the 6,828,985 new shares that were issued to Gilead Therapeutics on 23 August 2019). The Exercise Price is subject to customary adjustments, including in respect of dividend or other distributions made by the Company in relation to the Company’s shares.
- (e) Nature of the shares issuable upon exercise of the Initial Warrant A: Each new share to be issued by the Company upon each exercise of the Initial Warrant A shall have the same rights and benefits as, and rank *pari passu* in all respects including as to entitlement to dividends and other distributions, with the existing and outstanding shares of the Company at the moment of their issue and will be entitled to dividends and other distributions in respect of which the relevant record date or due date falls on or after the date of their issue.
- (f) Capital increase and allocation of the Exercise Price: Upon each exercise of the Initial Warrant A and the resulting issue of new shares, the Company’s share capital will be increased, as further specified in the Conditions. Each time upon an exercise of the Initial Warrant A and the issue of new shares pursuant to the Conditions, the applicable aggregate Exercise Price shall be allocated to the share capital of the Company. If the applicable Exercise Price per share issued is greater than the fractional value of the existing shares immediately prior to the capital increase, then the applicable aggregate Exercise Price shall be allocated in such a manner that per share issued (i) a part of the applicable aggregate Exercise Price equal to the fractional value of the existing shares immediately prior to the capital increase shall be booked as share capital, and (ii) the balance of the applicable aggregate Exercise Price shall be booked as issue premium. Such issue premium shall be accounted for on the liabilities side of the Company’s balance sheet as net equity. The account on which the issue premium shall be booked shall, like the share capital, serve as the guarantee for third parties and, save for the possibility of a capitalization of those reserves, can only be reduced on the basis of a valid resolution of the general shareholders’ meeting passed in the manner required for an amendment to the Company’s articles of association.
- (g) Listing of the underlying shares: If the admission of the shares that are to be issued upon an exercise of the Initial Warrant A to trading on the regulated markets of Euronext Brussels and Euronext Amsterdam (and such other regulated markets on which the Company’s shares will be trading at that time) legally requires a listing prospectus, the Company shall use reasonable efforts to obtain such admission within ninety (90) days following the issue of such shares. In such event, the effective admission to listing will be subject to regulatory approval of the listing prospectus. If the admission of the shares that are to be issued upon an exercise of the Initial Warrant A to trading on the regulated markets of Euronext Brussels and Euronext Amsterdam (and such other regulated markets on which the Company’s shares will be trading at that time) does not legally require a listing prospectus, the Company shall cause such admission as soon as practicable after the issue of such shares, and in any event no later than five (5) Business Days (as defined in the Conditions) after the issue of such shares.
- (h) Nature of the Initial Warrant A: The Initial Warrant A will confer the right (but not the obligation) to subscribe, upon any exercise of the Initial Warrant A, for a number of new shares to be issued

by the Company, as aforementioned. Except as otherwise provided for under Belgian law, the holder of the Initial Warrant A will be no shareholder of the Company solely by virtue of holding the Initial Warrant A, and therefore does not have the rights of a shareholder in relation to the shares to be issued or delivered to the holder of the Initial Warrant A upon an exercise of the Initial Warrant A until the exercise of the Initial Warrant A and the issue or delivery of the relevant shares.

- (i) Form of the Initial Warrant A: The Initial Warrant A will be in registered form. The Initial Warrant A cannot be converted into a bearer instrument or in dematerialized form.
- (j) No listing of the Initial Warrant A: The Initial Warrant A shall not be listed at any time on a securities exchange, regulated market or similar securities market.
- (k) Issue Price of the Initial Warrant A: The Initial Warrant A will be issued, without any additional consideration being due by Gilead Therapeutics or any of its affiliates.

3.2 Terms and Conditions of the Initial Warrant B

The Conditions of the Initial Warrant B are set out in Annex 2 to this special report. The main Conditions can, for information purposes, be summarized as follows:

- (a) Issuer of the Initial Warrant B: The Company (Galapagos NV).
- (b) Term of the Initial Warrant B: The Initial Warrant B will have a term starting as of the Issue Date (as defined in the Conditions, which is the date of the EGM approving the issuance of the Initial Warrant B) and ending on 11:59 p.m. on the date which falls five (5) years after 23 August 2019 (being the date of the closing of the Subscription Agreement). The Initial Warrant B can be exercised at one or several occasions during the entire term of the Initial Warrant B, but not more than once per period of three (3) months. As set out in the Conditions, this limitation does not apply in case of material development regarding the Company or the trading of the Company's shares, or in case of certain (requests for) convocations of shareholders' meetings of the Company.
- (c) Number of shares issuable upon an exercise of the Initial Warrant B: Subject to the Conditions, the Initial Warrant B entitles the holder thereof to subscribe, during the entire term of the Initial Warrant B, upon each exercise of the Initial Warrant B, for a maximum number of shares that is sufficient to bring the number of shares owned by Gilead Therapeutics, Gilead Sciences and any of their affiliates and any other party Acting in Concert (as defined in the Conditions) with Gilead Therapeutics, Gilead Sciences or any of their affiliates to 29.9% of the actually issued and outstanding shares immediately after the issue of the shares that are to be issued upon the relevant exercise of the Initial Warrant B (rounded down to the nearest whole share) (the "**Warrant Limit B**"). The Initial Warrant B remains outstanding for the remaining duration of its term even if exercised for a number of shares that is equal to the then applicable Warrant Limit B.
- (d) Exercise Price of the Initial Warrant B: The Exercise Price (as defined in the Conditions) of the Initial Warrant B shall, per share that shall be subscribed for upon an exercise of the Initial Warrant B in relation to such shares, be equal to the greater of (i) 120% multiplied by the arithmetic mean of the daily volume weighted average trading price of the Company's shares as traded on Euronext Brussels and Euronext Amsterdam (or such other regulated markets on which the Company's shares will be trading at that time) on each of the trading days during the period of 30 calendar days ending on the calendar day immediately preceding the date of the Exercise Notice (as defined in the Conditions) with respect to such exercise, and (ii) EUR 140.59 (which is the same as the issue price of the 6,828,985 new shares that were issued to Gilead Therapeutics on 23 August 2019). The Exercise Price is subject to customary adjustments, including in respect of dividend or other distributions made by the Company in relation to the Company's shares.

- (e) Nature of the shares issuable upon exercise of the Initial Warrant B: Each new share to be issued by the Company upon each exercise of the Initial Warrant B shall have the same rights and benefits as, and rank *pari passu* in all respects including as to entitlement to dividends and other distributions, with the existing and outstanding shares of the Company at the moment of their issue and will be entitled to dividends and other distributions in respect of which the relevant record date or due date falls on or after the date of their issue.
- (f) Capital increase and allocation of the Exercise Price: Upon each exercise of the Initial Warrant B and the resulting issue of new shares, the Company's share capital will be increased, as further specified in the Conditions. Each time upon an exercise of the Initial Warrant B and the issue of new shares pursuant to the Conditions, the applicable aggregate Exercise Price shall be allocated to the share capital of the Company. If the applicable Exercise Price per share issued is greater than the fractional value of the existing shares immediately prior to the capital increase, then the applicable aggregate Exercise Price shall be allocated in such a manner that per share issued (i) a part of the applicable aggregate Exercise Price equal to the fractional value of the existing shares immediately prior to the capital increase shall be booked as share capital, and (ii) the balance of the applicable aggregate Exercise Price shall be booked as issue premium. Such issue premium shall be accounted for on the liabilities side of the Company's balance sheet as net equity. The account on which the issue premium shall be booked shall, like the share capital, serve as the guarantee for third parties and, save for the possibility of a capitalization of those reserves, can only be reduced on the basis of a valid resolution of the general shareholders' meeting passed in the manner required for an amendment to the Company's articles of association.
- (g) Listing of the underlying shares: If the admission of the shares that are to be issued upon an exercise of the Initial Warrant B to trading on the regulated markets of Euronext Brussels and Euronext Amsterdam (and such other regulated markets on which the Company's shares will be trading at that time) legally requires a listing prospectus, the Company shall use reasonable efforts to obtain such admission within ninety (90) days following the issue of such shares. In such event, the effective admission to listing will be subject to regulatory approval of the listing prospectus. If the admission of the shares that are to be issued upon an exercise of the Initial Warrant B to trading on the regulated markets of Euronext Brussels and Euronext Amsterdam (and such other regulated markets on which the Company's shares will be trading at that time) does not legally require a listing prospectus, the Company shall cause such admission as soon as practicable after the issue of such shares, and in any event no later than five (5) Business Days (as defined in the Conditions) after the issue of such shares.
- (h) Nature of the Initial Warrant B: The Initial Warrant B will confer the right (but not the obligation) to subscribe, upon any exercise of the Initial Warrant B, for a number of new shares to be issued by the Company, as aforementioned. Except as otherwise provided for under Belgian law, the holder of the Initial Warrant B will be no shareholder of the Company solely by virtue of holding the Initial Warrant B, and therefore does not have the rights of a shareholder in relation to the shares to be issued or delivered to the holder of the Initial Warrant B upon an exercise of the Initial Warrant B until the exercise of the Initial Warrant B and the issue or delivery of the relevant shares.
- (i) Form of the Initial Warrant B: The Initial Warrant B will be in registered form. The Initial Warrant B cannot be converted into a bearer instrument or in dematerialized form.
- (j) No listing of the Initial Warrant B: The Initial Warrant B shall not be listed at any time on a securities exchange, regulated market or similar securities market.
- (k) Issue Price of the Initial Warrant B: The Initial Warrant B will be issued, without any additional consideration being due by Gilead Therapeutics or any of its affiliates.

As referred to in paragraph (b) above, the Initial Warrant B has a maximum term of 5 years. The Company, however, agreed to provide for a right to subscribe for shares for a term of 10 years. Accordingly, the

Subscription Agreement provides that between the 57th and 59th month anniversary of the date of the closing of the Subscription Agreement (being between 23 May 2024 and 23 July 2024), the board of directors will convene a new extraordinary general shareholders' meeting of the Company to approve the issuance of a new warrant, having terms and conditions that (*mutatis mutandis*) are the same as the Conditions of the Initial Warrant B, including notably as to the Exercise Price (on a per share basis) and the maximum number of shares issuable.

3.3 Exercise Price of the proposed Warrants

In the Subscription Agreement, the respective Exercise Prices of the proposed Warrants have been determined at:

- (a) EUR 140.59 (on a per share basis) for Initial Warrant A (see section 3.1(d) above), and
- (b) the greater of (i) 120% multiplied by the arithmetic mean of the daily volume weighted average trading price of the Company's shares as traded on Euronext Brussels and Euronext Amsterdam (or such other regulated markets on which the Company's shares will be trading at that time) on each of the trading days during the period of 30 calendar days ending on the calendar day immediately preceding the date of the Exercise Notice (as defined in the Conditions) with respect to such exercise, and (ii) EUR 140.59, (on a per share basis) for Initial Warrant B (see section 3.2(d) above).

The abovementioned Exercise Prices of EUR 140.59 (on a per share basis) represent a 20% premium as compared to the average of the volume weighted average prices of the Company's shares on the regulated market of Euronext (Brussels and Amsterdam) during the thirty calendar days preceding the date of signing the Subscription Agreement and comply with article 598 of the Belgian Companies Code of 7 May 1999, which (when applied to the Warrants and the shares issuable thereunder) requires that the exercise price (on a per share basis) cannot be lower than the average price of the shares during thirty days before the day on which the issuance commenced (which was the date of the signing of the Subscription Agreement that provides for the issuance of the Warrants).

4 Reason for the proposed issuance of the Warrants

The proposed issuance of the Warrants is one of the elements that has been agreed to by the Company with Gilead within the framework of the aforementioned transaction that was announced on 14 July 2019.

To date, the Company has been highly effective at target identification and drug discovery, progressing novel molecules from research into the clinic. The board of directors is of the opinion that the transformative 10-year collaboration will provide an accelerated path to advance the Company's pipeline and to accelerate the development of the Company's current and new programs.

The net proceeds paid to the Company by Gilead pursuant to the Option, License and Collaboration Agreement and the Subscription Agreement (of which the proposed issuance of the Warrants forms an integral part) will be used for preclinical, clinical and non-clinical research activities, regulatory activities, research and development activities across all current and future programs, molecules and products and other similar activities of the Company, including corporate development activities, intended to, directly or indirectly, support the foregoing activities.

The board of directors is of the opinion that the strategic collaboration with Gilead, of which the proposed issuance of the Warrants forms an integral part, will benefit the Company as it will enable it to (i) pursue its goal of rapidly delivering therapies to patients, (ii) maximize innovation based on developing new mode of action medicines, (iii) progress innovation to patients by heavily increasing discovery and development efforts and by building a European commercial infrastructure, and (iv) access Gilead's chemistry and development expertise, its commercial infrastructure and operations, and its speed to the relevant markets.

Furthermore, as a result of the collaboration with Gilead, the Company can continue its path to strengthen its position as a leading European clinical-stage biotechnology company and to develop its commercial activities.

Finally, while it cannot be guaranteed that the Warrants will ultimately be exercised, the exercise of the proposed Warrants by Gilead Therapeutics, and the payment of the relevant exercise price of the Warrants by Gilead Therapeutics, if any, will enable the Company to obtain additional cash resources and to strengthen its net equity position.

For all of the abovementioned reasons, the expanded collaboration with Gilead, of which the issuance of the Warrants forms an integral part, is strategically important for the future growth and development of the Company. The board of directors therefore recommends that the EGM approves the proposed issuance of the Warrants with cancellation of the preferential subscription rights for the benefit of Gilead Therapeutics.

