

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

**FORM 8-K**

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

**Date of Report (Date of earliest event reported): July 22, 2024**

**HOOKIPA Pharma Inc.**  
(Exact name of registrant as specified in its Charter)

**Delaware**  
(State or Other Jurisdiction  
of Incorporation)

**001-38869**  
(Commission  
File Number)

**81-5395687**  
(IRS Employer  
Identification No.)

**350 Fifth Avenue, 72nd Floor,  
Suite 7240  
New York, New York**  
(Address of Principal Executive Offices)

**10118**  
(Zip Code)

**Registrant's telephone number, including area code: +43 1 890 63 60**

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instructions A.2. below):

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

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

<b>Title of each class</b>	<b>Trading Symbol(s)</b>	<b>Name of each exchange on which registered</b>
Common Stock, \$0.0001 par value per share	HOOK	The Nasdaq Capital Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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

*Departure of Joern Aldag as Chief Executive Officer and a Director*

On July 22, 2024, Joern Aldag separated as the Chief Executive Officer of HOOKIPA Pharma Inc. (the “Company”). Mr. Aldag also resigned from his position as a director of the Company on July 23, 2024 following his separation as Chief Executive Officer as stipulated by his employment agreement with Hookipa Biotech GmbH (“Hookipa Biotech”), the Company’s wholly owned subsidiary, pursuant to which Mr. Aldag provided services to the Company. Mr. Aldag’s resignation as a director was not the result of a disagreement with the Company on any matter relating to the Company’s operations, policies or practices.

In connection with his separation, Mr. Aldag will receive compensation consistent with his employment agreement, which is filed as Exhibit 10.12 to the Company’s Registration Statement on Form S-1 filed with the Securities and Exchange Commission (“SEC”) on April 8, 2019 and the material terms of which are described under the caption “Executive Compensation—Narrative Disclosure to Summary Compensation Table—Amended and Restated Employment Agreements with our Named Executive Officers.” The Company anticipates Mr. Aldag and Hookipa Biotech entering into a termination agreement memorializing Mr. Aldag’s severance benefits, a copy of which the Company intends to file with the Company’s Quarterly Report on Form 10-Q for the quarter ended June 30, 2024.

*Departure of Reinhard Kandra as Chief Financial Officer and a Director*

On July 22, 2024, Reinhard Kandra separated as the Chief Financial Officer of the Company. Mr. Kandra also resigned from his position as a director of the Company on July 23, 2024 following his separation as Chief Financial Officer as stipulated by his employment agreement with Hookipa Biotech, pursuant to which Mr. Kandra provided services to the Company. Mr. Kandra’s resignation as a director was not the result of a disagreement with the Company on any matter relating to the Company’s operations, policies or practices.

In connection with his separation, Mr. Kandra will receive compensation consistent with his employment agreement, which is filed as Exhibit 10.13 to the Company’s Registration Statement on Form S-1 filed with the SEC on April 8, 2019 and the material terms of which are described under the caption “Executive Compensation—Narrative Disclosure to Summary Compensation Table—Amended and Restated Employment Agreements with our Named Executive Officers.” The Company anticipates Mr. Kandra and Hookipa Biotech entering into a termination agreement memorializing Mr. Kandra’s severance benefits, a copy of which the Company intends to file with the Company’s Quarterly Report on Form 10-Q for the quarter ended June 30, 2024.

*Appointment of Malte Peters, M.D., as Chief Executive Officer*

On July 22, 2024, the Company’s board of directors (the “Board”) appointed Malte Peters, M.D., as the Company’s Chief Executive Officer and President, effective July 22, 2024. Dr. Peters will perform the functions of the Company’s principal executive officer. Dr. Peters will continue to serve as a Class II director, to serve until the Company’s 2027 annual meeting of stockholders and until his successor is duly elected and qualified.

Information regarding Dr. Peters’ background and business experience is set forth under the caption “Class II Director Nominees for a Term Expiring at the 2027 Annual Meeting of Stockholders” in the Company’s definitive proxy statement filed with the SEC on April 26, 2024 and is incorporated herein by reference.

