

SECURITIES AND EXCHANGE COMMISSION

FORM SC 13D/A

Schedule filed to report acquisition of beneficial ownership of 5% or more of a class of equity securities [amend]

Filing Date: **2023-07-07**
SEC Accession No. [0001193125-23-183874](#)

(HTML Version on secdatabase.com)

SUBJECT COMPANY

NewAmsterdam Pharma Co N.V.

CIK:[1936258](#) | IRS No.: **000000000** | State of Incorporation: **P7** | Fiscal Year End: **1231**
Type: **SC 13D/A** | Act: **34** | File No.: **005-93833** | Film No.: **231077556**
SIC: **2834** Pharmaceutical preparations

Mailing Address
GOOIMEER 2-35
NAARDEN P7 1411 DC

Business Address
GOOIMEER 2-35
NAARDEN P7 1411 DC
35 206 2971

FILED BY

Forbion Capital Fund IV Cooperatief U.A.

CIK:[1823747](#) | IRS No.: **981445896** | State of Incorporation: **P7** | Fiscal Year End: **1231**
Type: **SC 13D/A**

Mailing Address
GOOIMEER 2-35
NAARDEN P7 1411 DC

Business Address
GOOIMEER 2-35
NAARDEN P7 1411 DC
31 356993000

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

Schedule 13D

**Under the Securities Exchange Act of 1934
(Amendment No. 1)***

NewAmsterdam Pharma Company N.V.
(Name of Issuer)

Ordinary Shares, Nominal value 0.12 per share
(Title of Class of Securities)

N62509 109
(CUSIP Number)

**Forbion Capital Partners
Gooimeer 2-35
1411 DC Naarden
The Netherlands**
(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

June 5, 2023
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), (f) or (g), check the following box

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1	NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NO. OF ABOVE PERSON Forbion Capital Fund IV Coöperatief U.A.	
2	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)	
6	CITIZENSHIP OR PLACE OF ORGANIZATION The Netherlands	
	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 6,635,391
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 6,635,391
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 6,635,391	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 8.1% (1)	
14	TYPE OF REPORTING PERSON OO	

- (1) Based on 81,767,812 shares of the Issuer's Ordinary Shares outstanding upon closing of the June 2023 Offering (as defined below), as reported by the Issuer in its Form 424(b)(3) prospectus supplement filed with the Securities and Exchange Commission on June 8, 2023.

1	NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NO. OF ABOVE PERSON Forbion IV Management B.V.	
2	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)	
6	CITIZENSHIP OR PLACE OF ORGANIZATION The Netherlands	
	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 6,635,391
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 6,635,391
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 6,635,391	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 8.1% (1)	
14	TYPE OF REPORTING PERSON OO	

- (1) Based on 81,767,812 shares of the Issuer's Ordinary Shares outstanding upon closing of the June 2023 Offering, as reported by the Issuer in its Form 424(b)(3) prospectus supplement filed with the Securities and Exchange Commission on June 8, 2023.

1	NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NO. OF ABOVE PERSON Forbion Growth Opportunities Fund I Coöperatief U.A.	
2	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)	
6	CITIZENSHIP OR PLACE OF ORGANIZATION The Netherlands	
	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 4,543,897
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 4,543,897
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 4,543,897	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 5.6% ⁽¹⁾	
14	TYPE OF REPORTING PERSON OO	

- (1) Based on 81,767,812 shares of the Issuer's Ordinary Shares outstanding upon closing of the June 2023 Offering, as reported by the Issuer in its Form 424(b)(3) prospectus supplement filed with the Securities and Exchange Commission on June 8, 2023.

1	NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NO. OF ABOVE PERSON Forbion Growth Management B.V.
2	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3	SEC USE ONLY
4	SOURCE OF FUNDS (See Instructions) AF
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)
6	CITIZENSHIP OR PLACE OF ORGANIZATION The Netherlands
	7 SOLE VOTING POWER 0
	8 SHARED VOTING POWER 4,543,897
	9 SOLE DISPOSITIVE POWER 0
	10 SHARED DISPOSITIVE POWER 4,543,897
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 4,543,897
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 5.6% ⁽¹⁾
14	TYPE OF REPORTING PERSON OO

- (1) Based on 81,767,812 shares of the Issuer's Ordinary Shares outstanding upon closing of the June 2023 Offering, as reported by the Issuer in its Form 424(b)(3) prospectus supplement filed with the Securities and Exchange Commission on June 8, 2023.