For the sake of completeness, it should be noted that the Subscription Agreement provides for a number of consequences in case the EGM were not to approve the proposed issuance of the Warrants. Notably, in such situation:

- (a) the Company and Gilead Therapeutics shall collaborate to structure and organize the right to subscribe for shares as reflected by the relevant Warrants via a contractual subscription or option agreement or otherwise, allowing, to the greatest extent legally possible, Gilead Therapeutics to subscribe for or acquire the number of shares of the Company it would otherwise be able to subscribe for or acquire upon exercise of the relevant Warrants, whether through the Company's authorized capital or otherwise;
- (b) as long as the board of directors shall have the power to issue shares within the framework of the authorized capital, the authorized capital shall to the greatest extent legally possible be used with priority for the purpose of the issuance of shares to Gilead Therapeutics, without prejudice to the right of the Company to use the authorized capital for equity-based incentives or compensation for current or future employees, consultants, directors and/or officers of the Company or its affiliates;
- (c) the Company will submit the proposed issuance of the Warrants as soon as possible to a subsequent general shareholders' meeting of the Company and, if such subsequent meeting were not to approve the proposed issuance of the Warrants, the Company will be obliged to resubmit the proposed issuance of the Warrants to another extraordinary general shareholders' meeting at the occasion of the annual general shareholders' meeting of the Company (and this until the Warrants have been issued); and
- (d) the following proposals shall not be approved by or submitted by the board of directors at its own initiative to the general shareholders' meeting of the Company without the prior written consent of Gilead Therapeutics:
 - (i) any proposal to amend, repeal or otherwise modify any provision of the Company's articles of association that would be reasonably expected to adversely affect the interests of Gilead Therapeutics, Gilead Sciences or any of their affiliates (other than to the extent legally required);
 - (ii) any proposal to decrease the Company's share capital (other than in relation to issuing equity securities to Gilead Therapeutics or its affiliates) or repurchase, redeem or reacquire any equity securities of the Company;
 - (iii) any proposal to modify the rights of any securities of the Company in a manner adverse to Gilead Therapeutics, Gilead Sciences or any of their affiliates or to cancel or limit any preferential subscription rights of Gilead Therapeutics, other than in the framework of any equity-based incentive or compensation for current or future employees, consultants, directors and/or officers of the Company or its affiliates;

- (iv) any proposal to dissolve, liquidate or wind-up the business and affairs of the Company;
- (v) any proposal to consummate, or enter into any agreement to consummate, a merger or de-merger of the Company or similar transaction involving the Company; or
- (vi) any proposal to transfer or dispose of all or substantially all of the assets and liabilities of the Company.

This restriction shall only apply until the earlier of (x) the date that the Warrants are issued and, (y) the date that Gilead Therapeutics, Gilead Sciences and any of their affiliates together for the first time own 25.1% of the actually issued and outstanding shares of the Company (rounded down to the nearest whole share) or more, unless the Company has provided Gilead Therapeutics with the right to subscribe for new shares of authorized capital that would result in Gilead Therapeutics, Gilead Sciences and their affiliates in the aggregate owning 25.1% of the actually issued and outstanding shares of the Company (rounded down to the nearest whole share) or more at a price per share no higher than EUR 140.59 and Gilead Therapeutics has declined to accept such right or has failed to pay the purchase price for such new shares at the closing of their issuance.

The Subscription Agreement provides that, notwithstanding the foregoing, any time the board of directors determines to make use of its authorized capital until the earlier of (x) the date that the Warrants are issued and (y) the date that Gilead Therapeutics, Gilead Sciences and any of their affiliates together for the first time own 25.1% of the actually issued and outstanding shares of the Company (rounded down to the nearest whole share) or more, the board of directors should first make use of its authorized capital to issue shares (provided that Gilead Therapeutics subscribes for such shares) in order to allow for Gilead Therapeutics to subscribe for the shares that it would have been entitled to subscribe for or acquire pursuant to the Warrants at a price per share no higher than the price per share that it would have been entitled to subscribe for or acquire pursuant to the Warrants.

5 Consequences for the Company's existing shareholders

The dilution and effect on the equity value of the Company that will result from the issuance and exercise of the proposed Warrants are indicatively set out in the tables below.

Ultimately, whether or not a Warrant will be exercised depends on the (sole) decision of Gilead Therapeutics. Such decision may depend in part on the price of the share of the Company at the moment of exercise as compared with the relevant Exercise Price.

5.1 Introductory comments and assumptions

Certain key parameters of the exercise of the proposed Warrants (such as the applicable Exercise Price of the Initial Warrant B⁽¹⁾ or the maximum number of new shares to be issued in connection with the proposed Warrants⁽²⁾) are unknown on the date of this special report. Hence, the actual effects of the exercise of the proposed Warrants can only be illustrated, and cannot yet be determined with certainty.

Accordingly, the discussion herein of the financial consequences of the exercise of the proposed Warrants is purely illustrative, and based on purely hypothetical financial parameters. The actual Exercise Price of the Initial Warrant B and the number of new shares to be issued in connection with the proposed Warrants may vary significantly from the hypothetical values used in this report. The hypothetical financial parameters used in the simulations below by no means anticipate the final financial parameters that will be used for an actual exercise of the Warrants.

¹ For more information, see section 3.2(i)(d) (Initial Warrant B) of this special report.

² For more information, see section 3.1(i)(b) (Initial Warrant A) and section 3.2(i)(b) (Initial Warrant B) of this special report.

Subject to the foregoing reservations, for the purposes of the illustration of some of the financial consequences of an exercise in full of the proposed Warrants and notably the dilution for the shareholders, the following assumptions were used:

- The Company has a registered share capital of EUR 335,112,010.21, represented by 61,953,831 shares, with a fractional value of (rounded up) EUR 5.41 per share.
- There are currently 5,654,047 outstanding warrants, each giving the right to subscribe for one new share (subject to certain conditions).
- Gilead and affiliates hold 13,589,686 shares of the Company.
- As provided for in section 3.1(c) of this special report, the maximum number of shares issuable upon each exercise of the Initial Warrant A is equal to the number of shares that is sufficient to bring the number of shares owned by Gilead Therapeutics, Gilead Sciences and any of their affiliates to 25.1% of the actually issued and outstanding shares immediately after the issue of the shares that are to be issued upon the relevant exercise of the Initial Warrant A (rounded down to the nearest whole share). Hence, for the purposes of the illustrations below, the maximum number of shares to be issued to Gilead Therapeutics upon an exercise in full of the Initial Warrant A at the date of this special report is equal to 2,617,791 shares (assuming that the Company does not issue any new shares during the term of the Initial Warrant A). Assuming that Gilead and affiliates hold 13,589,686 shares before the exercise of the Initial Warrant A, the exercise of the Initial Warrant A (and the subsequent issuance of the 2,617,791 shares) would result in an aggregate shareholding of 16,207,477 shares, being 25.1% of the 64,571,622 outstanding shares of the Company (after the exercise of the Initial Warrant A). It should be noted that the Initial Warrant A can be exercised at one or several occasions during its entire term³ and that the actual number of shares issuable upon an exercise of the Initial Warrant A could be higher, depending on the number of outstanding shares of the Company at the time of that exercise of the Initial Warrant A. In any event, the number of shares issuable cannot be in excess of the then applicable Warrant Limit A (as defined in section 3.1(c) of this special report).
- As provided for in section 3.2(c) of this special report, the maximum number of shares issuable upon each exercise of the Initial Warrant B is equal to the number of shares that is sufficient to bring the number of shares owned by Gilead Therapeutics, Gilead Sciences and any of their affiliates and any other party Acting in Concert with Gilead Therapeutics, Gilead Sciences or any of their affiliates to 29.9% of the actually issued and outstanding shares immediately after the issue of the shares that are to be issued upon the relevant exercise of the Initial Warrant B (rounded down to the nearest whole share). Hence, for the purposes of the illustrations below, the maximum number of shares to be issued to Gilead Therapeutics upon an exercise in full of the Initial Warrant B at the date of this special report (after taking into account the issuance of the shares pursuant to the exercise in full of the Initial Warrant A described in the paragraph above) is equal to 4,421,452 shares (assuming that the Company does not issue any new shares during the term of the Initial Warrant B). Assuming that Gilead and affiliates hold 16,207,477 shares after such exercise of the Initial Warrant A, but before the exercise of the Initial Warrant B, the exercise of the Initial Warrant B (and the subsequent issuance of the 4,421,452 shares) would result in an aggregate shareholding of 20,628,929 shares, being 29.9% of the 68,993,074 outstanding shares of the Company (after the exercise of the Initial Warrant A and the Initial Warrant B). It should be noted that the Initial Warrant B can be exercised at one or several occasions during its entire term⁴ and that the actual number of shares issuable upon an exercise of the Initial Warrant B could be higher, depending on the number of outstanding shares of the Company at the time of that exercise of the Initial Warrant B. In any event, the number of shares issuable cannot be in excess of the then applicable Warrant Limit B (as defined in section 3.2(c) of this special report).

³ The Initial Warrant A shall remain outstanding for the remaining duration of its term even if exercised for a number of shares that is equal to the then applicable Warrant Limit A (as defined in section 3.1(i)(c) of this special report).

⁴ The Initial Warrant B shall remain outstanding for the remaining duration of its term even if exercised for a number of shares that is equal to the then applicable Warrant Limit B (as defined in section 3.2(i)(c) of this special report).

- The Exercise Price of the Initial Warrant A (on a per share basis) is equal to EUR 140.59 (see section 3.1(d) of this special report).
- As provided for in section 3.2(d) of this special report, the Exercise Price of the Initial Warrant B is equal to the greater of (i) 120% multiplied by the arithmetic mean of the daily volume weighted average trading price of the Company's shares as traded on Euronext Brussels and Euronext Amsterdam (or such other regulated markets on which the Company's shares will be trading at that time) on each of the trading days during the period of 30 calendar days ending on the calendar day immediately preceding the date of the Exercise Notice (as defined in the Conditions) with respect to such exercise, and (ii) EUR 140.59. For the purpose of the illustrations attached to this special report in [Annex 3](#), the hypothetical Exercise Prices for the Initial Warrant B that have been used in the simulations have been set at, respectively, EUR 140.59, EUR 170 and EUR 190.
- On the basis of the non-audited consolidated interim financial statements of the Company as at 30 June 2019 (which have been prepared in accordance with the International Financial Reporting Standards or IFRS, as adopted by the European Union), the consolidated accounting net equity of the Company as at 30 June 2019 amounted to EUR 1,143,367,000.⁽⁵⁾ This number does not take into account changes in the consolidated net equity since 30 June 2019. Merely for the purpose of the simulations attached to this special report, the amount of the capital increase (with issue premium) as a result of the new share issuance to Gilead Therapeutics on 23 August 2019 pursuant to the Subscription Agreement has been added to the consolidated net equity. Notably, as a result of this capital increase and new share issuance, Gilead Therapeutics contributed an amount of EUR 140.59 per new share or EUR 960,087,001.15 in total (which was initially allocated as issue premium and share capital increase in accordance with Belgian company law). Accordingly, purely for the purpose of the simulations attached to this special report, this aggregate amount has been added to the amount of the consolidated accounting net equity as at 30 June 2019, increasing such amount from EUR 1,143,367,000 to EUR 2,103,454,001.15 (not reflecting other changes and adjustments to the accounting net equity after 30 June 2019, and not reflecting that the accounting of this amount is subject to further adjustments pursuant to IFRS).
- As referred to above, the Company's consolidated financial statements are prepared in accordance with International Financial Reporting Standards or IFRS, as adopted by the European Union. While on the date of this special report the accounting treatment of the Warrants is still under review by the Company's management and not yet validated by the Company's auditor, it is currently expected that, within the framework of the Company's consolidated financial statements, the Warrants will be accounted for in accordance with (amongst others) IFRS 9 (Financial Instruments). As aforementioned, the actual application of the reporting standard, the initial recognition moment and valuation of the Warrants is still being determined and assessed. In view of the relative size of the Warrants, the Warrants can be expected to be a material component in the consolidated financial statements of the Company in accordance with IFRS, but the impact is not expected to be material compared to the size of the transaction with Gilead. The Company does not expect that the issuance of the Warrants will have an impact on the statutory financial statements of Galapagos NV in accordance with Belgian Generally Accepted Accounting Principles.

5.2 Dilution resulting from the issuance and exercise of the Warrants

Each share in the Company currently represents an equal part of the share capital of the Company and carries the right to one vote. The issuance of the Warrants to Gilead Therapeutics will, upon exercise of the relevant Warrants, lead to a dilution of the existing shareholders of the Company and of the relative voting power of each share in the Company.

⁵ For further information regarding the Company's net equity position on the aforementioned date, reference is made to the financial statements of the Company, which are available on the Company's website.

The dilution relating to the voting right also applies, *mutatis mutandis*, to the participation of each share in the profit and liquidation proceeds and other rights attached to the shares of the Company, such as the statutory preferential subscription right in case of a capital increase in cash through the issuance of shares.

Specifically, prior to the exercise of the Warrants, each share participates equally in the profit and liquidation proceeds of the Company and each shareholder has a statutory preferential subscription right in case of a capital increase in cash. Each new share to be issued by the Company upon exercise of the relevant Warrants shall have the same rights and benefits as, and rank *pari passu* in all respects including as to entitlement to dividends and other distributions, with the existing and outstanding shares at the moment of their issue and will be entitled to dividends and other distributions in respect of which the relevant record date or due date falls on or after the date of their issue. As a result (and to the extent the Warrants will be issued and exercised), the participation by the existing shares in the profit and liquidation proceeds of the Company and their holder's statutory preferential subscription right in case of a capital increase in cash, shall be diluted accordingly.

Based on the methodology and assumptions referred to in section 5.1 above, the tables below show the dilution of voting power and liquidation and dividend rights that would result from the issuance and exercise of the Warrants in a scenario in which none of the outstanding warrants are exercised (see section 5.2.1) and in a scenario in which all of the outstanding warrants are exercised in full (see section 5.2.2).

5.2.1 Non-diluted basis

| | |
|---|------------|
| (A) Number of previously existing shares on a non-diluted basis excluding the shares issued to Gilead Therapeutics pursuant to the Subscription Agreement of 23 August 2019 | 55,124,846 |
| (B) Number of shares issued to Gilead Therapeutics pursuant to the Subscription Agreement of 23 August 2019 | 6,828,985 |
| (C) Number of currently existing shares on a non-diluted basis, including the shares issued to Gilead Therapeutics pursuant to the Subscription Agreement of 23 August 2019 | 61,953,831 |
| (D) Number of shares to be issued as a result of the issuance and full exercise of the Initial Warrant A ⁽⁶⁾ | 2,617,791 |
| (E) Number of shares to be issued as a result of the issuance and full exercise of the Initial Warrant B (after taking into account the issuance of the shares pursuant to the exercise in full of the Initial Warrant A described above) ⁽⁷⁾ | 4,421,452 |
| (F) Number of shares after the issuance and full exercise of the Warrants on a non-diluted basis | 68,993,074 |
| (G) Dilution of existing shareholders on the basis of the number of previously existing shares on a non-diluted basis excluding the shares issued to Gilead Therapeutics pursuant to the Subscription Agreement of 23 August 2019 (see row (A) of this table) | 20.10% |
| (H) Dilution of existing shareholders on the basis of the number of currently existing shares on a non-diluted basis, including the shares issued to Gilead Therapeutics pursuant to the Subscription Agreement of 23 August 2019 (see row (C) of this table) | 10.20% |

⁶ For further information on the number of shares to be issued as a result of the issuance and exercise of the Initial Warrant A, reference is made to section 5.1 of this special report.