In connection with his appointment as Chief Executive Officer, Hookipa Biotech entered into an employment agreement with Dr. Peters (the “Peters Employment Agreement”), pursuant to which Dr. Peters provides services as Chief Executive Officer of the Company and Hookipa Biotech. Under the Peters Employment Agreement, Dr. Peters will receive an annual base salary of \$630,000, which is subject to redetermination annually by the Compensation Committee of the Board (the “Compensation Committee”), and he is eligible to earn annual incentive compensation of up to 55% of his base salary. Dr. Peters was also granted a restricted stock unit award covering a number of shares of common stock of the Company with a value equal to \$700,000 determined by reference to the closing trading price per share of common stock on the Nasdaq Capital Market on his start date, which shall vest and settle in two equal annual installments upon the first and second anniversaries of his start date subject to his continued employment through each such date. Dr. Peters is also eligible to participate in the employee benefit plans available to Hookipa Biotech employees, including the Company’s stock option plan, subject to the terms of those plans. Additionally, Dr. Peters is entitled to receive reimbursement for certain business travel expenses. In the event that Dr. Peters is liable for and pays social security costs in both Germany and Austria, without any corresponding credit, the Company will reimburse Dr. Peters for up to €25,000 of social security costs per year. The Peters Employment Agreement contains standard confidentiality, assignment of intellectual property work product and 12 months’ post-termination noncompetition, non-solicitation of employee, and non-solicitation of customer covenants.

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The Peters Employment Agreement may be terminated by either party at the end of each calendar month by giving six months' prior notice. If Mr. Peters' employment is terminated for any reason, he is entitled to any base salary earned, unpaid expense reimbursement, compensation for unused vacation and any vested benefits under any employee benefit plan through the date of termination.

The Peters Employment Agreement provides that, in the event that Dr. Peters' employment is terminated by the Company without "cause" or Dr. Peters resigns for "cause" (as defined with respect to each party in the Peters Employment Agreement), subject to the execution and effectiveness of a separation agreement, including a general release of claims in favor of Hookipa Biotech, Dr. Peters will be entitled to receive (i) an amount equal to 100% of his then annual base salary, payable in 12 substantially equal installments over 12 months following his termination, reduced by the amount of any payment Mr. Peters receives in lieu of the six month notice period, and (ii) up to 12 months of continued participation in Hookipa Biotech's benefit plans at active employee rates. In lieu of the payments described in the preceding sentence, in the event that Dr. Peters' employment is terminated by the Company without cause or Dr. Peters resigns for cause, in either case within 12 months following a "change in control" (as defined in the Peters Employment Agreement), subject to the execution and effectiveness of a separation agreement, including a general release of claims in favor of Hookipa Biotech, he will be entitled to receive (i) a lump sum payment equal to 1.5 times the sum of (A) Dr. Peters' then current annual base salary (or Dr. Peters' base salary in effect immediately prior to the change in control, if higher) plus (B) Dr. Peters' target annual incentive compensation, (ii) up to 18 months of continued participation in Hookipa Biotech's benefit plans at active employee rates, and (iii) full acceleration of vesting of all stock options and other stock-based awards held by Dr. Peters.

The foregoing description of the Peters Employment Agreement is qualified in its entirety by reference to the full text of the Peters Employment Agreement, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

Following his appointment as Chief Executive Officer, Dr. Peters will no longer be eligible to, and will not, receive compensation for his services as a director pursuant to the Company's non-employee director compensation policy (the "Non-Employee Director Compensation Policy").