1	NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NO. OF ABOVE PERSON ForGrowth NAP B.V.
2	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3	SEC USE ONLY
4	SOURCE OF FUNDS (See Instructions) WC, AF
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)
6	CITIZENSHIP OR PLACE OF ORGANIZATION The Netherlands
	7 SOLE VOTING POWER 0
	8 SHARED VOTING POWER 11,831,461
	9 SOLE DISPOSITIVE POWER 0
	10 SHARED DISPOSITIVE POWER 11,831,461
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 11,831,461
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 14.5% ⁽¹⁾
14	TYPE OF REPORTING PERSON OO

- (1) Based on 81,767,812 shares of the Issuer's Ordinary Shares outstanding upon closing of the June 2023 Offering, as reported by the Issuer in its Form 424(b)(3) prospectus supplement filed with the Securities and Exchange Commission on June 8, 2023.

1	NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NO. OF ABOVE PERSON Forbion Growth Opportunities Fund II Coöperatief U.A.	
2	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)	
6	CITIZENSHIP OR PLACE OF ORGANIZATION The Netherlands	
	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 0	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0%	
14	TYPE OF REPORTING PERSON OO	

1	NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NO. OF ABOVE PERSON Forbion II Management B.V.
2	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3	SEC USE ONLY
4	SOURCE OF FUNDS (See Instructions) AF
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)
6	CITIZENSHIP OR PLACE OF ORGANIZATION The Netherlands
	7 SOLE VOTING POWER 0
	8 SHARED VOTING POWER 0
	9 SOLE DISPOSITIVE POWER 0
	10 SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 0
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0%
14	TYPE OF REPORTING PERSON OO

1	NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NO. OF ABOVE PERSON Stichting Administratiekantoor NewAmsterdam Pharma	
2	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)	
6	CITIZENSHIP OR PLACE OF ORGANIZATION The Netherlands	
	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 0	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0% ⁽¹⁾	
14	TYPE OF REPORTING PERSON OO	

1	NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NO. OF ABOVE PERSON Forbion International Management B.V.
2	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3	SEC USE ONLY
4	SOURCE OF FUNDS (See Instructions) AF
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)
6	CITIZENSHIP OR PLACE OF ORGANIZATION The Netherlands
	7 SOLE VOTING POWER 0
	8 SHARED VOTING POWER 0
	9 SOLE DISPOSITIVE POWER 0
	10 SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 0
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0%
14	TYPE OF REPORTING PERSON OO

SCHEDULE 13D

Explanatory Statement

This Amendment No. 1 (“Amendment No. 1”) amends and supplements the Schedule 13D originally filed on June 30, 2023 (the “Schedule 13D”) relating to the ordinary shares (the “Ordinary Shares”), nominal value 0.12 per share, of NewAmsterdam Pharma Company N.V., a public limited liability company (naamloze vennootschap) incorporated under the laws of the Netherlands (the “Issuer”). Capitalized terms used herein and not otherwise defined shall have the same meanings ascribed to them in the Schedule 13D.

Item 2. Identity and Background:

Item 2 of the Schedule 13D is hereby amended and restated as follows:

The Schedule 13D is being jointly filed by:

- (i) Forbion Capital Fund IV Coöperatief U.A., a Dutch co-operative association (“Forbion IV”);
- (ii) Forbion IV Management B.V., a Dutch private company with limited liability (“Forbion IV Management”), the sole director of Forbion IV;
- (iii) Forbion Growth Opportunities Fund I Coöperatief U.A., a Dutch co-operative association (“Forbion Growth I”);
- (iv) Forbion Growth Management B.V., a Dutch private company with limited liability (“Forbion Growth Management”), the sole director of Forbion Growth I;
- (v) ForGrowth NAP B.V., a Dutch private company with limited liability (“ForGrowth”);
- (vi) Forbion Capital Fund II Coöperatief U.A., a Dutch co-operative association (“Forbion II”);
- (vii) Forbion II Management B.V., a Dutch private company with limited liability (“Forbion II Management”), the sole director of Forbion II;
- (viii) Stichting Administratiekantoor NewAmsterdam Pharma, a Dutch foundation (“STAK NAP”); and
- (ix) Forbion International Management B.V., a Dutch private company with limited liability (“FIM”), the sole director of STAK NAP.

The foregoing parties are sometimes referred to collectively herein as the “Reporting Persons”.

The Ordinary Shares that may be deemed to be beneficially owned by Forbion Growth I and Forbion IV are held through ForGrowth. ForGrowth is a joint investment vehicle wholly owned by Forbion Growth I and Forbion IV.

The Ordinary Shares that may be deemed to be beneficially owned by Forbion IV, Forbion Growth I and ForGrowth are held through NAP PoolCo B.V. (“PoolCo”). PoolCo is a Dutch limited liability company that holds Ordinary Shares on behalf of its shareholders. The governing documents of PoolCo vest voting and investment control over the Ordinary Shares held by PoolCo in PoolCo’s shareholders and, as a result, PoolCo disclaims beneficial ownership of such Ordinary Shares.