⁷ For further information on the number of shares to be issued as a result of the issuance and exercise of the Initial Warrant B, reference is made to section 5.1 of this special report.

The table above demonstrates that, assuming that the Initial Warrant A and the Initial Warrant B are issued and fully exercised on the basis of the methodology and assumptions set out in section 5.1 of this special report, the previously existing shares excluding the shares issued to Gilead Therapeutics on 23 August 2019 pursuant to the Subscription Agreement would no longer represent 1/55,124,846 of the share capital, but 1/68,993,074 of the resulting share capital, which represents a dilution of the participation in the share capital and the results of the Company of 20.10%, and all of the currently existing shares, including the shares issued to Gilead Therapeutics on 23 August 2019 pursuant to the Subscription Agreement, would no longer represent 1/61,953,831 of the share capital, but 1/68,993,074 of the resulting share capital, which represents a dilution of the participation in the share capital and the results of the Company of 10.20%.

5.2.2 Fully diluted basis⁽⁸⁾

| | |
|---|------------|
| (A) Number of previously existing shares on a fully diluted basis excluding the shares issued to Gilead Therapeutics pursuant to the Subscription Agreement of 23 August 2019 | 60,778,893 |
| (B) Number of shares issued to Gilead Therapeutics pursuant to the Subscription Agreement of 23 August 2019 | 6,828,985 |
| (C) Number of currently existing shares on a fully diluted basis, including the shares issued to Gilead Therapeutics pursuant to the Subscription Agreement of 23 August 2019 | 67,607,878 |
| (D) Number of shares to be issued as a result of the issuance and full exercise of the Initial Warrant A ⁽⁶⁾ | 4,512,538 |
| (E) Number of shares to be issued as a result of the issuance and full exercise of the Initial Warrant B (after taking into account the issuance of the shares pursuant to the exercise in full of the Initial Warrant A described above) ⁽⁷⁾ | 4,938,345 |
| (F) Number of shares after the issuance and full exercise of the Warrants on a fully diluted basis | 77,058,761 |
| (G) Dilution of existing shareholders on the basis of the number of previously existing shares on a fully diluted basis excluding the shares issued to Gilead Therapeutics pursuant to the Subscription Agreement of 23 August 2019 (see row (A) of this table) | 21.13% |
| (H) Dilution of existing shareholders on the basis of the number of currently existing shares on a fully diluted basis, including the shares issued to Gilead Therapeutics pursuant to the Subscription Agreement of 23 August 2019 (see row (C) of this table) | 12.26% |

The table above demonstrates that, assuming that the Initial Warrant A and the Initial Warrant B are issued and fully exercised on the basis of the methodology and assumptions set out in section 5.1 of this special report and assuming that all outstanding warrants are exercised and new shares would be issued as a result thereof, the previously existing shares excluding the

⁸ Assuming that all 5,654,047 outstanding warrants are exercised, resulting in the issuance of 5,654,047 new shares, as a result of which the Company's share capital would be represented by 67,607,878 shares.

shares issued to Gilead Therapeutics on 23 August 2019 pursuant to the Subscription Agreement, would no longer represent 1/60,778,893 of the share capital, but 1/77,058,761 of the resulting share capital, which represents a dilution of the participation in the share capital and the results of the Company of 21.13%, and all of the currently existing shares, including the shares issued to Gilead Therapeutics on 23 August 2019 pursuant to the Subscription Agreement, would no longer represent 1/67,607,878 of the share capital, but 1/77,058,761 of the resulting share capital, which represents a dilution of the participation in the share capital and the results of the Company of 12.26%.

5.3 Effect of the issuance and exercise of the Warrants on the equity of the Company

On the basis of the methodology and assumptions set out in section 5.1 of this special report, a number of simulations have been prepared. These simulations are attached to this special report as Annex 3 and reflect the impact of the exercise of the proposed Warrants on the Company's equity.

In the event that the proposed Warrants would be exercised in full on the basis of the methodology and assumptions set out in section 5.1 of this special report, there would be an increase of the equity of the Company for an amount equal to the product of the number of shares issuable upon exercise of the Warrants and the relevant Exercise Price (on a per share basis). If the relevant Exercise Price is higher than the equity value per share and the relevant Warrant is *de facto* exercised, there would be a positive effect on the equity value per share for the existing shareholders.

In any event, it should be noted that the accounting treatment of the Warrants is still under review, as indicated in section 5.1 of this special report.

5.4 Effect of the issuance and exercise of the Warrants on the shareholding of Gilead Therapeutics

Following the issuance and exercise of the Initial Warrant A, on the basis of the methodology and assumptions set out in section 5.1 of this special report, Gilead Therapeutics would hold 16,207,477 shares in the Company, which is equal to an ownership percentage of 25.10% on a non-diluted basis.⁽⁹⁾

Following the issuance and exercise of the Initial Warrant B, on the basis of the methodology and assumptions set out in section 5.1 of this special report, Gilead Therapeutics would hold 20,628,929 shares in the Company, which is equal to an ownership percentage of 29.90% on a non-diluted basis.⁽¹⁰⁾

As mentioned in section 5.1 of this special report, it should be noted that the Warrants can be exercised at one or several occasions during their entire term¹¹ and that the actual number of shares issuable upon an exercise of the respective Warrants could be higher, depending on the number of outstanding shares of the Company at the time of that exercise of the Warrants. In any event, the number of shares issuable cannot be in excess of the then applicable Warrant Limit A (in relation to the Initial Warrant A) and the then applicable Warrant Limit B (in relation to the Initial Warrant B).

6 Statutory Auditor's special report

The statutory auditor of the Company has been requested to issue a special report in accordance with Articles 596 and 598 of the Belgian Companies Code of 7 May 1999.

⁹ This number 16,207,477 is equal to the existing shareholding of Gilead Therapeutics in the Company (13,589,686 shares) and the 2,617,791 shares assumed to be issued to Gilead Therapeutics upon exercise of the Initial Warrant A on the basis of the methodology and assumptions as set out in section 5.1 of this special report.

¹⁰ This number 20,628,929 is equal to the assumed shareholding of Gilead Therapeutics in the Company after the exercise of the Initial Warrant A (16,207,477 shares) and the 4,421,452 shares assumed to be issued to Gilead Therapeutics upon exercise of the Initial Warrant B on the basis of the methodology and assumptions as set out in section 5.1 of this special report.

¹¹ The Warrants shall remain outstanding for the remaining duration of their term even if exercised for a number of shares that is equal to the then applicable Warrant Limit A or Warrant Limit B (as defined in section 3.1(i)(c) (in relation to the Initial Warrant A) and section 3.2(i)(c) (in relation to the Initial Warrant B) of this special report).

7 Individuals, other than employees, for whose benefit the preferential subscription rights are cancelled

Within the framework of the proposed issuance of the Warrants, the board of directors proposes to cancel the preferential subscription rights of the existing shareholders for the benefit of Gilead Therapeutics A1 Unlimited Company, an unlimited liability company incorporated and validly existing under Irish law, with registered seat at 70 Sir John Rogerson's Quay, Dublin 2 (Ireland) and registered with Ireland's Companies Registration Office under number 615395.

8 Justification of the cancellation of the preferential subscription rights of the existing shareholders for the benefit of Gilead Therapeutics

The cancellation of the preferential subscription rights of the existing shareholders for the benefit of Gilead Therapeutics is required in order to allow the Company to issue the Warrants to Gilead Therapeutics. This issuance is an integral part of aforementioned transaction that was announced on 14 July 2019 and allows the Company to secure a strong and strategic collaboration with Gilead, which is in the Company's interest. As set out in section 4, such collaboration with Gilead is strategically important for the future growth and development of the Company. Accordingly, the board of directors recommends that the EGM approves the proposed issuance of the Warrants.

9 Conclusion

Taking into account the abovementioned considerations, the board of directors is of the opinion that the proposed issuance of the Warrants with cancellation of the preferential subscription rights of the existing shareholders for the benefit of Gilead Therapeutics is in the Company's interest.

The issuance of the Warrants is subject to the approval by the extraordinary shareholders' meeting of the Company to be held on or around 22 October 2019.

Made and approved on 19 September 2019.

[Signature page follows]

English translation for information purposes only

For the board of directors of the Company,

[signed]

Onno van de Stolpe
Director

[signed]

Peter Guenter
Director

[signature page to special board report 583-596-598 BCC]

English translation for information purposes only

Annex 1
Terms and Conditions of the Initial Warrant A

Annex to Special report (Art. 583-596-598 BCC)

INITIAL GILEAD WARRANT A

– issued by –

GALAPAGOS NV

– dated –

[date] 2019

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GALAPAGOS NV
Limited Liability Company

Generaal De Wittelaan L11 A3, 2800 Mechelen (Belgium)
Register of Legal Persons VAT BE 0466.460.429 (Antwerp, division Mechelen)

INITIAL GILEAD WARRANT A

RECITALS

On 14 July 2019, Galapagos NV (hereafter further referred to as the “**Company**”), entered into a Subscription Agreement (as defined below) with Gilead Therapeutics A1 Unlimited Company (hereafter further referred to as the “**Investor**”). The Investor is an indirect wholly-owned subsidiary of Gilead Sciences, Inc. (hereafter further referred to as the “**Parent Investor**”), a U.S. corporation listed on the NASDAQ Stock Market and a research-based biopharmaceutical company focused on the discovery, development, and commercialisation of innovative medicines. Simultaneously with the execution of the Subscription Agreement, the Company and the Parent Investor also entered into an Option, License and Collaboration Agreement (as defined below). Pursuant to the Option, License and Collaboration Agreement, the Company agreed to discover, research, and develop molecules and products, and Parent Investor agreed to have an option to participate in the development and commercialisation of molecules and products, in each case, on the terms and conditions set forth in such agreement. Pursuant to the Subscription Agreement, the Investor agreed to make an investment into the share capital of the Company. The investment was effected on 23 August 2019. As part of the overall agreement between the Company, the Investor and the Parent Investor, the Subscription Agreement also provided for the issuance to the Investor of a number of warrants. The present terms and conditions (hereinafter referred to as the “**Conditions**”) contain the issue and exercise conditions of the Initial Gilead Warrant A issued by the Company, as contemplated by the Subscription Agreement. The issue of the Warrants is exclusively reserved to the Investor, in consideration of the subscription for shares and entry into the collaboration contemplated by the agreements referred to above.

1. CERTAIN DEFINITIONS AND INTERPRETATION

1.1. Certain definitions

In these Conditions, the following words and expressions that are not defined elsewhere in these Conditions shall have the following meanings, save where the context requires otherwise:

“**Acting in Concert**” means, when used in relation to a person or entity, acting in concert (*in onderling overleg handelende personen / personnes agissant de concert*) in the sense of Article 3, §1, 5° of the Belgian Act of 1 April 2007 regarding public takeover bids, or Article 1, §2, 5° of the Belgian Royal Decree of 27 April 2007 regarding public takeover bids.

“**Affiliate**” means, when used with respect to a person or entity, any person, corporation, partnership, or other entity that controls, is controlled by or is under common control with such person or entity, for so long as such control exists, regardless of whether such person or entity is or becomes an Affiliate on or after the date of the Subscription Agreement. For the purposes of this definition, the word “control” (including, with correlative meaning, the terms “controlled by” or “under the common control with”) means the actual power, either directly

or indirectly through one or more intermediaries, to direct or cause the direction of the management and policies of such entity, whether by the ownership of more than fifty percent (50%) of the voting stock of such entity, or by contract or otherwise.

“**Belgian Companies and Associations Code**” means the Belgian Companies and Associations Code of 23 March 2019, as amended from time to time, and the rules and regulations promulgated thereunder.

“**Belgian Companies Code**” means the Belgian Companies Code of 7 May 1999, as amended from time to time, and the rules and regulations promulgated thereunder.

“**Business Day**” means a day other than (a) a Saturday or a Sunday, (b) a bank or other public holiday in California, United States, (c) a bank or other public holiday in Brussels, Belgium, (d) a bank or other public holiday in Ireland or (e) the period commencing on December 25th and ending on January 1st (inclusive).

“**Company**” means Galapagos NV/SA, a corporation (*naamloze vennootschap / société anonyme*) organized and existing under the laws of Belgium, with registered office at Generaal De Wittelaan L11 A3, 2800 Mechelen, Belgium, and registered with the Register of Legal Persons under enterprise number 0466.460.429 (Antwerp, division Mechelen).

“**Conditions**” means the present terms and conditions of the Warrants.

“**Equity Security**” means (a) any Share, and (b) any other security, financial instrument, certificate and other right (including options, futures, swaps and other derivatives) issued or, with respect to options, futures, swaps and other derivatives, contracted by the Company and representing, being exercisable, convertible or exchangeable into or for, or otherwise providing a right to acquire, directly or indirectly, any of the Equity Securities referred to in (a).

“**Exercise Account**” has the meaning as defined in Article 7.2(b).

“**Exercise Date**” has the meaning as defined in Article 7.1(b).

“**Exercise Notice**” has the meaning as defined in Article 7.1(a).

“**Exercise Price**” means the exercise price of the Warrant, per Share that shall be subscribed for upon an exercise of the Warrant in relation to such Shares, as determined pursuant to Article 5.

“**Expiry Date**” has the meaning as defined in Article 3(a).

“**Gilead Warrant**” means each of the Initial Gilead Warrants and Subsequent Gilead Warrant B.