There are no arrangements or understandings between Dr. Peters and any other persons pursuant to which he was selected as an officer or director of the Company. There are also no family relationships between Dr. Peters and any director or executive officer of the Company, and Dr. Peters has no direct or indirect material interest in any related party transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

#### *Appointment of Terry Coelho as Executive Vice President and Chief Financial Officer*

On July 22, 2024, the Board appointed Terry Coelho as the Company's Executive Vice President and Chief Financial Officer, effective July 22, 2024. Ms. Coelho will perform the functions of the Company's principal financial officer and principal accounting officer. Ms. Coelho will continue to serve as a Class III director, to serve until the Company's 2025 annual meeting of stockholders and until her successor is duly elected and qualified. Effective upon her appointment as Chief Financial Officer, Ms. Coelho stepped down as a member and the chair of the Audit Committee of the Board (the "Audit Committee") and as a member of the Compensation Committee.

Information regarding Ms. Coelho's background and business experience is set forth under the caption "Class III Directors – Term Expiring at the 2025 Annual Meeting of Stockholders" in the Company's definitive proxy statement filed with the SEC on April 26, 2024 and is incorporated herein by reference.

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In connection with her appointment as Chief Financial Officer, the Company entered into an employment agreement with Ms. Coelho (the “Coelho Employment Agreement”), pursuant to which she provides services as Chief Financial Officer to the Company. Under the Coelho Employment Agreement, Ms. Coelho will receive an annual base salary of \$480,000, which is subject to redetermination annually by the Compensation Committee, and she is eligible to earn annual incentive compensation of up to 50% of her base salary. Ms. Coelho will also be eligible to receive a one-time signing bonus in the amount of \$240,000, subject to repayment in the event that Ms. Coelho’s employment is terminated by the Company for “Cause” (as defined in the Coelho Employment Agreement) or if Ms. Coelho resigns without “Good Reason” (as defined in the Coelho Employment Agreement), in either case prior to the one year anniversary of her start date. Ms. Coelho was also granted a restricted stock unit award covering a number of shares of common stock of the Company with a value equal to \$450,000 determined by reference to the closing trading price per share of common stock on the Nasdaq Capital Market on her start date, which shall vest and settle in two equal annual installments upon the first and second anniversaries of her start date subject to her continued employment through each such date.

Ms. Coelho is also eligible to participate in the employee benefit plans available to the Company’s employees, including the Company’s stock option plan, subject to the terms of those plans. Additionally, Ms. Coelho is entitled to receive reimbursement for certain business expenses. The Coelho Employment Agreement contains standard confidentiality, assignment of intellectual property work product and one year post-termination noncompetition and six months’ post-termination non-solicitation of employee and non-solicitation of customer covenants.

Under the Coelho Employment Agreement, the Company may terminate Ms. Coelho’s employment without Cause at any time, and may elect, in its sole discretion to provide Ms. Coelho six months’ advance written notice of termination and place Ms. Coelho on a period of garden leave during such notice period, subject to Ms. Coelho’s execution and delivery of a general release of claims in favor of the Company.

Under the Coelho Employment Agreement, if Ms. Coelho resigns for Good Reason or we terminate Ms. Coelho’s employment without Cause (excluding a termination on account of Ms. Coelho’s death or disability), and if such termination or resignation is not in connection with a “Change in Control” (defined as a “Sale Event” as defined in the Company’s Amended and Restated 2019 Stock Option and Incentive Plan), then Ms. Coelho will be eligible to receive (i) continued payment of her base salary for 12 months following the termination in the event the Company elects to provide garden leave or 18 months in the event the Company does not elect to provide garden leave, (ii) COBRA premium coverage for up to 12 months following the termination in the event the Company elects to provide garden leave or 18 months in the event the Company does not elect to provide garden leave, and (iii) 1.5 times Ms. Coelho’s target bonus amount for the year in which she is terminated, paid in a lump sum. As a condition to receiving the foregoing severance benefits, Ms. Coelho must sign and not revoke a general release contained in a separation agreement in the reasonable form presented by the Company, return all company property and confidential information in her possession, comply with her post-termination obligations, and resign from any positions held with the Company.