STAK NAP is a Dutch foundation that previously held Ordinary Shares on behalf of the holders of depositary receipts issued by STAK NAP. Pursuant to STAK NAP’s governing documents, STAK NAP, through its board, had the power to exercise all rights associated with the Ordinary Shares underlying the depositary receipts. As a result, STAK NAP may have been deemed to have had voting power over such securities. 2,828,380 Ordinary Shares that may have been deemed to have been

beneficially owned by Forbion II were previously underlying depositary receipts held by PoolCo through STAK NAP. FIM is the sole director of STAK NAP and may have been deemed to have had voting and dispositive power of the Ordinary Shares held by STAK NAP. A majority of the directors of FIM also constitute a majority of the directors of each of Forbion IV Management, Forbion Growth Management and Forbion II Management. As a result of the transactions reported in this Amendment No. 1, STAK NAP and FIM no longer may be deemed to beneficially own any Ordinary Shares.

BioGeneration II Management B.V. (“BGM II”) is an indirect joint venture between the BGM II investment team and the partners of Forbion II Management. BGM II is the director of (1) BioGeneration Ventures II B.V., which, through PoolCo, may have been deemed to have beneficially owned 415,873 Ordinary Shares underlying depositary receipts issued by STAK NAP, (2) BGV II Coöperatief U.A. which, through PoolCo, may have been deemed to have beneficially owned 2,269 Ordinary Shares underlying depositary receipts issued by STAK NAP, and (3) BioGeneration II Co-Invest B.V. which through PoolCo may have been deemed to have beneficially owned 11,958 Ordinary Shares underlying depositary receipts issued by STAK NAP. Each of the Reporting Persons disclaim beneficial ownership of the Ordinary Shares that may have been deemed to have been beneficially owned by BGM II and/or its related entities as described above. As a result of the transactions reported in this Amendment No. 1, BGM II and/or its related entities as described above no longer may be deemed to beneficially own any Ordinary Shares.

The Business address and principal office address of the Reporting Persons is Gooimeer 2-35, 1411 DC Naarden, The Netherlands. The principal business of each of the Reporting Persons is capital investing on behalf of its investors.

During the last five years, none of the Reporting Persons has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

During the last five years, none of the Reporting Persons has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violation of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Item 3. Source and Amount of Funds or Other Consideration:

Item 3 of the Schedule 13D is hereby amended to include the following:

On June 5, 2023, Forbion IV and Forbion Growth I transferred record ownership of 6,635,391 and 4,543,897 Ordinary Shares, respectively, to PoolCo in exchange for (i) PoolCo issuing equity interests to ForGrowth, and (ii) Forbion IV and Forbion Growth I receiving additional interests in ForGrowth. The transfer of the Ordinary Shares from Forbion IV and Forbion Growth I to PoolCo was effected pursuant to the Issuer’s registration statement on Form F-1, as amended (File No. 333-268888).

On June 9, 2023, PoolCo and STAK NAP sold record ownership of 5,252,392 and 5,326,818 Ordinary Shares, respectively, in an underwritten public offering (the “June 2023 Offering”). Of the 5,252,392 Ordinary Shares sold by PoolCo, 4,983,920 Ordinary Shares were beneficially owned by Forbion Capital Fund II Cooperatief U.A. (“Forbion II”). Of the 5,326,818 Ordinary Shares sold by STAK NAP, 2,828,380 shares were underlying depositary receipts beneficially owned by Forbion II, and 430,100 shares were underlying depositary receipts beneficially owned by entities affiliated with BGM II. The sale of the Ordinary Shares by PoolCo and STAK NAP was effected pursuant to the Issuer’s registration statement on Form F-1, as amended (File No. 333-268888).

On June 9, 2023, ForGrowth purchased 652,173 Ordinary Shares from the underwriters in the June 2023 Offering at a price of \$11.50 per share for a total purchase price of \$7,498,551.14. ForGrowth used its own working capital to acquire the foregoing securities.

Item 5. Interest in Securities of the Issuer:

Item 5 of the Schedule 13D is hereby amended and restated as follows:

The information set forth in Items 2, 3 and 6 and on the cover pages of this Schedule 13D is incorporated by reference in its entirety into this Item 5.

(a) - (b) (i) Forbion Growth I may be deemed to beneficially own 4,543,897 Ordinary Shares held through ForGrowth, representing approximately 5.6% of the outstanding Ordinary Shares, (ii) Forbion IV may be deemed to beneficially own 6,635,391 Ordinary Shares held through ForGrowth, representing approximately 8.1% of the of the outstanding Ordinary Shares, (iii) ForGrowth may be deemed to beneficially own 11,831,461 Ordinary Shares, including an aggregate of 11,179,288 Ordinary Shares allocable to Forbion Growth I and Forbion IV through ForGrowth's interest in PoolCo, (iv) Forbion II and Forbion II Management no longer may be deemed to beneficially own any Ordinary Shares, and (v) STAK NAP and FIM no longer may be deemed to beneficially own any Ordinary Shares.