“**Initial Gilead Warrant**” means each of the warrants (*inschrijvingsrechten* or *warrants / droits de souscription*) issued by the Company on the Issue Date to the Investor, and named, respectively, the “Initial Gilead Warrant A” and “Initial Gilead Warrant B”.

“**Investor**” means Gilead Therapeutics A1 Unlimited Company, an unlimited liability company formed under the laws of Ireland, registered with Ireland’s Companies Registration Office under number 615395.

“**Issue Date**” means the date on which the Warrant has been issued by the extraordinary general shareholders’ meeting of the Company, *i.e. [date]*.

“**Notice**” has the meaning given to it in Article 10.6.

“**Option, License and Collaboration Agreement**” means the option, license and collaboration agreement, dated 14 July 2019, by and between the Company and the Parent Investor.

“**Parent Investor**” means Gilead Sciences, Inc., a corporation incorporated under the laws of Delaware.

“**Reference Date**” means 23 August 2019, being the date on which the Subscription Shares were issued by the Company and were subscribed for by the Investor pursuant to the Subscription Agreement.

“**Reference Exercise Price**” means a price, per Share subscribed for upon an exercise of the Warrant in relation to such Shares, that shall be equal to EUR 140.59, being the issue price, on a per Share basis, that was paid by the Investor with respect to the Subscription Shares that were issued to the Investor on the Reference Date pursuant to the Subscription Agreement.

“**Share**” means any share (*aandeel / action*) outstanding from time to time representing the Company’s share capital.

“**Share Reorganisation**” has the meaning given to it in Article 8.2(a).

“**Subscription Agreement**” means the subscription agreement, dated 14 July 2019, by and between the Company and the Investor, in relation to the subscription by the Investor for the Subscription Shares and the Initial Gilead Warrants and Subsequent Gilead Warrant B.

“**Subscription Shares**” means the 6,828,985 Shares that were issued by the Company and subscribed for by the Investor on the Reference Date pursuant to the Subscription Agreement.

“**Subsequent Gilead Warrant B**” means the warrant (*inschrijvingsrecht* or *warrant / droit de souscription*), named “Subsequent Gilead Warrant B” to be issued by the Company to the Investor pursuant to the Subscription Agreement.

“**Succession Transaction**” has the meaning given to it in Article 8.3(a).

“**Successor Company**” has the meaning given to it in Article 8.3(a).

“**Term**” means the term of the Warrant as referred to in Article 3.

“**Warrant**” means the Initial Gilead Warrant, named “Initial Gilead Warrant A.”

“**Warrant Limit**” has the meaning given to it in Article 4.1(a).

1.2. **Headings**

Headings and the table of contents used in these Conditions are for convenience purposes only and shall not affect the construction or interpretation of these Conditions.

1.3. **Meaning of references**

Unless the context does not so permit, or save where specifically indicated otherwise:

- (a) references to Articles are to Articles in these Conditions, and references to sub-Articles or paragraphs are to sub-Articles or paragraphs of the Article in which such references appear;

- (b) the words “herein”, “hereof”, “hereunder”, “hereby”, “hereto”, “herewith” and words of similar import shall refer to these Conditions as a whole and not to any particular Article, paragraph or other subdivision;
- (c) references to the word “include” or “including” (or any similar term) are not to be construed as implying any limitation, and general words introduced by the word “other” (or any similar term) shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things;
- (d) any reference to “writing” or “written” includes any method of reproducing words or text in a legible and non-transitory form but, for the avoidance of doubt, shall not include e-mail;
- (e) references to any statute, regulation or statutory provision shall be deemed to include reference to any statute, regulation or statutory instrument which amends, extends, consolidates or replaces the same (or shall have done so) and to any other regulation, statutory instrument or other subordinate legislation made thereunder or pursuant thereto, provided that no such reference shall include any amendment, extension or replacement of the same with retrospective effect;
- (f) all periods of time set out herein shall be calculated from midnight to midnight local time in Brussels, Belgium. They shall start on the day following the day on which the event triggering the relevant period of time has occurred. The expiration date shall be included in the period of time. If the expiration date is not a Business Day, it shall be postponed until the next Business Day. Unless otherwise provided herein, all periods of time shall be calculated in calendar days. All periods of time consisting of a number of months (or years) shall be calculated from the day in the month (or year) when the triggering event has occurred until the eve of the same day in the following month(s) (or year(s)) (“*van de zovveelste tot de dag vóór de zovveelste*” / “*de quantième à veille de quantième*”).

1.4. Fractional value of Shares

For the purpose of these Conditions, the fractional value (*fractiewaarde / pair comptable*) of the Company’s Shares from time to time shall be determined as a fraction, (a) the numerator of which is the amount of the Company’s share capital at that time, and (b) the denominator of which is the aggregate number of actually issued and outstanding Shares of the Company at that time.

1.5. Language

The Conditions were drawn up in English, after which a Dutch translation was prepared. In the case of discrepancies between the English and the Dutch version, the English version shall prevail between the parties hereto to the fullest extent possible and permitted by Belgian law. Notwithstanding the foregoing, Belgian legal concepts which are expressed in English language terms, are to be interpreted in accordance with the Belgian legal terms to which they refer, and the use herein of Dutch and/or French words in these Conditions as translation for certain words or concepts shall be conclusive in the determination of the relevant legal concept under Belgian law of the words or concepts that are so translated herein.

2. ISSUANCE, NATURE AND FORM OF THE WARRANT

2.1. Issuance and nature

- (a) The Warrant has been issued, without any additional consideration being due by the Investor or any of its Affiliates, pursuant to a resolution of the extraordinary general shareholders' meeting of the Company held on the Issue Date, with dis-application of the statutory preferential subscription rights of the shareholders of the Company for the benefit of the Investor.
- (b) Subject to, and in accordance with, the terms and conditions set forth in these Conditions, the Warrant confers the right (but not the obligation) on the holder thereof to subscribe, upon any exercise of the Warrant, for a number of new Shares to be issued by the Company.
- (c) Except as otherwise provided under Belgian law, the holder of the Warrant is no shareholder of the Company solely by virtue of holding the Warrant, and therefore does not have the rights of a shareholder in relation to the Shares to be issued or delivered to the holder of the Warrant upon an exercise of the Warrant until the exercise of the Warrant and the issue or delivery of the relevant Shares.

2.2. Registered form

The Warrant is in registered form. In accordance with applicable law, the Warrant is recorded in a warrant register book, which is kept at the registered office of the Company. The Warrant cannot be converted into a bearer instrument or in dematerialized form.

2.3. Transferability of the Warrant

The Warrant shall be transferrable in the same manner and in accordance with the same rules as those that apply (*mutatis mutandis*) to the Subscription Shares pursuant to the Subscription Agreement. Transfers of the Warrant that do not comply with this Article 2.3 are not enforceable vis-à-vis the Company.

2.4. No listing of the Warrant

The Warrant shall not be listed at any time on a securities exchange, regulated market or similar securities market.

3. TERM OF THE WARRANT

- (a) The Warrant has a term (the "**Term**") starting as of the Issue Date and ending on 11:59 p.m. on the date which falls one (1) year after the Issue Date (the "**Expiry Date**").
- (b) The Warrant automatically lapses and becomes invalid (*vervallen*) by operation of law on 11:59 p.m. of the Expiry Date.
- (c) Subject to and in accordance with the terms and conditions set forth in these Conditions, the Warrant can be exercised at one or several occasions at any time during the Term.

4. SHARES

4.1. Number of Shares issuable upon an exercise of the Warrant

- (a) Subject to the terms and conditions set forth in these Conditions, the Warrant entitles the holder thereof to subscribe, during the entire Term of the Warrant, upon each exercise of the Warrant, for a maximum number of Shares (the “**Warrant Limit**”) that is, in the aggregate with respect to each exercise of the Warrant, sufficient to bring the number of Shares owned by the Investor, the Parent Investor and any of their Affiliates to 25.1% of the actually issued and outstanding Shares immediately after the issue of the Shares that are to be issued upon the relevant exercise of the Warrant (rounded down to the nearest whole Share).
- (b) Notwithstanding the provisions of paragraph (a), if and as long as the person or entity exercising the Warrant is not the Investor, the Parent Investor or an Affiliate of the Investor or Parent Investor, the Warrant Limit shall be equal to one (1) Share. The provisions of paragraph (a) of this Article 4.1 will again apply when the person or entity exercising the Warrant is the Investor, the Parent Investor or any Affiliate of the Investor and the Parent Investor.
- (c) The Warrant can be exercised at one or several occasions during the entire Term, but not more than once per period of three (3) months; provided that such limitation on the frequency of exercising the Warrant shall not apply within a given three (3) month period in which there has been already an exercise of the Warrant to the extent that within such three (3) month period there has been a material development regarding the Company or the trading of Shares or if the Company or any other person or entity (other than the Investor, the Parent Investor, any of the Affiliates of the Investor or Parent Investor, or any party Acting in Concert with the Investor, the Parent Investor or any Affiliate of the Investor or the Parent Investor) provides notice that it intends to convene, requests to convene, or convenes, a meeting of shareholders. On each occasion the Warrant is exercised, the number of Shares that the holder of the Warrant will be entitled to subscribe for, will, in the aggregate with respect to such exercise of the Warrant, be limited to the then applicable Warrant Limit. The Warrant shall remain outstanding for the remaining duration of the Term even if exercised for a number of Shares that is equal to the then applicable Warrant Limit.
- (d) The Warrant can only be exercised for a whole number of Shares, and not with respect to fractions of Shares.

4.2. Nature and form of the Shares

- (a) Each new Share to be issued by the Company upon each exercise of the Warrant shall have the same rights and benefits as, and rank *pari passu* in all respects including as to entitlement to dividends and other distributions, with the existing and outstanding Shares at the moment of their issue and will be entitled to dividends and other distributions in respect of which the relevant record date or due date falls on or after the date of their issue.
- (b) Notwithstanding any other provision of these Conditions, upon each exercise of the Warrant, the Company shall have the right, to be determined by it in its discretion, to deliver a number of existing Shares in lieu of (all or a portion of) the new Shares that would otherwise need to be issued upon such exercise of the Warrant, provided that (i) such existing Shares confer the rights referred to in paragraph (a) and (ii) the delivery of such number of existing Shares (together with any new Shares issued upon such exercise of the Warrant) results in the Investor, the Parent Investor and any

of their Affiliates owning the same percentage of Shares of the actually issued and outstanding Shares of the Company immediately after the issue of the Shares that had to be issued upon such exercise of the Warrant, rounded down to the nearest whole Share, that they would otherwise own if only new Shares were to have been issued upon such exercise of the Warrant. The holder of the Warrant cannot be obliged to pay a price per Share for the delivery of existing Shares that is higher than the applicable Exercise Price.

- (c) The Shares to be delivered upon each exercise of the Warrant shall be delivered in registered form.

4.3. Listing of the Shares

If the admission of the Shares that are to be issued upon an exercise of the Warrant to trading on the regulated markets of Euronext Brussels and Euronext Amsterdam (and such other regulated markets on which the Company's Shares will be trading at that time) legally requires a listing prospectus, the Company shall use reasonable efforts to obtain such admission within ninety (90) days following the issue of such Shares. In such event, the effective admission to listing will be subject to regulatory approval of the listing prospectus.

If the admission of the Shares that are to be issued upon an exercise of the Warrant to trading on the regulated markets of Euronext Brussels and Euronext Amsterdam (and such other regulated markets on which the Company's Shares will be trading at that time) does not legally require a listing prospectus, the Company shall cause such admission as soon as practicable after the issue of such Shares, and in any event no later than five (5) Business Days after the issue of such Shares.

5. EXERCISE PRICE

The Exercise Price of the Warrant shall, per Share that shall be subscribed for upon an exercise of the Warrant in relation to such Shares, be equal to the Reference Exercise Price.

6. SPECIFIC CONDITIONS

- (a) Upon subscription for the Warrant and when exercising the Warrant, the holder of the Warrant will comply with (i) the Belgian Act of 2 May 2007 regarding the disclosure of important participations in issuers of which shares are admitted to trading on a regulated market and miscellaneous provisions as amended from time to time, and the rules and regulations promulgated thereunder, and (ii) insider trading and/or dealings or transactions in the securities of the Company, including notably Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse (market abuse regulation) and repealing Directive 2003/6/EC of the European Parliament and of the Council and Commission Directives 2003/124/EC, 2003/125/EC and 2004/72/EC, and the relevant regulations, directives and other rules promulgated thereunder, as well as similar rules and regulations elsewhere in other jurisdictions.
- (b) During the Term, the Investor shall, upon written request from the Company, provide the Company within five (5) Business Days, the aggregate number of Equity Securities owned by the Investor, the Parent Investor and their Affiliates to the extent calculable (it being understood that the Warrants can be described without calculating a number of shares issuable thereunder). During the Term, the Company shall provide the Investor with notice of any exercise or conversion of any options, warrants, convertible securities or other right to acquire, directly or indirectly, any of the new shares of the Company by any person or entity (other than the Investor, the Parent Investor and their Affiliates) within five (5) Business Days after such exercise or conversion.

7. EXERCISE OF THE WARRANT

7.1. Exercise Notice

- (a) The Warrant can only be exercised by means of a written notice to the Company (the “**Exercise Notice**”). The Exercise Notice must be served on the Company in accordance with the provisions of Article 10.6.
- (b) The date on which the Exercise Notice with respect to a specific exercise of the Warrant shall have been served (or be deemed served) on the Company pursuant to Article 10.6 shall be the exercise date of the Warrant with respect to that exercise (the “**Exercise Date**”).
- (c) The Exercise Notice must state (i) the number of Shares with respect to which the Warrant is exercised at that occasion, and (ii) the applicable aggregate Exercise Price, as determined in accordance with the provisions of these Conditions. The Exercise Date should fall within the Term.
- (d) If the number of Shares with respect to which the Warrant is exercised as indicated in the Exercise Notice exceeds the then applicable Warrant Limit, the Warrant shall be deemed exercised with respect to the number of Shares just below the then applicable Warrant Limit only. The Company shall as soon as practical, and in any event before the expiry of the term within which the relevant Shares are to be issued to the holder of the Warrant pursuant to Article 7.3 of these Conditions, notify the holder of the Warrant thereof in accordance with the provisions of Article 10.6, which notification shall include the reasoned calculation of the then applicable Warrant Limit.
- (e) Upon receipt of the Exercise Notice, the Company may request the holder of the Warrant in writing to provide to the Company with such further declarations and documents, which are necessary to comply with all applicable legal and regulatory provisions in connection with the exercise of the Warrant and the issue or delivery of the Shares resulting therefrom, including pursuant to Article 6(b) of these Conditions.