Under the Coelho Employment Agreement, if Ms. Coelho resigns for Good Reason or we terminate Ms. Coelho’s employment without Cause (excluding a termination on account of Ms. Coelho’s death or disability), and if such termination or resignation occurs within 12 months following the effective date of a Change in Control, then she will be entitled to the foregoing severance obligations and, in addition, she will be entitled to full acceleration of the vesting of her unvested equity awards. As a condition to receiving the foregoing severance benefits, Ms. Coelho must sign and not revoke a general release contained in a separation agreement in the reasonable form presented by the Company, return all company property and confidential information in her possession, comply with her post-termination obligations, and resign from any positions held with the Company.

Under the Coelho Employment Agreement, if payments and benefits payable to Ms. Coelho in connection with a Change in Control are subject to Section 4999 of the Internal Revenue Code of 1986, as amended, then such payments and benefits will be reduced to an amount determined by the Company in good faith to be the maximum amount that may be provided to Ms. Coelho so that the Section 4999 excise tax does not apply or Ms. Coelho receives the greater economic benefit notwithstanding that some or all of the payment or benefit may be subject to excise tax.

The foregoing description of the Coelho Employment Agreement is qualified in its entirety by reference to the full text of the Coelho Employment Agreement, a copy of which is filed as Exhibit 10.2 to this Current Report on Form 8-K and incorporated herein by reference.

Following her appointment as Chief Financial Officer, Ms. Coelho will no longer be eligible to, and will not, receive compensation for her services as a director pursuant to the Non-Employee Director Compensation Policy.

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There are no arrangements or understandings between Ms. Coelho and any other persons pursuant to which she was selected as an officer or director of the Company. There are also no family relationships between Ms. Coelho and any director or executive officer of the Company, and Ms. Coelho has no direct or indirect material interest in any related party transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

*Appointment of Sean A. Cassidy as a Director*

On July 22, 2024, the Board appointed Sean A. Cassidy to serve on the Board as an independent Class III director until the Company's 2025 annual meeting of stockholders and until his successor is duly elected and qualified. The Board also appointed Mr. Cassidy to serve as the chair of the Audit Committee and as a member of the Compensation Committee. The Board has deemed Mr. Cassidy is an "audit committee financial expert" as defined in Item 407(d)(5)(ii) and (iii) of Regulation S-K.

Mr. Cassidy, 55, served as Chief Financial Officer of Arvinas, Inc., a biotechnology company, from July 2013 to February 2024. Prior to joining Arvinas, Mr. Cassidy served as the Chief Financial Officer of Axerion Therapeutics, Inc., a biotechnology company, from June 2010 to June 2013. He was also the Chief Financial Officer of Curagen Corporation, a biopharmaceutical company, from January 2008 to December 2009. Mr. Cassidy sits on the board of directors of Automera Therapeutics, Abbratech and ReNetX Bio and is a board member of the Friends of Yale New Haven Children's Hospital, a nonprofit organization that helps improve the health and well-being of pediatric patients and their families. Mr. Cassidy is a certified public accountant and began his career at Deloitte & Touche LLP. Mr. Cassidy holds an M.B.A. and a B.S. in Accounting from the University of Connecticut. The Company believes that Mr. Cassidy is qualified to serve on the Board due to his experience in executive roles and as a director of other biotechnology companies.

Mr. Cassidy will be compensated for his service as a non-employee director pursuant to the Non-Employee Director Compensation Policy. Pursuant to the Non-Employee Director Compensation Policy, Mr. Cassidy was granted an initial stock option to purchase 9,800 shares of the Company's common stock, and Mr. Cassidy is also entitled to receive an annual cash retainer of \$40,000 and will be eligible to receive a stock option to purchase 4,900 shares of the Company's common stock on the date of each annual stockholder meeting of the Company, beginning with the 2025 stockholder meeting, subject to his continued service on the Board. As chair of the Audit Committee, Mr. Cassidy is entitled to receive an additional annual cash retainer of \$15,000, and as a member of the Compensation Committee, Mr. Cassidy is entitled to receive an additional annual cash retainer of \$5,000. Mr. Cassidy may elect to receive an equity award of (a) unrestricted shares having a grant date fair value equal to the amount (or portion thereof) of such retainer and committee fees or (b) stock options to purchase common stock based on the Black-Scholes option-pricing model as of the date of grant, in lieu of some or all of such annual cash retainers.