Forbion Growth Management may be deemed to beneficially own the Ordinary Shares that may be deemed to be beneficially owned by Forbion Growth I, and Forbion IV Management may be deemed to beneficially own the Ordinary Shares that may be deemed to be beneficially owned by Forbion IV.

The percentage of the outstanding Ordinary Shares that may be deemed to be beneficially owned by the Reporting Persons is based on 81,767,812 shares of the Issuer's Ordinary Shares outstanding upon closing of the June 2023 Offering, as reported by the Issuer in its Form 424(b)(3) prospectus supplement filed with the Securities and Exchange Commission on June 8, 2023.

(c) Except as described in Item 3 above, none of the Reporting Persons has effected any transaction of the Issuer's Ordinary Shares during the past sixty days.

(d) Except as otherwise described in this Item 5, no one other than the Reporting Persons has the right to receive, or the power to direct the receipt of, dividends from, or the proceeds from the sale of, any of the Ordinary Shares beneficially owned by the Reporting Persons as described in this Item 5.

(e) On June 9, 2023, each of Forbion II, Forbion II Management, STAK NAP and FIM ceased to be the beneficial owner of any Ordinary Shares.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer:

Item 6 of the Schedule 13D is hereby amended to include the following:

In connection with the June 2023 Offering, STAK NAP entered into a lock-up agreement (the "June 2023 Lock-Up Agreement") with the representatives of the several underwriters of the June 2023 Offering, pursuant to which it agreed, subject to certain exceptions, not to sell or offer to sell any Ordinary Shares or securities convertible into or exercisable or exchangeable for, Ordinary Shares for a period of 90 days after the date of the prospectus relating to the June 2023 Offering without the prior written consent of each of the representatives. Other stockholders of the company, including PoolCo, also entered into similar lockup agreements.

The foregoing summary of the June 2023 Lock-Up Agreement does not purport to be complete and is qualified in its entirety by reference to the June 2023 Lock-Up Agreement, which is filed as Exhibit 99.6 hereto and incorporated by reference herein.

Item 7. Material to Be Filed as Exhibits:

Exhibit 99.5 Joint Filing Agreement (filed herewith).

Exhibit 99.6 Form of June 2023 Lock-Up Agreement (filed herewith).

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: June 30, 2023

FORBION CAPITAL FUND IV COÖPERATIEF U.A.

By: Forbion IV Management B.V., its director

By: FCPM III Services B.V., its director

By: /s/ V. van Houten /s/ H.A. Slootweg

Name: V. van Houten and H.A. Slootweg

Title: Directors

FORBION IV MANAGEMENT B.V.

By: FCPM III Services B.V., its director

By: /s/ V. van Houten /s/ H.A. Slootweg

Name: V. van Houten and H.A. Slootweg

Title: Directors

**FORBION GROWTH OPPORTUNITIES FUND I
COÖPERATIEF U.A.**

By: Forbion Growth Management B.V., its director

By: FCPM III Services B.V., its director

By: /s/ V. van Houten /s/ H.A. Slootweg

Name: V. van Houten and H.A. Slootweg

Title: Directors

FORBION GROWTH MANAGEMENT B.V.

By: FCPM III Services B.V., its director

By: /s/ V. van Houten /s/ H.A. Slootweg

Name: V. van Houten and H.A. Slootweg

Title: Directors

FORBION CAPITAL FUND II COÖPERATIEF U.A.

By: Forbion II Management B.V., its director

By: FCPM III Services B.V., its director

By: /s/ V. van Houten /s/ H.A. Slootweg

Name: V. van Houten and H.A. Slootweg

Title: Directors

FORBION II MANAGEMENT B.V.

By: FCPM III Services B.V., its director

By: /s/ V. van Houten /s/ H.A. Slootweg

Name: V. van Houten and H.A. Slootweg

Title: Directors

**STICHTING ADMINISTRATIEKANTOOR
NEWAMSTERDAM PHARMA**

By: Forbion International Management BV, its director

By: /s/ V. van Houten /s/ H.A. Slootweg

Name: V. van Houten and H.A. Slootweg

Title: Directors

FORBION INTERNATIONAL MANAGEMENT B.V.

By: /s/ V. van Houten /s/ H.A. Slootweg

Name: V. van Houten and H.A. Slootweg

Title: Directors

FORGROWTHNAP B.V.