7.2. Payment of the Exercise Price

- (a) Upon each exercise of the Warrant, the applicable aggregate Exercise Price must be paid by means of a payment in cash.
- (b) The aggregate Exercise Price shall be paid to the Euro-denominated blocked account in the Company’s name with KBC Bank NV (IBAN BE41 7330 0933 9110, BIC: KREDBEBB) (the “**Exercise Account**”).
- (c) The amount of the applicable aggregate Exercise Price must be paid by means of a wire transfer of such amount in immediately available funds in euro to the Exercise Account.
- (d) If the applicable aggregate Exercise Price is not paid in accordance with paragraph (c) within a term of ten (10) Business Days following the date on which the Company shall have notified the holder of the Warrant of the details of the Exercise Account in accordance with paragraph (b), the Warrant shall be deemed not to have been exercised, without prejudice to the right of the holder of the Warrant to exercise the Warrant at later occasions until the Expiry Date subject to and in accordance with the terms and conditions set forth in these Conditions.

7.3. Issue and delivery of the Shares

- (a) The Company shall only be obliged to issue Shares upon an exercise of the Warrant provided that (i) the relevant Exercise Notice has been made in accordance with Article 7.1, and (ii) the applicable aggregate Exercise Price has been paid in accordance with the provisions of Article 7.2. Subject to the foregoing, the Company shall issue or deliver the relevant Shares as soon as practicable, but in any event no later than the later of (x) six (6) calendar days after the Exercise Date, and (y) the day other than (a) a Saturday or a Sunday or (b) a bank or other public holiday in Belgium following the receipt of the applicable aggregate Exercise Price on the Exercise Account.
- (b) The Company shall take all steps and carry out all formalities that shall be required by virtue of these Conditions, the Company's articles of association and applicable law in order to issue the new Shares upon an exercise of the Warrant (without prejudice, however, to the right of the Company to deliver existing Shares in accordance with the provisions of Article 4.2(b)).
- (c) In accordance with applicable law, upon each exercise of the Warrant, the capital increase and issue of new Shares resulting therefrom (as relevant) shall be formally recorded before a notary public by one authorised representative of the Company.

7.4. Allocation of the Exercise Price

- (a) Each time upon an exercise of the Warrant and the issue of new Shares pursuant to these Conditions, the applicable aggregate Exercise Price shall be allocated to the share capital of the Company. If the applicable Exercise Price per Share issued is greater than the fractional value of the existing Shares immediately prior to the capital increase, then the applicable aggregate Exercise Price shall be allocated in such a manner that per Share issued (i) a part of the applicable aggregate Exercise Price equal to the fractional value of the existing Shares immediately prior to the capital increase shall be booked as share capital, and (ii) the balance of the applicable aggregate Exercise Price shall be booked as issue premium. Such issue premium shall be accounted for on the liabilities side of the Company's balance sheet as net equity. The account on which the issue premium shall be booked shall, like the share capital, serve as the guarantee for third parties and, save for the possibility of a capitalisation of those reserves, can only be reduced on the basis of a valid resolution of the general shareholders' meeting passed in the manner required for an amendment to the Company's articles of association.
- (b) Following the issue of new Shares and the capital increase resulting therefrom, each of the Shares (existing and new) shall represent the same fraction of the Company's share capital.

8. ADJUSTMENTS

8.1. General

- (a) Notwithstanding Article 501, paragraph 1 of the Belgian Companies Code (or its successor provision Article 7:71, §1 under the Belgian Companies and Associations Code), and with the exception of the issue of any Shares with a different fractional value (*fractiewaarde*) than the then existing Shares or with a par value (*nominale*

waarde), of any securities with voting rights other than Shares or of any Equity Securities in relation to any Shares with a different fractional value (*fractiewaarde*) than the then existing Shares or with a par value (*nominale waarde*) or any securities with voting rights other than Shares and any reclassification of existing Shares (which shall not be permitted pursuant to this Article 8.1(a), the Company may proceed with all actions that it deems appropriate in relation to its capital, its articles of association, its financial condition, even if such actions lead to a reduction of the benefits allocated to the Warrant, including but not limited to, mergers or acquisitions, capital increases or reductions (including those subject to conditions precedent), the incorporation of reserves into the capital with or without the issue of new Shares, the issue of dividends or other distributions, the issue of other Equity Securities and the amendment of arrangements or provisions relating to the distribution of profits or liquidation proceeds, provided, however, that (i) the terms of the Warrant may not be amended without Investor's written consent, and (ii) that Shares issued or issuable under the Warrant shall not be treated differently (had they already been issued at that time) than other Shares already issued. If the rights of the holder of the Warrant are affected by an action or transaction permitted by the immediately preceding sentence, the holder of the Warrant will not be entitled to a change of the Exercise Price, the Reference Exercise Price or the Warrant Limit, an amendment to the Conditions or any other form of compensation (financial or otherwise) unless (i) specifically provided for in Articles 8.2 and 8.3 of these Conditions and/or (ii) such action or transaction was undertaken with the primary purpose of adversely affecting the rights or value of the Warrant.

- (b) The provisions of this Article 8 are without prejudice to the provisions of the Subscription Agreement (such as the anti-dilution protection).

8.2. Adjustments for Share Reorganisations

- (a) If at any time as of the Issue Date up to the Expiry Date there is a change of the fractional value of the Shares as a result of a consolidation (or reverse stock split), a subdivision (or stock split) or otherwise, in each such case without increase or reduction of the Company's share capital (each such transaction a "**Share Reorganisation**"), the Warrant Limit shall not be affected (since it is expressed as a percentage of the actually issued and outstanding Shares). In addition, the Exercise Price of the Warrant (i.e. on a per Share basis) shall be divided by a fraction, (A) the numerator of which is equal to the fractional value of the outstanding Shares of the Company immediately before to the Share Reorganisation, and (B) the denominator of which is equal to the fractional value of the outstanding Shares of the Company immediately after the Share Reorganisation.
- (b) Any adjustment made pursuant to paragraph (a) of this Article 8.2 shall become effective immediately after the effective date of the relevant Share Reorganisation that gives rise to such adjustment. The Company shall notify the holder of the Warrant of such adjustment by written notice as soon as practicable after the effective date of the Share Reorganisation concerned.

8.3. Adjustments for mergers and de-mergers

- (a) If at any time as of the Issue Date up to the Expiry Date there is a merger (*fusie / fusion*) of the Company with or into another legal person or entity whereby the Company is not the surviving entity or a de-merger (*splitsing / scission*) in whole or in part, whereby in each of these cases the Shares of the Company are exchanged into, or the shareholders of the Company receive, shares, other securities, cash or

other property of one or more other legal persons or entities (each such legal person or entity a “**Successor Company**”) as a result of such merger or de-merger (each such transaction a “**Succession Transaction**”), then the Warrant shall be replaced by (or, if the Company survives, to the holder of the Warrant shall be issued) one or more warrants to be issued by each of the respective Successor Companies that give right to such respective shares, other securities, cash or other property that the holder of the Warrant concerned had been entitled to receive if the Warrant had been exercised in full up to the Warrant Limit immediately before to the occurrence of the Succession Transaction concerned but after giving effect to dilution upon the exercise or conversion of all rights to acquire Shares that are exercised or converted in connection with such transaction. The number of warrants to be so issued in replacement of the Warrant (or, if the Company survives, to be so issued), as well as the terms and conditions of such warrants (including the Exercise Price and the Warrant Limit) will need to be, as a whole, equivalent to the terms and conditions of the Warrant and have economically substantially the same effect for the holder of the Warrant concerned.

- (b) An adjustment made pursuant to paragraph (a) of this Article 8.3 shall become effective upon, and subject to, the completion of the Succession Transaction that gives rise to such adjustment. The Company (or the respective Successor Companies, as the case may be) shall notify the holder of the Warrant of such adjustment as soon as practicable after the completion of the Succession Transaction concerned.
- (c) In the case of any merger or de-merger of the Company as contemplated by paragraph (a) of this Article 8.3, the Company must procure that the successor or acquiring persons or entities shall expressly assume the due observance and performance of the covenants and obligations set out in the Conditions.

9. REPRESENTATIONS AND WARRANTIES

9.1. Representations and Warranties of the Company

Upon each exercise of the Warrant, the Company shall be deemed to represent and warrant to the holder of the Warrant on the date of the issue or delivery of the Shares to be issued or delivered by the Company upon such exercise of the Warrant:

- (a) **Incorporation.** It is duly incorporated and validly existing and in good standing under the laws of Belgium, with full power and authority to conduct its business and is not in violation of any of the provisions of its organisational documents.
- (b) **Validity of Shares and Absence of Breach.** Each Share to be issued or delivered by the Company upon such exercise of the Warrant, and, with respect to new Shares only, as of when issued and paid for in accordance with these Conditions, are validly and duly issued and fully paid ordinary shares of the Company in accordance with the applicable provisions of the Company’s organisational documents and Belgian law, having the same fractional value (*fractiewaarde*) as the then existing Shares, and free and clear of all liens, pledges, encumbrances, mortgages, security interests, or easement or transfer restrictions of any nature whatsoever (other than those that find their origin solely with the holder of the Warrant and save for the transfer restrictions referred to in the Subscription Agreement, as the case may be). The issue or delivery of the Shares to be issued or delivered by the Company upon such exercise of the Warrant will not result in a breach of, default under any material agreement to which the Company is a party or the Company’s organisational documents or any law, regulation or stock exchange rule, or give rise to the activation of any material rights of third parties under any agreement, law, rule or regulation binding on the Company or any of its subsidiaries.

- (c) **Consents.** All necessary consents, authorisations, notification, actions or things required to be taken, fulfilled or done under Belgian law or any of the Antitrust Laws (as defined in the Option, License and Collaboration Agreement) (including, without limitation, the obtaining of any consent or license or the making of any filing or registration) for the issue or delivery of the Shares to be issued or delivered by the Company upon such exercise of the Warrant, the actions contemplated by these Conditions and the Warrant or the compliance by the Company with the terms of these Conditions and the Warrant will, save as otherwise set forth in these Conditions in Article 4.3, be in full force and effect.
- (d) **Brokers and Finders.** No person will have, as a result of the exercise of the Warrant, any right, interest or claim against or upon the holder of the Warrant for any commission, fee or other compensation relating to the Shares to be issued or delivered by the Company upon such exercise of the Warrant.

9.2. Representations and Warranties of the holder of the Warrant

Upon each exercise of the Warrant, the holder of the Warrant shall be deemed to represent and warrant to the Company on the date of the issue or delivery of the Shares to be issued or delivered by the Company upon such exercise of the Warrant:

- (a) **Incorporation.** It is duly incorporated and validly existing and in good standing under the laws of its jurisdiction of incorporation, with full power and authority to conduct its business and is not in violation of any of the provisions of its organisational documents.
- (b) **Consents.** All necessary consents, authorisations, notification, actions or things required to be taken, fulfilled or done under the law applicable to its jurisdiction of organisation or incorporation, or any of the Antitrust Laws (as defined in the Option, License and Collaboration Agreement) (including, without limitation, the obtaining of any consent or license or the making of any filing or registration) for the exercise of the Warrant, the actions contemplated by these Conditions and the Warrant or the compliance by the Warrant holder with the terms of these Conditions and the Warrant will, save as otherwise set forth in those Conditions in Article 4.3, be in full force and effect.
- (c) **Information.** Without taking into account the Warrants or the shares issuable (but not yet issued) thereunder, except to give effect to the issue and delivery of the Shares to be issued or delivered by the Company to the Investor upon the particular exercise of the Warrant that occurs on the date that this representation and warranty is made, the Investor, the Parent Investor, and their respective Affiliates do not, directly or indirectly, own, or have the right to acquire, voting securities of the Company in excess of the Warrant Limit (assuming the exercise, conversion or exchange of any Equity Securities (other than the Warrants except as described in this Article 9.2(c)) held by any of them at that time that are exercisable, convertible or exchangeable into or for shares of the Company at that time) (the resulting number of securities rounded down).

10. MISCELLANEOUS

10.1. Binding nature of the Conditions

In the case of subscription for the Warrant, the subscriber shall be bound by, and deemed to have accepted, the present Conditions. In the event of a transfer of the Warrant (or any right thereto), the acquirer or transferee shall be bound by, and deemed to have accepted, the present Conditions.

10.2. Severability

Whenever possible, the provisions of the Conditions shall be interpreted in such a manner that they are valid and enforceable under the applicable legislation.

If any provision in these Conditions is held to be illegal, invalid or unenforceable, in whole or in part, under any applicable law, then such provision or part of it shall be deemed not to form part of these Conditions, and the legality, validity or enforceability of the remainder of these Conditions shall not be affected.

In that event, the illegal, invalid or non-enforceable provision or part thereof is automatically replaced with the legal, valid and enforceable provision that is the closest to the original provision or part thereof as regards content, bearing and intention.

10.3. Specific Enforcement

Notwithstanding anything in these Conditions to the contrary, nothing in these Conditions shall in any way limit the ability of the Company and the holder of the Warrant to seek or obtain from any court of competent jurisdiction any remedies available at law or in equity (including injunctive relief) to enforce any covenant or agreement of the holder of the Warrant respectively the Company hereunder.

10.4. Costs and expenses

The Company shall pay any stamp, issue, registration, documentary or other taxes and duties, including interest and penalties, payable in Belgium on or in connection with the issue or delivery of the Shares upon each exercise of the Warrant. The Company shall also pay all costs associated with the listing of the relevant Shares on the regulated markets of Euronext Brussels and Amsterdam (and such other regulated markets on which the Company's Shares will be trading at that time).

10.5. Governing law and jurisdiction

The Conditions and the Warrant and any non-contractual obligations arising out of or in connection with each of them are governed by, and are to be construed in accordance with, Belgian law.

