

*Note: this is a translation into English of the official Dutch version of a deed of amendment to the articles of association of a public limited liability company under Dutch law. In the event of a conflict between the English and Dutch texts, the Dutch text shall prevail.*

**DEED OF AMENDMENT TO THE ARTICLES OF ASSOCIATION OF  
VIVORYON THERAPEUTICS N.V.**

On this, the [*date*], appeared before me, Paul Cornelis Simon van der Bijl, civil law notary in Amsterdam:

[*NautaDutilh employee, under proxy*].

The person appearing before me declared that the general meeting of **Vivoryon Therapeutics N.V.**, a public limited liability company under Dutch law, having its corporate seat in Amsterdam, with address: Weinbergweg 22, 06120 Halle, Germany, and trade register number: 81075480 (the "**Company**"), at a general meeting held in Amsterdam on the twenty-first day of June two thousand and twenty-four, decided, among other things, to amend the Company's articles of association (the "**Articles of Association**") in part.

A copy of the an extract from the minutes of the abovementioned meeting (the "**Extract**") will be attached to this Deed as an annex.

The Articles of Association were most recently amended by a deed executed on the twenty-ninth day of June two thousand and twenty-one before Jan Hein Frederik Siemerink, civil law notary at Amsterdam.

In order to carry out the abovementioned decision to amend the Articles of Association, the person appearing declared to hereby amend the Articles of Association in part, as set out below:

**A. Article 4 shall come to read as follows:**

**"4. Authorised capital**

4.1 The authorised capital (*maatschappelijk kapitaal*) of the Company is six hundred thousand euro (EUR 600,000.00).

4.2 The authorised capital of the Company is divided into sixty million (60,000,000) Shares, with a nominal value of one cent (EUR 0.01) each, numbered 1 through 60,000,000.

4.3 All Shares shall be registered. No share certificates shall be issued."

**B. Article 18.8 shall come to read as follows:**

"18.8 Board resolutions may at all times be adopted in writing, provided the proposal concerned is submitted to all Directors then in office in respect of whom no conflict of interest within the meaning of article 18.9 exists and none of them objects to this manner of adopting resolutions."

**C. A new paragraph shall be inserted in Article 21, as a result of which the article shall come to read as follows:**

**"21. Vacancy or inability to act**

21.1 If a seat on the Board is vacant or one or more Directors are unable to perform their duties, the remaining Directors or Director shall be temporarily entrusted with the management of the Company, without prejudice to the right of the Board to appoint

a person to temporarily replace the Director(s) concerned. If all seats on the Board are vacant or all Executive Directors or all Non-Executive Directors, as the case may be, are unable to perform their duties, one or more persons to be designated for that purpose by the General Meeting shall be temporarily entrusted with the exercise of the duties and authorities of the Board.

- 21.2 A Director shall be considered to be absent or unable to act, as applicable, within the meaning of article 21.1:
- a. during the existence of a vacancy on the Board, including as a result of:
    - i. the death of that Director;
    - ii. the dismissal of that Director by the General Meeting, other than at the proposal of the Board; or
    - iii. the voluntary resignation of that Director before the term of office of that Director has expired;
    - iv. not being reappointed by the General Meeting, notwithstanding a (binding) nomination to that effect by the Board, provided that the Board may always decide to decrease the number of Directors such that a vacancy no longer exists; or
  - b. during the suspension of that Director; or
  - c. in a period during which the Company has not been able to contact that Director (including as a result of illness), provided that such period lasted longer than five consecutive days (or such other period as determined by the Board on the basis of the facts and circumstances at hand)."

#### **FINAL STATEMENTS**

Finally, the person appearing declared:

- A.** by means of this Deed the nominal value of the shares in the capital of the Company, amounting to one euro (EUR 1) per share, shall be decreased to one cent (EUR 0.01) per share;
- B.** as a result hereof the issued capital of the Company immediately following the execution of this Deed will amount to **[amount]** euro (EUR **[amount]**), divided in **[number]** (**[number]**) shares, with a nominal value of one cent (EUR 0.01) each;
- C.** the difference between the issued capital of the Company immediately prior to the execution of this Deed and the issued capital of the Company immediately following the execution of this Deed amounts to **[amount]** euro (EUR **[amount]**), which amount shall be added to the Company's distributable reserves; and
- D.** that as evidenced by the Extract, the person appearing has been authorised to execute this Deed.

The person appearing is known to me, civil law notary.

This Deed was executed in Amsterdam on the date mentioned in its heading.

After I, civil law notary, had conveyed and explained the contents of the Deed in substance to the person appearing, the person appearing declared to have taken note of the contents of the Deed, to be in agreement with the contents and not to wish them to be read out in full. Following a partial reading, the Deed was signed by the person appearing and by me, civil law notary.