By: /s/ V. van Houten /s/ H.A. Slootweg

Name: V. van Houten and H.A. Slootweg

Title: Directors

JOINT FILING AGREEMENT

The undersigned acknowledge and agree that the foregoing statement on Schedule 13D is filed on behalf of each of the undersigned and that all subsequent amendments to this statement on Schedule 13D may be filed on behalf of each of the undersigned without the necessity of filing additional joint filing agreements. The undersigned acknowledge that each shall be responsible for the timely filing of such amendments, and for the completeness and accuracy of the information concerning him or it contained herein or therein, but shall not be responsible for the completeness and accuracy of the information concerning the others, except to the extent that he or it knows or has reason to believe that such information is inaccurate.

Dated: June 30, 2023

FORBION CAPITAL FUND IV COÖPERATIEF U.A.

By: Forbion IV Management B.V., its director

By: FCPM III Services B.V., its director

By: /s/ V. van Houten /s/ H.A. Slootweg
 Name: V. van Houten and H.A. Slootweg
 Title: Directors

FORBION IV MANAGEMENT B.V.

By: FCPM III Services B.V., its director

By: /s/ V. van Houten /s/ H.A. Slootweg
 Name: V. van Houten and H.A. Slootweg
 Title: Directors

**FORBION GROWTH OPPORTUNITIES FUND I
COÖPERATIEF U.A.**

By: Forbion Growth Management B.V., its director

By: FCPM III Services B.V., its director

By: /s/ V. van Houten /s/ H.A. Slootweg
 Name: V. van Houten and H.A. Slootweg
 Title: Directors

FORBION GROWTH MANAGEMENT B.V.

By: FCPM III Services B.V., its director

By: /s/ V. van Houten /s/ H.A. Slootweg
 Name: V. van Houten and H.A. Slootweg
 Title: Directors

FORBION CAPITAL FUND II COÖPERATIEF U.A.

By: Forbion II Management B.V., its director

By: FCPM III Services B.V., its director

By: /s/ V. van Houten /s/ H.A. Slootweg
 Name: V. van Houten and H.A. Slootweg
 Title: Directors

FORBION II MANAGEMENT B.V.

By: FCPM III Services B.V., its director

By: /s/ V. van Houten /s/ H.A. Slootweg

Name: V. van Houten and H.A. Slootweg

Title: Directors

**STICHTING ADMINISTRATIEKANTOOR
NEWAMSTERDAM PHARMA**

By: Forbion International Management BV, its director

By: /s/ V. van Houten /s/ H.A. Slootweg

Name: V. van Houten and H.A. Slootweg

Title: Directors

FORBION INTERNATIONAL MANAGEMENT B.V.

By: /s/ V. van Houten /s/ H.A. Slootweg

Name: V. van Houten and H.A. Slootweg

Title: Directors

FORGROWTHNAP B.V.

By: /s/ V. van Houten /s/ H.A. Slootweg

Name: V. van Houten and H.A. Slootweg

Title: Directors

Lock-up Agreement

June __, 2023

Jefferies LLC
SVB Securities LLC

As Representatives of the Several Underwriters

c/o Jefferies LLC
520 Madison Avenue
New York, New York 10022

and

c/o SVB Securities LLC
1301 Avenue of the Americas, 12th Floor
New York, New York 10019

RE: NewAmsterdam Pharma Company N.V. (the “**Company**”)

Ladies & Gentlemen:

The undersigned is an officer and/or director of the Company and/or an owner of ordinary shares, nominal value 0.12 per share, of the Company (“**Shares**”) or of securities convertible into or exchangeable or exercisable for Shares. The undersigned understands that a public offering of Shares (the “**Offering**”) is contemplated pursuant to an Underwriting Agreement (the “**Underwriting Agreement**”) to be entered into by and among the Company, certain selling shareholders identified therein (the “**Selling Shareholders**”) and Jefferies LLC and SVB Securities LLC, as the representatives (the “**Representatives**”) of the several underwriters to be named therein (collectively, the “**Underwriters**”). The undersigned recognizes that the Offering will benefit each of the Company, the Selling Shareholders and the undersigned. The undersigned acknowledges that the Underwriters are relying on the representations and agreements of the undersigned contained in this letter agreement in conducting the Offering and, at a subsequent date, in entering into the Underwriting Agreement and other underwriting arrangements with the Company and the Selling Shareholders with respect to the Offering.

Annex A sets forth definitions for capitalized terms used in this letter agreement that are not defined in the body of this letter agreement. Those definitions are a part of this letter agreement.

In consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agrees that, during the Lock-up Period, the undersigned will not (and will cause any Family Member not to), subject to the exceptions set forth in this letter agreement, without the prior written consent of each of the Representatives, which may withhold their consent in their sole discretion:

Sell or Offer to Sell any Shares or Related Securities currently or hereafter owned either of record or beneficially (as defined in Rule 13d-3 under the Exchange Act) by the undersigned or such Family Member, enter into any Swap, make any demand for, or exercise any right with respect to, the registration under the Securities Act of the offer and sale of any Shares or Related Securities, or cause to be filed a registration statement, prospectus or prospectus supplement (or an amendment or supplement thereto) with respect to any such registration, or publicly announce any intention to do any of the foregoing. The foregoing will not apply to the registration of the offer and sale of the Shares, and the sale of the Shares to the Underwriters, in each case as contemplated by the Underwriting Agreement or to any transfer to a nominee or custodian in connection with such sale.

Notwithstanding the foregoing, the undersigned may transfer the undersigned’s Shares or Related Securities:

(i) as a *bona fide* gift or gifts or for estate planning purposes, *provided* that the donee or donees thereof agree to be bound in writing by the restrictions set forth herein, *provided further* that any such transfer shall not involve a disposition for value, and *provided further* that any required filing under Section 13 or Section 16(a) of the Exchange Act or other public announcement with regard to this clause (i) shall clearly indicate that such filing or public announcement relates to the circumstances described in this clause (i);

(ii) to the Company pursuant to a net exercise or cashless exercise by the undersigned of outstanding equity awards pursuant to an employee benefit plan of the Company as in effect and disclosed in the final prospectus relating to the Offering (the “**Prospectus**”), including to satisfy the exercise price or withholding tax or remittance obligations;

(iii) to (a) any Family Member of the undersigned or any successor thereto upon death, (b) any trust for the direct or indirect benefit of the undersigned and/or a Family Member of the undersigned, or (c) any corporation, partnership, limited liability company or other entity, the equity holders of which consist of the undersigned and/or the undersigned’s Family Member(s), *provided* that the transferee agrees to be bound in writing by the restrictions set forth herein, *provided further* that any such transfer shall not involve a disposition for value, and *provided further* that any required filing under Section 13 or Section 16(a) of the Exchange Act or other public announcement with regard to this clause (iii) shall clearly indicate that such filing or public announcement relates to the circumstances described in this clause (iii);

(iv) by will or intestate succession upon the death of the undersigned, *provided* that, unless prohibited by an order of a court or applicable law, the transferee agrees to be bound in writing by the restrictions set forth herein, *provided further* that any such transfer shall not involve a disposition for value, and *provided further* that any required filing under Section 13 or Section 16(a) of the Exchange Act or other public announcement with regard to this clause (iv) shall clearly indicate that such filing or public announcement relates to the circumstances described in this clause (iv);

(v) by operation of law or by order of a court of competent jurisdiction pursuant to a qualified domestic order or in connection with a divorce settlement, *provided* that, unless prohibited by an order of a court or applicable law, the transferee agrees to be bound in writing by the restrictions set forth herein, *provided further* that any such transfer shall not involve a disposition for value, and *provided further* that any required filing under Section 13 or Section 16(a) of the Exchange Act or other public announcement with regard to this clause (v) shall clearly indicate that such filing or public announcement relates to the circumstances described in this clause (v);

(vi) to any charity or educational institution, *provided* that such charity or education institution agrees to be bound in writing by the restrictions set forth herein, *provided further* that any such transfer shall not involve a disposition for value, and *provided further* that any required filing under Section 13 or Section 16(a) of the Exchange Act or other public announcement with regard to this clause (vi) shall clearly indicate that such filing or public announcement relates to the circumstances described in this clause (vi);

(vii) pursuant to a distribution, transfer or other disposition to partners, members or stockholders of the undersigned; *provided* that any required filing under Section 13 or Section 16(a) of the Exchange Act or other public announcement with regards to this clause (vii) shall clearly indicate that such filing or public announcement relates to the circumstances described in this clause (vii), and *provided further* that such partner, member or stockholder agrees to be bound in writing by the restrictions set forth herein;

(viii) pursuant to a bona fide third party tender offer, merger, consolidation or other similar transaction made to all holders of the Shares involving a Change of Control of the Company after the closing of the Offering and approved by the Company’s board of directors, *provided* that all of the undersigned’s Shares or Related Securities subject to this letter agreement that are not so transferred, sold or tender or otherwise disposed of remain subject to this letter agreement, *provided further* that in the event that the tender offer, merger, consolidation or other such transaction is not completed, the Shares and Related Securities owned by the undersigned shall remain subject to the restrictions contained in this letter agreement; or (ix) as part of a sale, transfer or other disposition of the undersigned’s Shares or Related Securities acquired (a) from the Underwriters in the Offering or (b) in open market transactions on or after the date of the Prospectus (other than any Shares or Related Securities purchased by an officer or director of the Company), *provided* that any required filing under Section 13 or Section 16(a) of the Exchange Act or other public announcement with regard to this clause (ix) shall clearly indicate that such filing or public announcement relates to the circumstances described in this clause (ix).