Any dispute, controversy, difference or claim which may arise between the Company and the holder of the Warrant out of or in relation to or in connection with the Conditions or the Warrant (including arising out of or relating to the validity, construction, interpretation, enforceability, breach, performance, application, exercise, expiry or termination of the Conditions or the Warrant), shall be settled by binding arbitration in accordance with the applicable rules of the International Chamber of Commerce ("**ICC Rules**") by three (3) arbitrators, one chosen by the holder of the Warrant, one chosen by the Company and the third chosen by mutual agreement of the first two, and otherwise in accordance with the ICC Rules. The arbitrators shall have significant experience and shall have expertise in Belgian corporate law. Each of the Company and the holder of the Warrant may refer such dispute to

arbitration by submitting a written notice of such request to the holder of the Warrant respectively the Company. The place of arbitration shall be New York and the language (including all testimony, evidence and written documentation) shall be English. The arbitrators shall establish procedures to facilitate and complete such arbitration as soon and efficiently as practicable. Unless the arbitrators expressly determine otherwise, neither the Company nor the holder of the Warrant shall be required to give general discovery of documents, but may be required only to produce specific, identified documents that are relevant to the dispute. Each of the Company and the holder of the Warrant shall have the right to be represented by counsel. Any judgment or award rendered by the arbitrators shall be final and binding on the Company and the holder of the Warrant, and shall be governed by the terms and conditions hereof and the limitation on damages set forth in Article 13 of the Subscription Agreement. The parties hereto agree that such a judgment or award may be enforced in any court of competent jurisdiction. The statute of limitations of Belgian law applicable to the commencement of a lawsuit shall apply to the commencement of arbitration. The arbitrators shall determine the allocation of costs and expenses and attorneys' fees in the arbitration to be borne by each of the Company and the holder of the Warrant. All proceedings and decisions of the arbitrators shall be deemed Confidential Information (as set out in the Subscription Agreement) of each of the Company and the holder of the Warrant, and shall be subject to Article 13 of the Option, License and Collaboration Agreement.

10.6. Notices

Any notice, notification, demand or other communication (“**notice**”) to be given under these Conditions shall be in writing, shall specifically refer to these Conditions, and shall be addressed to the appropriate party at the address specified below or such other address as may be specified by such party in writing in accordance with this Article 10.6, and shall be deemed to have been given for all purposes (i) when received, if hand-delivered, sent by a reputable international expedited delivery service or sent by facsimile (with transmission confirmed), or (ii) five (5) Business Days after mailing, if mailed by first class certified or registered mail, postage prepaid, return receipt requested. Any notice delivered by facsimile shall be confirmed by a hard copy delivered by a reputable international expedited delivery service as soon as practicable thereafter. The current details for notices are:

- (a) if to the Company: the address of the Company’s registered office, with the notice made for the attention of the General Counsel of the Company, or the address for notices to the Company pursuant to the Subscription Agreement.
- (b) if to the holder of the Warrant: to such holder’s address as set out in the warrant register book, or the address for notices to such party (as the case may be) pursuant to the Subscription Agreement.

* * *

English translation for information purposes only

Annex 2
Terms and Conditions of the Initial Warrant B

Annex to Special report (Art. 583-596-598 BCC)

INITIAL GILEAD WARRANT B

– issued by –

GALAPAGOS NV

– dated –

[date] 2019

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GALAPAGOS NV
Limited Liability Company

Generaal De Wittelaan L11 A3, 2800 Mechelen (Belgium)
Register of Legal Persons VAT BE 0466.460.429 (Antwerp, division Mechelen)

INITIAL GILEAD WARRANT B

RECITALS

On 14 July 2019, Galapagos NV (hereafter further referred to as the “**Company**”), entered into a Subscription Agreement (as defined below) with Gilead Therapeutics A1 Unlimited Company (hereafter further referred to as the “**Investor**”). The Investor is an indirect wholly-owned subsidiary of Gilead Sciences, Inc. (hereafter further referred to as the “**Parent Investor**”), a U.S. corporation listed on the NASDAQ Stock Market and a research-based biopharmaceutical company focused on the discovery, development, and commercialisation of innovative medicines. Simultaneously with the execution of the Subscription Agreement, the Company and the Parent Investor also entered into an Option, License and Collaboration Agreement (as defined below). Pursuant to the Option, License and Collaboration Agreement, the Company agreed to discover, research, and develop molecules and products, and Parent Investor agreed to have an option to participate in the development and commercialisation of molecules and products, in each case, on the terms and conditions set forth in such agreement. Pursuant to the Subscription Agreement, the Investor agreed to make an investment into the share capital of the Company. The investment was effected on 23 August 2019. As part of the overall agreement between the Company, the Investor and the Parent Investor, the Subscription Agreement also provided for the issuance to the Investor of a number of warrants. The present terms and conditions (hereinafter referred to as the “**Conditions**”) contain the issue and exercise conditions of the Initial Gilead Warrant B issued by the Company, as contemplated by the Subscription Agreement. The issue of the Warrants is exclusively reserved to the Investor, in consideration of the subscription for shares and entry into the collaboration contemplated by the agreements referred to above.

1. CERTAIN DEFINITIONS AND INTERPRETATION

1.1. Certain definitions

In these Conditions, the following words and expressions that are not defined elsewhere in these Conditions shall have the following meanings, save where the context requires otherwise:

“**Acting in Concert**” means, when used in relation to a person or entity, acting in concert (*in onderling overleg handelende personen / personnes agissant de concert*) in the sense of Article 3, §1, 5° of the Belgian Act of 1 April 2007 regarding public takeover bids, or Article 1, §2, 5° of the Belgian Royal Decree of 27 April 2007 regarding public takeover bids.

“**Affiliate**” means, when used with respect to a person or entity, any person, corporation, partnership, or other entity that controls, is controlled by or is under common control with such person or entity, for so long as such control exists, regardless of whether such person or entity is or becomes an Affiliate on or after the date of the Subscription Agreement. For the purposes of this definition, the word “control” (including, with correlative meaning, the terms “controlled by” or “under the common control with”) means the actual power, either directly

or indirectly through one or more intermediaries, to direct or cause the direction of the management and policies of such entity, whether by the ownership of more than fifty percent (50%) of the voting stock of such entity, or by contract or otherwise.

“**Belgian Companies and Associations Code**” means the Belgian Companies and Associations Code of 23 March 2019, as amended from time to time, and the rules and regulations promulgated thereunder.

“**Belgian Companies Code**” means the Belgian Companies Code of 7 May 1999, as amended from time to time, and the rules and regulations promulgated thereunder.

“**Business Day**” means a day other than (a) a Saturday or a Sunday, (b) a bank or other public holiday in California, United States, (c) a bank or other public holiday in Brussels, Belgium, (d) a bank or other public holiday in Ireland or (e) the period commencing on December 25th and ending on January 1st (inclusive).

“**Company**” means Galapagos NV/SA, a corporation (*naamloze vennootschap / société anonyme*) organized and existing under the laws of Belgium, with registered office at Generaal De Wittelaan L11 A3, 2800 Mechelen, Belgium, and registered with the Register of Legal Persons under enterprise number 0466.460.429 (Antwerp, division Mechelen).

“**Conditions**” means the present terms and conditions of the Warrants.

“**Equity Security**” means (a) any Share, and (b) any other security, financial instrument, certificate and other right (including options, futures, swaps and other derivatives) issued or, with respect to options, futures, swaps and other derivatives, contracted by the Company and representing, being exercisable, convertible or exchangeable into or for, or otherwise providing a right to acquire, directly or indirectly, any of the Equity Securities referred to in (a).

“**Exercise Account**” has the meaning as defined in Article 7.2(b).

“**Exercise Date**” has the meaning as defined in Article 7.1(b).

“**Exercise Notice**” has the meaning as defined in Article 7.1(a).

“**Exercise Price**” means the exercise price of the Warrant, per Share that shall be subscribed for upon an exercise of the Warrant in relation to such Shares, as determined pursuant to Article 5.

“**Expiry Date**” has the meaning as defined in Article 3(a).

“**Gilead Warrant**” means each of the Initial Gilead Warrants and Subsequent Gilead Warrant B.

“**Initial Gilead Warrant**” means each of the warrants (*inschrijvingsrechten* or *warrants / droits de souscription*) issued by the Company on the Issue Date to the Investor, and named, respectively, the “Initial Gilead Warrant A” and “Initial Gilead Warrant B”.

“**Investor**” means Gilead Therapeutics A1 Unlimited Company, an unlimited liability company formed under the laws of Ireland, registered with Ireland’s Companies Registration Office under number 615395.

“**Issue Date**” means the date on which the Warrant has been issued by the extraordinary general shareholders’ meeting of the Company, *i. e. [date]*.

“**Notice**” has the meaning given to it in Article 10.6.

“**Option, License and Collaboration Agreement**” means the option, license and collaboration agreement, dated 14 July 2019, by and between the Company and the Parent Investor.

“**Parent Investor**” means Gilead Sciences, Inc., a corporation incorporated under the laws of Delaware.

“**Reference Date**” means 23 August 2019, being the date on which the Subscription Shares were issued by the Company and were subscribed for by the Investor pursuant to the Subscription Agreement.

“**Reference Exercise Price**” means a price, per Share subscribed for upon an exercise of the Warrant in relation to such Shares, that shall be equal to the greater of (i) 120% multiplied by the arithmetic mean of the daily volume weighted average trading price of the Company’s Shares as traded on Euronext Brussels and Euronext Amsterdam (or such other regulated markets on which the Company’s Shares will be trading at that time) on each of the trading days during the period of 30 calendar days ending on the calendar day immediately preceding the date of the Exercise Notice with respect to such exercise, and (ii) EUR 140.59, being the issue price, on a per Share basis, that was paid by the Investor with respect to the Subscription Shares that were issued to the Investor on the Reference Date pursuant to the Subscription Agreement.

“**Share**” means any share (*aandeel / action*) outstanding from time to time representing the Company’s share capital.

“**Share Reorganisation**” has the meaning given to it in Article 8.2(a).

“**Subscription Agreement**” means the subscription agreement, dated 14 July 2019, by and between the Company and the Investor, in relation to the subscription by the Investor for the Subscription Shares and the Initial Gilead Warrants and Subsequent Gilead Warrant B.

“**Subscription Shares**” means the 6,828,985 Shares that were issued by the Company and subscribed for by the Investor on the Reference Date pursuant to the Subscription Agreement.

“**Subsequent Gilead Warrant B**” means the warrant (*inschrijvingsrecht* or *warrant / droit de souscription*), named “Subsequent Gilead Warrant B” to be issued by the Company to the Investor pursuant to the Subscription Agreement.

“**Succession Transaction**” has the meaning given to it in Article 8.3(a).

“**Successor Company**” has the meaning given to it in Article 8.3(a).

“**Term**” means the term of the Warrant as referred to in Article 3.

“**Warrant**” means the Initial Gilead Warrant, named “Initial Gilead Warrant B”.

“**Warrant Limit**” has the meaning given to it in Article 4.1(a).

1.2. Headings

Headings and the table of contents used in these Conditions are for convenience purposes only and shall not affect the construction or interpretation of these Conditions.

1.3. **Meaning of references**

Unless the context does not so permit, or save where specifically indicated otherwise:

- (a) references to Articles are to Articles in these Conditions, and references to sub-Articles or paragraphs are to sub-Articles or paragraphs of the Article in which such references appear;
- (b) the words “herein”, “hereof”, “hereunder”, “hereby”, “hereto”, “herewith” and words of similar import shall refer to these Conditions as a whole and not to any particular Article, paragraph or other subdivision;
- (c) references to the word “include” or “including” (or any similar term) are not to be construed as implying any limitation, and general words introduced by the word “other” (or any similar term) shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things;
- (d) any reference to “writing” or “written” includes any method of reproducing words or text in a legible and non-transitory form but, for the avoidance of doubt, shall not include e-mail;
- (e) references to any statute, regulation or statutory provision shall be deemed to include reference to any statute, regulation or statutory instrument which amends, extends, consolidates or replaces the same (or shall have done so) and to any other regulation, statutory instrument or other subordinate legislation made thereunder or pursuant thereto, provided that no such reference shall include any amendment, extension or replacement of the same with retrospective effect;
- (f) all periods of time set out herein shall be calculated from midnight to midnight local time in Brussels, Belgium. They shall start on the day following the day on which the event triggering the relevant period of time has occurred. The expiration date shall be included in the period of time. If the expiration date is not a Business Day, it shall be postponed until the next Business Day. Unless otherwise provided herein, all periods of time shall be calculated in calendar days. All periods of time consisting of a number of months (or years) shall be calculated from the day in the month (or year) when the triggering event has occurred until the eve of the same day in the following month(s) (or year(s)) (“*van de zovveelste tot de dag vóór de zovveelste*” / “*de quantième à veille de quantième*”).

1.4. **Fractional value of Shares**

For the purpose of these Conditions, the fractional value (*fractiewaarde / pair comptable*) of the Company’s Shares from time to time shall be determined as a fraction, (a) the numerator of which is the amount of the Company’s share capital at that time, and (b) the denominator of which is the aggregate number of actually issued and outstanding Shares of the Company at that time.

1.5. **Language**

The Conditions were drawn up in English, after which a Dutch translation was prepared. In the case of discrepancies between the English and the Dutch version, the English version shall prevail between the parties hereto to the fullest extent possible and permitted by Belgian law. Notwithstanding the foregoing, Belgian legal concepts which are expressed in English language terms, are to be interpreted in accordance with the Belgian legal terms to which they refer, and the use herein of Dutch and/or French words in these Conditions as translation for certain words or concepts shall be conclusive in the determination of the relevant legal concept under Belgian law of the words or concepts that are so translated herein.

2. ISSUANCE, NATURE AND FORM OF THE WARRANT

2.1. Issuance and nature

- (a) The Warrant has been issued, without any additional consideration being due by the Investor or any of its Affiliates, pursuant to a resolution of the extraordinary general shareholders' meeting of the Company held on the Issue Date, with dis-application of the statutory preferential subscription rights of the shareholders of the Company for the benefit of the Investor.
- (b) Subject to, and in accordance with, the terms and conditions set forth in these Conditions, the Warrant confers the right (but not the obligation) on the holder thereof to subscribe, upon any exercise of the Warrant, for a number of new Shares to be issued by the Company.
- (c) Except as otherwise provided under Belgian law, the holder of the Warrant is no shareholder of the Company solely by virtue of holding the Warrant, and therefore does not have the rights of a shareholder in relation to the Shares to be issued or delivered to the holder of the Warrant upon an exercise of the Warrant until the exercise of the Warrant and the issue or delivery of the relevant Shares.