The Company also entered into an indemnification agreement with Mr. Cassidy in connection with his appointment to the Board, in substantially the same form as that entered into with the other directors of the Company, which is filed as Exhibit 10.10 to the Company's Registration Statement on Form S-1 filed on March 22, 2019. There are no arrangements or understandings between Mr. Cassidy and any other persons pursuant to which he was selected as a director, and Mr. Cassidy has no direct or indirect material interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

*Special Retainer for Julie O'Neill as a Member of the Strategic Committee of the Board*

Previously, the Board established a Strategic Committee of the Board comprising Malte Peters, Terry Coelho and Julie O'Neill to provide recommendations to the Board on the strategy, personnel and technical operations of the Company. On July 22, 2024, the Board approved a one-time special retainer of \$25,000 for Ms. O'Neill to compensate her as a member of the Strategic Committee. In accordance with the Non-Employee Director Compensation Policy, Ms. O'Neill may elect to receive all or a portion of such retainer in the form of an equity award of (a) unrestricted shares of common stock having a grant date fair value equal to the amount (or portion thereof) of such retainer or (b) stock options to purchase common stock based on the Black-Scholes option-pricing model as of the date of grant, such stock options to be vested upon grant and expire ten years from the date of grant.

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*Appointment of Julie O'Neill as a Member of the Compensation Committee of the Board*

On July 22, 2024, the Board appointed Ms. O'Neill to serve as a member of the Compensation Committee. As a member of the Compensation Committee, Ms. O'Neill is entitled to receive an additional annual cash retainer of \$5,000. In accordance with the Non-Employee Director Compensation Policy, Ms. O'Neill may elect to receive an equity award of (a) unrestricted shares having a grant date fair value equal to the amount (or portion thereof) of such retainer and committee fees or (b) stock options to purchase common stock based on the Black-Scholes option-pricing model as of the date of grant, in lieu of some or all of such annual cash retainer.

**Item 7.01 Regulation FD Disclosure.**

On July 22, 2024, the Company issued a press release announcing the departures of Mr. Aldag and Mr. Kandra and the appointments of Dr. Peters, Ms. Coelho and Mr. Cassidy described in Item 1.01 of this Current Report on Form 8-K, a copy of which is attached as Exhibit 99.1 and incorporated herein by reference.

The information furnished under this Item 7.01, including Exhibit 99.1, shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or subject to the liability of that section, nor shall it be deemed incorporated by reference in any of the Company's filings under the Securities Act of 1933, as amended, or the Exchange Act, whether made before or after the date hereof, regardless of any general incorporation language in such a filing, except as expressly set forth by specific reference in such a filing.

**Item 9.01 Financial Statements and Exhibits.**

(d) *Exhibits.*

Exhibit Number	Description
<a href="#">10.1</a>	<a href="#">Employment Agreement between Malte Peters and Hookipa Biotech GmbH dated July 22, 2024</a>
<a href="#">10.2</a>	<a href="#">Employment Agreement between Terry Coelho and the Company dated July 22, 2024</a>
<a href="#">99.1</a>	<a href="#">Press Release, dated July 22, 2024</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

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**SIGNATURES**

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

Date: July 26, 2024

**HOOKIPA Pharma Inc.**

By: /s/ Malte Peters

Name: Malte Peters

Title: Chief Executive Officer

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**EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”) is made between HOOKIPA Biotech GmbH (the “Company”), and Dr. Malte Peters (the “Executive”) and is made effective with July 22, 2024 and is concluded for an indefinite period (“Term”).