In addition, notwithstanding the foregoing, if the undersigned is a corporation, partnership, limited liability company or other entity, such entity may transfer any Shares or Related Securities to any Affiliate of such entity or to any investment fund or other entity controlling, controlled by, managing or managed by or under common control or management with the undersigned or any Affiliate of the undersigned; *provided, however*, that in any such case, it shall be a condition to the transfer that the transferee agrees to be bound in writing to the restrictions set forth herein, *provided further* that any such transfer shall not involve a disposition for value, and *provided further* that any required filing under Section 13 or Section 16(a) of the Exchange Act or other public announcement with regards to this paragraph shall clearly indicate that such filing or public announcement relates to the circumstances described in this paragraph.

Nothing in this letter agreement restricts or prohibits the undersigned from exercising any options or warrants to purchase Shares of the Company or settling any restricted stock units or other equity awards described in the Prospectus (which exercises or settlement may be effected on a cashless basis to the extent the instruments representing such options, warrants, restricted stock units or other equity awards permit exercises or settlement on a cashless basis), insofar as such option, warrant, restricted stock unit or other equity award is outstanding as of the date of the Prospectus, or the vesting of an award of Shares or any related transfer of Shares to the Company in connection therewith, it being understood that any Shares issued upon such exercises or settlement will be subject to the restrictions of this letter agreement.

The undersigned also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of Shares or Related Securities held by the undersigned and the undersigned's Family Members, if any, except in compliance with the foregoing restrictions.

With respect to the Offering only, and only to the extent not exercised prior to the date hereof, the undersigned waives any registration rights relating to registration under the Securities Act of the offer and sale of any Shares and/or any Related Securities owned either of record or beneficially by the undersigned, including any rights to receive notice of the Offering.

The undersigned confirms that the undersigned has not, and has no knowledge that any Family Member has, directly or indirectly, taken any action designed to or that might reasonably be expected to cause or result in the stabilization or manipulation of the price of any security of the Company to facilitate the sale of the Shares. The undersigned will not, and will cause any Family Member not to take, directly or indirectly, any such action.

In addition, the undersigned may enter into a plan designed to satisfy the requirements of Rule 10b5-1 (a "**10b5-1 Plan**") under the Exchange Act (other than the entry into such a plan in such a manner as to allow the sale of Shares, within the Lock-Up Period); *provided, however*, that no sale of Shares may be made under such 10b5-1 Plan during the Lock-Up Period and any required public disclosure of such plan includes the restrictions set forth in this letter agreement.

If any record or beneficial owner of any Shares or Related Securities, which shall include for avoidance of doubt, any officer or director, other than the undersigned (each, a "**Triggering Shareholder**") is granted an early release from the restrictions of any lock-up agreement such as those described herein during the Lock-Up Period (each, a "**Triggering Release**"), then the undersigned shall also be automatically granted an early release from its obligations hereunder with respect to the same percentage of the undersigned's Shares as the percentage that the Shares being released in the Triggering Release represent with respect to the Shares held by the Triggering Shareholder at the time of the Triggering Release; provided that the foregoing pro rata release will not apply if (a) the aggregate number of Shares released pursuant to all Triggering Releases is less than or equal to 1.0% of the total number of outstanding Shares calculated as of the date of the Underwriting Agreement, or (b) a Triggering Release is effected solely to permit a transfer not for consideration and the transferee has agreed in writing to be bound by the same terms described in this letter agreement to the extent and for the duration that such terms remain in effect at the time of the transfer. Notwithstanding the foregoing, no early release shall result in a Triggering Release if such early release is in connection with any underwritten public offering, whether or not such offering or sale is wholly or partially a secondary offering of Shares, during the Lock-Up Period if the undersigned is offered the opportunity to participate on a pro rata basis with and otherwise on the same terms as any other equityholders in such underwritten public offering, subject to the provisions of the Investor Rights Agreement, dated as of November 22, 2022, by and among the Company and the parties listed on Schedule I thereto, if the undersigned is party thereto. The Representatives shall use commercially reasonable efforts to provide notice to the Company within two business days upon the occurrence of a Triggering Release, and the Company, in turn, shall notify the undersigned within two business days thereafter that the same percentage of Shares held by the undersigned has been released from the restrictions set forth in this letter agreement; provided that, the failure to give such notice (unless such failure is finally judicially determined to have resulted from bad faith) shall not give rise to any claim or liability against the Underwriters or the Company. The undersigned further acknowledges that the Representatives are under no obligation to inquire into whether, or to ensure that, the Company notifies the undersigned of the delivery by the Representatives of any such notice, which is a matter between the undersigned and the Company. For purposes of determining record or beneficial ownership of a shareholder, all Shares held by investment funds affiliated with such shareholder shall be aggregated.