2.2. Registered form

The Warrant is in registered form. In accordance with applicable law, the Warrant is recorded in a warrant register book, which is kept at the registered office of the Company. The Warrant cannot be converted into a bearer instrument or in dematerialized form.

2.3. Transferability of the Warrant

The Warrant shall be transferrable in the same manner and in accordance with the same rules as those that apply (*mutatis mutandis*) to the Subscription Shares pursuant to the Subscription Agreement. Transfers of the Warrant that do not comply with this Article 2.3 are not enforceable vis-à-vis the Company.

2.4. No listing of the Warrant

The Warrant shall not be listed at any time on a securities exchange, regulated market or similar securities market.

3. TERM OF THE WARRANT

- (a) The Warrant has a term (the "**Term**") starting as of the Issue Date and ending on 11:59 p.m. on the date which falls five (5) years after the Reference Date (the "**Expiry Date**").
- (b) The Warrant automatically lapses and becomes invalid (*vervallen*) by operation of law on 11:59 p.m. of the Expiry Date.
- (c) Subject to and in accordance with the terms and conditions set forth in these Conditions, the Warrant can be exercised at one or several occasions at any time during the Term.

4. SHARES

4.1. Number of Shares issuable upon an exercise of the Warrant

- (a) Subject to the terms and conditions set forth in these Conditions, the Warrant entitles the holder thereof to subscribe, during the entire Term of the Warrant, upon each exercise of the Warrant, for a maximum number of Shares (the “**Warrant Limit**”) that is, in the aggregate with respect to each exercise of the Warrant, sufficient to bring the number of Shares owned by the Investor, the Parent Investor and any of their Affiliates and any other party Acting in Concert with the Investor, the Parent Investor or any of their Affiliates to 29.9% of the actually issued and outstanding Shares immediately after the issue of the Shares that are to be issued upon the relevant exercise of the Warrant (rounded down to the nearest whole Share).
- (b) Notwithstanding the provisions of paragraph (a), if and as long as the person or entity exercising the Warrant is not the Investor, the Parent Investor or an Affiliate of the Investor or Parent Investor, the Warrant Limit shall be equal to one (1) Share. The provisions of paragraph (a) of this Article 4.1 will again apply when the person or entity exercising the Warrant is the Investor, the Parent Investor or any Affiliate of the Investor and the Parent Investor.
- (c) The Warrant can be exercised at one or several occasions during the entire Term, but not more than once per period of three (3) months; provided that such limitation on the frequency of exercising the Warrant shall not apply within a given three (3) month period in which there has been already an exercise of the Warrant to the extent that within such three (3) month period there has been a material development regarding the Company or the trading of Shares or if the Company or any other person or entity (other than the Investor, the Parent Investor, any of the Affiliates of the Investor or Parent Investor, or any party Acting in Concert with the Investor, the Parent Investor or any Affiliate of the Investor or the Parent Investor) provides notice that it intends to convene, requests to convene, or convenes, a meeting of shareholders. On each occasion the Warrant is exercised, the number of Shares that the holder of the Warrant will be entitled to subscribe for, will, in the aggregate with respect to such exercise of the Warrant, be limited to the then applicable Warrant Limit. The Warrant shall remain outstanding for the remaining duration of the Term even if exercised for a number of Shares that is equal to the then applicable Warrant Limit.
- (d) The Warrant can only be exercised for a whole number of Shares, and not with respect to fractions of Shares.

4.2. Nature and form of the Shares

- (a) Each new Share to be issued by the Company upon each exercise of the Warrant shall have the same rights and benefits as, and rank *pari passu* in all respects including as to entitlement to dividends and other distributions, with the existing and outstanding Shares at the moment of their issue and will be entitled to dividends and other distributions in respect of which the relevant record date or due date falls on or after the date of their issue.
- (b) Notwithstanding any other provision of these Conditions, upon each exercise of the Warrant, the Company shall have the right, to be determined by it in its discretion, to deliver a number of existing Shares in lieu of (all or a portion of) the new Shares that would otherwise need to be issued upon such exercise of the Warrant, provided that (i) such existing Shares confer the rights referred to in paragraph (a) and (ii) the delivery of such number of existing Shares (together with any new Shares issued

upon such exercise of the Warrant) results in the Investor, the Parent Investor and any of their Affiliates and any other party Acting in Concert with the Investor, the Parent Investor or any of their Affiliates owning the same percentage of Shares of the actually issued and outstanding Shares of the Company immediately after the issue of the Shares that had to be issued upon such exercise of the Warrant, rounded down to the nearest whole Share, that they would otherwise own if only new Shares were to have been issued upon such exercise of the Warrant. The holder of the Warrant cannot be obliged to pay a price per Share for the delivery of existing Shares that is higher than the applicable Exercise Price.

- (c) The Shares to be delivered upon each exercise of the Warrant shall be delivered in registered form.

4.3. Listing of the Shares

If the admission of the Shares that are to be issued upon an exercise of the Warrant to trading on the regulated markets of Euronext Brussels and Euronext Amsterdam (and such other regulated markets on which the Company's Shares will be trading at that time) legally requires a listing prospectus, the Company shall use reasonable efforts to obtain such admission within ninety (90) days following the issue of such Shares. In such event, the effective admission to listing will be subject to regulatory approval of the listing prospectus.

If the admission of the Shares that are to be issued upon an exercise of the Warrant to trading on the regulated markets of Euronext Brussels and Euronext Amsterdam (and such other regulated markets on which the Company's Shares will be trading at that time) does not legally require a listing prospectus, the Company shall cause such admission as soon as practicable after the issue of such Shares, and in any event no later than five (5) Business Days after the issue of such Shares.

5. EXERCISE PRICE

The Exercise Price of the Warrant shall, per Share that shall be subscribed for upon an exercise of the Warrant in relation to such Shares, be equal to the Reference Exercise Price.

6. SPECIFIC CONDITIONS

- (a) Upon subscription for the Warrant and when exercising the Warrant, the holder of the Warrant will comply with (i) the Belgian Act of 2 May 2007 regarding the disclosure of important participations in issuers of which shares are admitted to trading on a regulated market and miscellaneous provisions as amended from time to time, and the rules and regulations promulgated thereunder, and (ii) insider trading and/or dealings or transactions in the securities of the Company, including notably Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse (market abuse regulation) and repealing Directive 2003/6/EC of the European Parliament and of the Council and Commission Directives 2003/124/EC, 2003/125/EC and 2004/72/EC, and the relevant regulations, directives and other rules promulgated thereunder, as well as similar rules and regulations elsewhere in other jurisdictions.
- (b) During the Term, the Investor shall, upon written request from the Company, provide the Company within five (5) Business Days, the aggregate number of Equity Securities owned by the Investor, the Parent Investor and their Affiliates to the extent calculable (it being understood that the Warrants can be described without calculating a number of shares issuable thereunder). During the Term, the Company shall provide

the Investor with notice of any exercise or conversion of any options, warrants, convertible securities or other right to acquire, directly or indirectly, any of the new shares of the Company by any person or entity (other than the Investor, the Parent Investor and their Affiliates) within five (5) Business Days after such exercise or conversion.

7. EXERCISE OF THE WARRANT

7.1. Exercise Notice

- (a) The Warrant can only be exercised by means of a written notice to the Company (the “**Exercise Notice**”). The Exercise Notice must be served on the Company in accordance with the provisions of Article 10.6.
- (b) The date on which the Exercise Notice with respect to a specific exercise of the Warrant shall have been served (or be deemed served) on the Company pursuant to Article 10.6 shall be the exercise date of the Warrant with respect to that exercise (the “**Exercise Date**”).
- (c) The Exercise Notice must state (i) the number of Shares with respect to which the Warrant is exercised at that occasion, and (ii) the applicable aggregate Exercise Price, as determined in accordance with the provisions of these Conditions. The Exercise Date should fall within the Term.
- (d) If the number of Shares with respect to which the Warrant is exercised as indicated in the Exercise Notice exceeds the then applicable Warrant Limit, the Warrant shall be deemed exercised with respect to the number of Shares just below the then applicable Warrant Limit only. The Company shall as soon as practical, and in any event before the expiry of the term within which the relevant Shares are to be issued to the holder of the Warrant pursuant to Article 7.3 of these Conditions, notify the holder of the Warrant thereof in accordance with the provisions of Article 10.6, which notification shall include the reasoned calculation of the then applicable Warrant Limit.
- (e) Upon receipt of the Exercise Notice, the Company may request the holder of the Warrant in writing to provide to the Company with such further declarations and documents, which are necessary to comply with all applicable legal and regulatory provisions in connection with the exercise of the Warrant and the issue or delivery of the Shares resulting therefrom, including pursuant to Article 6(b) of these Conditions.

7.2. Payment of the Exercise Price

- (a) Upon each exercise of the Warrant, the applicable aggregate Exercise Price must be paid by means of a payment in cash.
- (b) Following the receipt of the Exercise Notice, the Company shall, as promptly as practicable and in any event no later than one (1) Business Day after the Exercise Date, notify the holder of the Warrant of the account onto which the applicable aggregate Exercise Price must be paid (the “**Exercise Account**”).
- (c) The amount of the applicable aggregate Exercise Price must be paid by means of a wire transfer of such amount in immediately available funds in euro to the Exercise Account.
- (d) If the applicable aggregate Exercise Price is not paid in accordance with paragraph (c) within a term of ten (10) Business Days following the date on which the Company

shall have notified the holder of the Warrant of the details of the Exercise Account in accordance with paragraph (b), the Warrant shall be deemed not to have been exercised, without prejudice to the right of the holder of the Warrant to exercise the Warrant at later occasions until the Expiry Date subject to and in accordance with the terms and conditions set forth in these Conditions.

7.3. Issue and delivery of the Shares

- (a) The Company shall only be obliged to issue Shares upon an exercise of the Warrant provided that (i) the relevant Exercise Notice has been made in accordance with Article 7.1, and (ii) the applicable aggregate Exercise Price has been paid in accordance with the provisions of Article 7.2. Subject to the foregoing, the Company shall issue or deliver the relevant Shares as soon as practicable, but in any event no later than the later of (x) six (6) calendar days after the Exercise Date, and (y) the day other than (a) a Saturday or a Sunday or (b) a bank or other public holiday in Belgium following the receipt of the applicable aggregate Exercise Price on the Exercise Account.
- (b) The Company shall take all steps and carry out all formalities that shall be required by virtue of these Conditions, the Company's articles of association and applicable law in order to issue the new Shares upon an exercise of the Warrant (without prejudice, however, to the right of the Company to deliver existing Shares in accordance with the provisions of Article 4.2(b)).
- (c) In accordance with applicable law, upon each exercise of the Warrant, the capital increase and issue of new Shares resulting therefrom (as relevant) shall be formally recorded before a notary public by one authorised representative of the Company.

7.4. Allocation of the Exercise Price

- (a) Each time upon an exercise of the Warrant and the issue of new Shares pursuant to these Conditions, the applicable aggregate Exercise Price shall be allocated to the share capital of the Company. If the applicable Exercise Price per Share issued is greater than the fractional value of the existing Shares immediately prior to the capital increase, then the applicable aggregate Exercise Price shall be allocated in such a manner that per Share issued (i) a part of the applicable aggregate Exercise Price equal to the fractional value of the existing Shares immediately prior to the capital increase shall be booked as share capital, and (ii) the balance of the applicable aggregate Exercise Price shall be booked as issue premium. Such issue premium shall be accounted for on the liabilities side of the Company's balance sheet as net equity. The account on which the issue premium shall be booked shall, like the share capital, serve as the guarantee for third parties and, save for the possibility of a capitalisation of those reserves, can only be reduced on the basis of a valid resolution of the general shareholders' meeting passed in the manner required for an amendment to the Company's articles of association.
- (b) Following the issue of new Shares and the capital increase resulting therefrom, each of the Shares (existing and new) shall represent the same fraction of the Company's share capital.

8. ADJUSTMENTS

8.1. General

- (a) Notwithstanding Article 501, paragraph 1 of the Belgian Companies Code (or its successor provision Article 7:71, §1 under the Belgian Companies and Associations Code), and with the exception of the issue of any Shares with a different fractional value (*fractiewaarde*) than the then existing Shares or with a par value (*nominale waarde*), of any securities with voting rights other than Shares or of any Equity Securities in relation to any Shares with a different fractional value (*fractiewaarde*) than the then existing Shares or with a par value (*nominale waarde*) or any securities with voting rights other than Shares and any reclassification of existing Shares (which shall not be permitted pursuant to this Article 8.1(a), the Company may proceed with all actions that it deems appropriate in relation to its capital, its articles of association, its financial condition, even if such actions lead to a reduction of the benefits allocated to the Warrant, including but not limited to, mergers or acquisitions, capital increases or reductions (including those subject to conditions precedent), the incorporation of reserves into the capital with or without the issue of new Shares, the issue of dividends or other distributions, the issue of other Equity Securities and the amendment of arrangements or provisions relating to the distribution of profits or liquidation proceeds, provided, however, that (i) the terms of the Warrant may not be amended without Investor's written consent, and (ii) that Shares issued or issuable under the Warrant shall not be treated differently (had they already been issued at that time) than other Shares already issued. If the rights of the holder of the Warrant are affected by an action or transaction permitted by the immediately preceding sentence, the holder of the Warrant will not be entitled to a change of the Exercise Price, the Reference Exercise Price or the Warrant Limit, an amendment to the Conditions or any other form of compensation (financial or otherwise) unless (i) specifically provided for in Articles 8.2 and 8.3 of these Conditions and/or (ii) such action or transaction was undertaken with the primary purpose of adversely affecting the rights or value of the Warrant.
- (b) The provisions of this Article 8 are without prejudice to the provisions of the Subscription Agreement (such as the anti-dilution protection).