WHEREAS, the Company and the Executive are not yet parties to an employment agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following:

1. Employment.

(a) Term. Dr Peters was appointed Managing Director/Chief Executive Officer of the company under Austrian commercial law with effect from July 22, 2024, by resolution of the Company's Shareholders' Meeting of July 22, 2024. Dr Peters has accepted this appointment. The term of this Agreement shall commence on the Effective Date (July 22, 2024) and continue until terminated in accordance with the provisions hereof (the “Term”).

(b) Position and Duties. During the Term, the Executive shall serve as the Chief Executive Officer of Parent and the Company and shall have supervision and control over and responsibility for the day-to-day business and affairs of Parent and the Company and shall have such other powers and duties as may from time to time be prescribed by the Board of Directors of Parent (the “Board”). The Executive shall continue to serve on the Board of Directors of Parent, provided the Executive shall promptly resign from the Board and from any related positions upon the termination of his employment for any reason. The Executive shall devote his full working time and efforts to the business and affairs of the Company. Notwithstanding the foregoing, the Executive may serve on other boards of directors, with the approval of the Board, or engage in religious, charitable or other community activities as long as such services and activities are disclosed to the Board and do not materially interfere with the Executive's performance of his duties to the Company as provided in this Agreement. The Company specifically agrees that Executive shall be permitted to serve as chairman of the board of directors or member of the board of directors of a biotech company and serve on the board of directors of a gene therapy company; provided that, in either case, such company is not competitive to the Company and such board service does not materially interfere with Executive's performance of his duties to the Company as provided in this Agreement. The Executive recognizes that the General Assembly can issue binding instructions to him in the form of resolutions. The Executive must ask the shareholders and await their statement before concluding legal transactions/implementation of measures exceeding the ordinary course of business. The competence of the Executive includes any actions the ordinary business operations of the Company entail.

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The Executives activities are based on the Limited Liability Companies Act (*Gesetz über Gesellschaften mit beschränkter Haftung; GmbH-Gesetz*), the company agreement, the binding resolutions of the General Assembly of the company and any appointed supervisory board, any rules of procedure for the management and this contract with the Managing Director.

The Executive must fulfil all tasks assigned to him with the diligence of a prudent manager. If the Executive breaches his duties, he shall be obliged to compensate the company for any damages incurred.

(c) Place of Employment. The place of employment of the Executive is in Vienna at the registered office of the Company. The registered office of the Company is Helmut-Qualtinger-Gasse 2, 1030 Vienna.

The Company reserves the right to permanently or temporarily at change the place of employment due to business reasons. It is agreed that the Executive will work from Munich or Berlin, Germany, or Zurich, Switzerland, or Italy and travel on a regular basis from these residences to Vienna or New York or to any other location of the Company when needed.

The Executive is also prepared to undertake the business trips and journeys required in the course of his work in accordance with the Company's guidelines for business trips as amended from time to time.

## 2. Compensation and Related Matters.

(a) Base Salary. During the Term, the Executive's initial annual base salary shall be gross USD 630,000 taking into account the exchange rate of the past three months of 1 EUR = 1.077 USD therefore EUR 584,958.22 payable in 14 equal monthly instalments. This amount shall be transferred 12 times at the end of each calendar month to the following bank account specified by the Executive:

Account Owner: [\*\*\*]

Bank: [\*\*\*]

IBAN: [\*\*\*]

BIC: [\*\*\*]

The 13th salary will be paid out in June and the 14th salary will be paid out in November. The Executive's base salary shall be redetermined annually by the Compensation Committee of the Board ("the Compensation Committee"). The base salary in effect at any given time is referred to herein as "Base Salary." The Base Salary shall be payable in a manner that is consistent with the Company's usual payroll practices for senior executives. Accordingly in the event of joining or leaving the Company during the calendar year, the base salary is paid out on a pro rata basis.

The total monthly base salary in the amount of (USD 45,000) EUR 41,782.73 gross includes the monthly basic salary, which is shown at the amount of EUR 5,684.00 (current minimum according to the applicable CBA) gross pursuant to § 2 (2)(9)AVRAG.