The undersigned acknowledges and agrees that the underwriters have not provided any recommendation or investment advice nor have the underwriters solicited any action from the undersigned with respect to the Offering and the undersigned has consulted their own legal, accounting, financial, regulatory and tax advisors to the extent deemed appropriate. The undersigned further acknowledges and agrees that, although the Representatives may be required or choose to provide certain Regulation Best Interest and Form CRS disclosures to you in connection with the Offering, the Underwriters are not making a recommendation to you to enter into this letter agreement, and nothing set forth in such disclosures is intended to suggest that any Representative or any Underwriter is making such a recommendation.

If (i) the Company, on the one hand, or the Representatives, on the other hand, notifies the other in writing that it does not intend to proceed with the Offering, (ii) the Company files an application to withdraw the registration statement related to the Offering, (iii) the Underwriting Agreement is not executed on or before July 14, 2023 or (iv) the Underwriting Agreement (other than the provisions thereof that survive termination) terminates or is terminated prior to the closing date of the Offering, then in each case, this letter agreement shall automatically, and without any action on the part of any other party, terminate and be of no further force and effect, and the undersigned shall automatically be released from the obligations under this letter agreement.

Whether or not the Offering occurs as currently contemplated or at all depends on market conditions and other factors. The Offering will only be made pursuant to the Underwriting Agreement, the terms of which are subject to negotiation among the Company, the Selling Shareholders and the Underwriters.

The undersigned hereby represents and warrants that the undersigned has full power, capacity and authority to enter into this letter agreement. This letter agreement is irrevocable and will be binding on the undersigned and the successors, heirs, personal representatives and assigns of the undersigned.

This letter agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

Signature

Printed Name of Person Signing

*(Indicate capacity of person signing if
signing as custodian or trustee, or on behalf
of an entity*

Annex A
Certain Defined Terms
Used in Lock-up Agreement

For purposes of the letter agreement to which this Annex A is attached and of which it is made a part:

“**Affiliate**” shall have the meaning set forth in Rule 405 under the Securities Act.

“**Call Equivalent Position**” shall have the meaning set forth in Rule 16a-1(b) under the Exchange Act.

“**Change of Control**” shall mean any bona fide third party tender offer, merger, consolidation or other similar transaction, in one transaction or a series of related transactions, the result of which is that any “person” (as defined in Section 13(d)(3) of the Exchange Act), or group of persons, other than the Company or its subsidiaries, becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 of the Exchange Act) of 50% or more of the total voting power of the voting stock of the Company (or the surviving entity).

“**Exchange Act**” shall mean the Securities Exchange Act of 1934, as amended.

“**Family Member**” shall mean the spouse of the undersigned, an immediate family member of the undersigned or an immediate family member of the undersigned’s spouse, in each case living in the undersigned’s household or whose principal residence is the undersigned’s household (regardless of whether such spouse or family member may at the time be living elsewhere due to educational activities, health care treatment, military service, temporary internship or employment or otherwise). “**Immediate family member**” as used above shall have the meaning set forth in Rule 16a-1(e) under the Exchange Act.

“**Lock-up Period**” shall mean the period beginning on the date hereof and continuing through the close of trading on the date that is 90 days after the date of the Prospectus (as defined in the Underwriting Agreement).

“**Put Equivalent Position**” shall have the meaning set forth in Rule 16a-1(h) under the Exchange Act.

“**Related Securities**” shall mean any options or warrants or other rights to acquire Shares or any securities exchangeable or exercisable for or convertible into Shares, or to acquire other securities or rights ultimately exchangeable or exercisable for or convertible into Shares.

“**Securities Act**” shall mean the Securities Act of 1933, as amended.

“**Sell or Offer to Sell**” shall mean to:

sell, offer to sell, contract to sell or lend,

effect any short sale or establish or increase a Put Equivalent Position or liquidate or decrease any Call Equivalent Position

pledge, hypothecate or grant any security interest in, or

in any other way transfer or dispose of,

in each case whether effected directly or indirectly.

“**Swap**” shall mean any swap, hedge or similar arrangement or agreement that transfers, in whole or in part, the economic risk of ownership of Shares or Related Securities, regardless of whether any such transaction is to be settled in securities, in cash or otherwise.

Capitalized terms not defined in this Annex A shall have the meanings given to them in the body of this letter agreement.