8.2. Adjustments for Share Reorganisations

- (a) If at any time as of the Issue Date up to the Expiry Date there is a change of the fractional value of the Shares as a result of a consolidation (or reverse stock split), a subdivision (or stock split) or otherwise, in each such case without increase or reduction of the Company's share capital (each such transaction a "**Share Reorganisation**"), the Warrant Limit shall not be affected (since it is expressed as a percentage of the actually issued and outstanding Shares). In addition, the Exercise Price of the Warrant (i.e. on a per Share basis) shall be divided by a fraction, (A) the numerator of which is equal to the fractional value of the outstanding Shares of the Company immediately before to the Share Reorganisation, and (B) the denominator of which is equal to the fractional value of the outstanding Shares of the Company immediately after the Share Reorganisation.
- (b) Any adjustment made pursuant to paragraph (a) of this Article 8.2 shall become effective immediately after the effective date of the relevant Share Reorganisation that gives rise to such adjustment. The Company shall notify the holder of the Warrant of such adjustment by written notice as soon as practicable after the effective date of the Share Reorganisation concerned.

8.3. Adjustments for mergers and de-mergers

- (a) If at any time as of the Issue Date up to the Expiry Date there is a merger (*fusie / fusion*) of the Company with or into another legal person or entity whereby the Company is not the surviving entity or a de-merger (*splitsing / scission*) in whole or in part, whereby in each of these cases the Shares of the Company are exchanged into, or the shareholders of the Company receive, shares, other securities, cash or other property of one or more other legal persons or entities (each such legal person or entity a “**Successor Company**”) as a result of such merger or de-merger (each such transaction a “**Succession Transaction**”), then the Warrant shall be replaced by (or, if the Company survives, to the holder of the Warrant shall be issued) one or more warrants to be issued by each of the respective Successor Companies that give right to such respective shares, other securities, cash or other property that the holder of the Warrant concerned had been entitled to receive if the Warrant had been exercised in full up to the Warrant Limit immediately before to the occurrence of the Succession Transaction concerned but after giving effect to dilution upon the exercise or conversion of all rights to acquire Shares that are exercised or converted in connection with such transaction. The number of warrants to be so issued in replacement of the Warrant (or, if the Company survives, to be so issued), as well as the terms and conditions of such warrants (including the Exercise Price and the Warrant Limit) will need to be, as a whole, equivalent to the terms and conditions of the Warrant and have economically substantially the same effect for the holder of the Warrant concerned.
- (b) An adjustment made pursuant to paragraph (a) of this Article 8.3 shall become effective upon, and subject to, the completion of the Succession Transaction that gives rise to such adjustment. The Company (or the respective Successor Companies, as the case may be) shall notify the holder of the Warrant of such adjustment as soon as practicable after the completion of the Succession Transaction concerned.
- (c) In the case of any merger or de-merger of the Company as contemplated by paragraph (a) of this Article 8.3, the Company must procure that the successor or acquiring persons or entities shall expressly assume the due observance and performance of the covenants and obligations set out in the Conditions.

9. REPRESENTATIONS AND WARRANTIES

9.1. Representations and Warranties of the Company

Upon each exercise of the Warrant, the Company shall be deemed to represent and warrant to the holder of the Warrant on the date of the issue or delivery of the Shares to be issued or delivered by the Company upon such exercise of the Warrant:

- (a) **Incorporation.** It is duly incorporated and validly existing and in good standing under the laws of Belgium, with full power and authority to conduct its business and is not in violation of any of the provisions of its organisational documents.
- (b) **Validity of Shares and Absence of Breach.** Each Share to be issued or delivered by the Company upon such exercise of the Warrant, and, with respect to new Shares only, as of when issued and paid for in accordance with these Conditions, are validly and duly issued and fully paid ordinary shares of the Company in accordance with the applicable provisions of the Company’s organisational documents and Belgian law, having the same fractional value (*fractiewaarde*) as the then existing Shares, and free and clear of all liens, pledges, encumbrances, mortgages, security interests, or easement or transfer restrictions of any nature whatsoever (other than those that find

their origin solely with the holder of the Warrant and save for the transfer restrictions referred to in the Subscription Agreement, as the case may be). The issue or delivery of the Shares to be issued or delivered by the Company upon such exercise of the Warrant will not result in a breach of, default under any material agreement to which the Company is a party or the Company's organisational documents or any law, regulation or stock exchange rule, or give rise to the activation of any material rights of third parties under any agreement, law, rule or regulation binding on the Company or any of its subsidiaries.

- (c) **Consents.** All necessary consents, authorisations, notification, actions or things required to be taken, fulfilled or done under Belgian law or any of the Antitrust Laws (as defined in the Option, License and Collaboration Agreement) (including, without limitation, the obtaining of any consent or license or the making of any filing or registration) for the issue or delivery of the Shares to be issued or delivered by the Company upon such exercise of the Warrant, the actions contemplated by these Conditions and the Warrant or the compliance by the Company with the terms of these Conditions and the Warrant will, save as otherwise set forth in these Conditions in Article 4.3, be in full force and effect.
- (d) **Brokers and Finders.** No person will have, as a result of the exercise of the Warrant, any right, interest or claim against or upon the holder of the Warrant for any commission, fee or other compensation relating to the Shares to be issued or delivered by the Company upon such exercise of the Warrant.

9.2. Representations and Warranties of the holder of the Warrant

Upon each exercise of the Warrant, the holder of the Warrant shall be deemed to represent and warrant to the Company on the date of the issue or delivery of the Shares to be issued or delivered by the Company upon such exercise of the Warrant:

- (a) **Incorporation.** It is duly incorporated and validly existing and in good standing under the laws of its jurisdiction of incorporation, with full power and authority to conduct its business and is not in violation of any of the provisions of its organisational documents.
- (b) **Consents.** All necessary consents, authorisations, notification, actions or things required to be taken, fulfilled or done under the law applicable to its jurisdiction of organisation or incorporation, or any of the Antitrust Laws (as defined in the Option, License and Collaboration Agreement) (including, without limitation, the obtaining of any consent or license or the making of any filing or registration) for the exercise of the Warrant, the actions contemplated by these Conditions and the Warrant or the compliance by the Warrant holder with the terms of these Conditions and the Warrant will, save as otherwise set forth in those Conditions in Article 4.3, be in full force and effect.
- (c) **Information.** Without taking into account the Warrants or the shares issuable (but not yet issued) thereunder, except to give effect to the issue and delivery of the Shares to be issued or delivered by the Company to the Investor upon the particular exercise of the Warrant that occurs on the date that this representation and warranty is made, the Investor, the Parent Investor, and their respective Affiliates do not, directly or indirectly, own, or have the right to acquire, voting securities of the Company in excess of the Warrant Limit (assuming the exercise, conversion or exchange of any Equity Securities (other than the Warrants except as described in this Article 9.2(c)) held by any of them at that time that are exercisable, convertible or exchangeable into or for shares of the Company at that time) (the resulting number of securities rounded down).

10. MISCELLANEOUS

10.1. Binding nature of the Conditions

In the case of subscription for the Warrant, the subscriber shall be bound by, and deemed to have accepted, the present Conditions. In the event of a transfer of the Warrant (or any right thereto), the acquirer or transferee shall be bound by, and deemed to have accepted, the present Conditions.

10.2. Severability

Whenever possible, the provisions of the Conditions shall be interpreted in such a manner that they are valid and enforceable under the applicable legislation.

If any provision in these Conditions is held to be illegal, invalid or unenforceable, in whole or in part, under any applicable law, then such provision or part of it shall be deemed not to form part of these Conditions, and the legality, validity or enforceability of the remainder of these Conditions shall not be affected.

In that event, the illegal, invalid or non-enforceable provision or part thereof is automatically replaced with the legal, valid and enforceable provision that is the closest to the original provision or part thereof as regards content, bearing and intention.

10.3. Specific Enforcement

Notwithstanding anything in these Conditions to the contrary, nothing in these Conditions shall in any way limit the ability of the Company and the holder of the Warrant to seek or obtain from any court of competent jurisdiction any remedies available at law or in equity (including injunctive relief) to enforce any covenant or agreement of the holder of the Warrant respectively the Company hereunder.

10.4. Costs and expenses

The Company shall pay any stamp, issue, registration, documentary or other taxes and duties, including interest and penalties, payable in Belgium on or in connection with the issue or delivery of the Shares upon each exercise of the Warrant. The Company shall also pay all costs associated with the listing of the relevant Shares on the regulated markets of Euronext Brussels and Amsterdam (and such other regulated markets on which the Company's Shares will be trading at that time).

10.5. Governing law and jurisdiction

The Conditions and the Warrant and any non-contractual obligations arising out of or in connection with each of them are governed by, and are to be construed in accordance with, Belgian law.

Any dispute, controversy, difference or claim which may arise between the Company and the holder of the Warrant out of or in relation to or in connection with the Conditions or the Warrant (including arising out of or relating to the validity, construction, interpretation, enforceability, breach, performance, application, exercise, expiry or termination of the Conditions or the Warrant), shall be settled by binding arbitration in accordance with the applicable rules of the International Chamber of Commerce ("**ICC Rules**") by three (3) arbitrators, one chosen by the holder of the Warrant, one chosen by the Company and the third chosen by mutual agreement of the first two, and otherwise in accordance with the ICC Rules. The arbitrators shall have significant experience and shall have expertise in Belgian corporate law. Each of the Company and the holder of the Warrant may refer such dispute to

arbitration by submitting a written notice of such request to the holder of the Warrant respectively the Company. The place of arbitration shall be New York and the language (including all testimony, evidence and written documentation) shall be English. The arbitrators shall establish procedures to facilitate and complete such arbitration as soon and efficiently as practicable. Unless the arbitrators expressly determine otherwise, neither the Company nor the holder of the Warrant shall be required to give general discovery of documents, but may be required only to produce specific, identified documents that are relevant to the dispute. Each of the Company and the holder of the Warrant shall have the right to be represented by counsel. Any judgment or award rendered by the arbitrators shall be final and binding on the Company and the holder of the Warrant, and shall be governed by the terms and conditions hereof and the limitation on damages set forth in Article 13 of the Subscription Agreement. The parties hereto agree that such a judgment or award may be enforced in any court of competent jurisdiction. The statute of limitations of Belgian law applicable to the commencement of a lawsuit shall apply to the commencement of arbitration. The arbitrators shall determine the allocation of costs and expenses and attorneys' fees in the arbitration to be borne by each of the Company and the holder of the Warrant. All proceedings and decisions of the arbitrators shall be deemed Confidential Information (as set out in the Subscription Agreement) of each of the Company and the holder of the Warrant, and shall be subject to Article 13 of the Option, License and Collaboration Agreement.

10.6. Notices

Any notice, notification, demand or other communication (“**notice**”) to be given under these Conditions shall be in writing, shall specifically refer to these Conditions, and shall be addressed to the appropriate party at the address specified below or such other address as may be specified by such party in writing in accordance with this Article 10.6, and shall be deemed to have been given for all purposes (i) when received, if hand-delivered, sent by a reputable international expedited delivery service or sent by facsimile (with transmission confirmed), or (ii) five (5) Business Days after mailing, if mailed by first class certified or registered mail, postage prepaid, return receipt requested. Any notice delivered by facsimile shall be confirmed by a hard copy delivered by a reputable international expedited delivery service as soon as practicable thereafter. The current details for notices are:

- (a) if to the Company: the address of the Company’s registered office, with the notice made for the attention of the General Counsel of the Company, or the address for notices to the Company pursuant to the Subscription Agreement.
- (b) if to the holder of the Warrant: to such holder’s address as set out in the warrant register book, or the address for notices to such party (as the case may be) pursuant to the Subscription Agreement.

* * *

Annex 3 Simulations

The simulations below are based on the methodology and assumptions set out in section 5.1 of the special report to which this annex is attached.

A Current situation, before issuance of the Warrants - Basic

| | Equity (in EUR) |
|--|------------------------|
| Amount represented by 1 share ⁽¹⁾ | 33.95 |
| Total | 2,103,454,001.15 |

B Situation before issuance of the Warrants - Fully diluted ⁽²⁾

| | Equity (in EUR) |
|--|------------------------|
| Amount represented by 1 share ⁽¹⁾ | 36.92 |
| Total | 2,496,165,835.77 |

C Situation after issuance and exercise in full of the Initial Warrant A with an Exercise Price of EUR 140.59 and the Initial Warrant B with an Exercise Price of EUR 140.59 - Fully diluted ⁽³⁾

| | Equity (in EUR) |
|--|------------------------|
| Amount represented by 1 share ⁽¹⁾ | 49.64 |
| Total | 3,824,865,476.74 |

D Situation after issuance and exercise in full of the Initial Warrant A with an Exercise Price of EUR 140.59 and the Initial Warrant B with an Exercise Price of EUR 170 - Fully diluted ⁽³⁾

| | Equity (in EUR) |
|--|------------------------|
| Amount represented by 1 share ⁽¹⁾ | 51.52 |
| Total | 3,970,102,203.19 |

E Situation after issuance and exercise in full of the Initial Warrant A with an Exercise Price of EUR 140.59 and the Initial Warrant B with an Exercise Price of EUR 190 - Fully diluted ⁽³⁾

| | Equity (in EUR) |
|--|------------------------|
| Amount represented by 1 share ⁽¹⁾ | 52.80 |
| Total | 4,068,869,103.19 |

¹ Rounded up.

² Assuming that all 5,654,047 outstanding warrants are exercised, resulting in the issuance of 5,654,047 new shares, as a result of which the share capital of the Company would be represented by 67,607,878 shares (being the sum of (i) the 61,953,831 shares outstanding as at the date of the special report to which this annex is attached and (ii) the relevant 5,654,047 new shares).

³ Assuming that (i) all 5,654,047 outstanding warrants are exercised (resulting in the issuance of 5,654,047 new shares) and (ii) the Warrants are issued and exercised in full on the basis of the methodology and assumptions as set out in section 5.1 of the special report to which this annex is attached.

**GALAPAGOS**

Naamloze Vennootschap / Limited Liability Company
Generaal De Wittelaan L11 A3, 2800 Mechelen, Belgium
RPR / RLE (Antwerp, division Mechelen) 0466.460.429

Op 20 september 2019 bedraagt het totaal aantal aandelen en stemrechten van Galapagos NV
61.953.831

On 20 September 2019, the total number of shares and voting rights of Galapagos NV amounts to
61,953,831