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(b) Incentive Compensation. During the Term, the Executive shall also be eligible to receive cash incentive compensation as determined by the Compensation Committee from time to time. The Executive's target annual incentive compensation shall be 55 percent of his annual Base Salary. In the event of joining or leaving the Company during the calendar year, the incentive compensation is also paid out on a pro rata basis.

In case of unjustified immediate termination of this Contract by the Executive or in case of justified immediate termination of this Contract by the Company, the Executive shall not be entitled to the Incentive Bonus for the respective year.

(c) Expenses. The Executive shall be entitled to receive prompt reimbursement for all reasonable expenses (including travel expenses) incurred by him during the Term in performing services hereunder, in accordance with the policies and procedures then in effect and established by the Company for its senior executive officers. The Company will reimburse all costs for business related travels from the Executive's residence in Munich and Berlin and Zurich and Italy, including the costs for traveling between the Executive's residences and the Executive's place of employment and the costs for reasonable accommodation in accordance with this Section 2(c). For clarity, first class flights can be necessary in case Services need to be performed in the United States of America or any other overseas location requested by Company that requires more than 7 hours of air travel from the Executive's domicile.

(d) Other Benefits. During the Term, the Executive shall be eligible to participate in or receive benefits under the Company's employee benefit plans in effect from time to time, subject to the terms of such plans.

(e) Equity Compensation. The Executive shall also be eligible to participate in Parent's 2019 Stock Option and Incentive Plan on such terms and conditions as determined by the Compensation Committee. The restricted stock unit awards currently amount to USD 700,000 (EUR 649,953.57) with a two-year vesting period.

(f) The compensation provided for in (a) to (e) compensates the Executive for all services performed by him under this Agreement also outside the regular working hours. It is well understood that the Executive will render such extra services, as well as additional services on Saturdays, Sundays and holidays if required.

(g) Vacations and incapacity to work. During the Term, the Executive shall be entitled to vacation of 30 paid working days in each year. The Executive shall also be entitled to all paid holidays given by the Company to its executives. The Austrian Leave Entitlement Act (*Urlaubsgesetz*) applies in its currently valid version.

In the event that the Executive is prevented from working due to illness or an accident, the continued payment of remuneration shall be governed by the mandatory provisions of the Salaried Employees Act (*Angestelltengesetz*).

Any absence from work, in particular as a result of illness or an accident, must be reported to the company without delay, i.e. in principle on the day on which the absence occurs, otherwise the entitlement to remuneration for the duration of the absence is forfeited. In addition, a medical certificate must be presented at the request of the company.

(h) Company phone and laptop. The Company agrees to provide the Executive with a company mobile phone and a company laptop at its own expense and agrees to pay for reasonable related costs incurred, for both business and reasonable private use. Upon termination of his employment, the Executive shall return his company laptop, company mobile phone and any other assets supplied by the Company in the course of his employment.

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(i) Working time: The extent and location of working hours shall be determined by operational requirements. The Executive is required to be available for work at all times, if and to the extent required for the good of the company.

(j) Social Security. The Executive acknowledges that the Company has joined an employee pension fund and will pay contributions to this pension fund as required under the Company Employee and Self-Employed Pension Act (*Betriebliches Mitarbeiter- und Selbständigenvorsorgegesetz, BMSVG*). The selected employee pension fund will be announced to the Executive within one month.

In the event Executive may be liable for the double-payment of social security costs, including but not limited to health insurance and unemployment benefit costs (“Social Security Costs”), the Company agrees (i) to work in good faith with Executive to ensure that his service relationship with the Company and Parent satisfy the conditions necessary to exempt Executive from the double payment of Social Security Costs, including entering into any amendment to this Agreement as Executive and the Company shall deem reasonably necessary and advisable, and (ii) in the event the Company determines that the conditions of such exemption cannot be reasonably satisfied, and the Executive actually incurs the double payment of Social Security Costs without any corresponding credit, the Company agrees to reimburse Executive for such Social Security Costs, up to a maximum of €25,000 net per year.

The responsible social insurance provider will be announced to the Executive within one month.

3. Termination. During the Term, the Executive’s employment hereunder may be terminated without any breach of this Agreement under the following circumstances:

(a) Death. The Executive’s employment hereunder shall terminate upon his death.

(b) Disability. For the termination of the Agreement in case of disability of the Executive, the Austrian Act on the Employment of Disabled Persons (*Behinderteneinstellungsgesetz*) as amended from time to time shall apply.

(c) Termination by Company for Cause. The Company may terminate the Executive’s employment hereunder with immediate effect for Cause. For purposes of this Agreement, “Cause” shall mean in particular: (i) conduct by the Executive constituting a material act of misconduct in connection with the performance of his duties, including, without limitation, misappropriation of funds or property of Parent or any of its subsidiaries or affiliates other than the occasional, customary and de minimis use of Parent or Company property for personal purposes; (ii) the commission by the Executive of any felony or a misdemeanor involving moral turpitude, deceit, dishonesty or fraud, or any conduct caused by the Executive with gross negligence or intention that would reasonably be expected to result in material injury or reputational harm to Parent or any of its subsidiaries and affiliates if he were retained in his position; (iii) continued non-performance by the Executive of his duties hereunder (other than by reason of the Executive’s physical or mental illness, incapacity or disability) which has continued for more than 30 days following written notice of such non-performance from the Board; (iv) a breach by the Executive of any of the provisions contained in Section 6 of this Agreement; (v) a material violation by the Executive of Parent or the Company’s written employment policies, including without limitation, Parent or Company policies concerning substance abuse or sexual harassment; or (vi) failure to cooperate with a bona fide internal investigation or an investigation by regulatory or law enforcement authorities, after being instructed by Parent or the Company to cooperate, or the wilful destruction or failure to preserve documents or other materials known to be relevant to such investigation or the inducement of others to fail to cooperate or to produce documents or other materials in connection with such investigation. Sec 27 of the Austrian Salaried Employees Act (*Angestelltengesetz*) applies in its currently valid version.

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(d) Termination Without Cause. The Agreement, which runs for an indefinite period, may be terminated by either party at the end of each calendar month by giving six months' prior notice.

The Executive notices that the Board can remove him from office at any time and without good cause according to § 16 Austrian Act on Companies with Limited Liability (*GmbHG*). Any revocation of appointment of the Executive shall be regarded as a termination without cause of this Agreement to the next possible termination date. Any revocation of the appointment of the Executive of his function as Chief Executive Officer of Parent shall be regarded as a termination without cause of this Agreement to the next possible termination date.

(e) Termination by the Executive for Cause. The Executive may terminate his employment hereunder for cause without respecting the notice period and notice date mentioned under (d) for the following reasons: (i) a material diminution in the Executive's responsibilities, authority or duties; (ii) a material diminution in the Executive's Base Salary except for across-the-board salary reductions based on the Company's financial performance similarly affecting all or substantially all senior management employees of the Company; (iii) a material change in the geographic location at which the Executive provides services to the Company; or (iv) the material breach of this Agreement by the Company. Sec 26 of the Austrian Salaried Employees Act (*Angestelltengesetz*) applies in its currently valid version.

(f) Notice of Termination. Except for termination as specified in Section 3(a), any termination of the Executive's employment by the Company or any such termination by the Executive shall be communicated by written Notice of Termination to the other party hereto.

(g) Date of Termination. "Date of Termination" shall mean: (i) if the Executive's employment is terminated by his death, the date of his death; (ii) if the Executive's employment is terminated on account of disability according to the Austrian Act on the Employment of Disabled Persons (*Behinderteneinstellungsgesetz*), the date respecting the notice period and notice date; (iii) if the Executive's employment is terminated by the Company or the Executive under Section 3(d), the date respecting the notice period and notice date; (iv) if the Executive's employment is terminated for cause by the Company the date Notice of Termination is given and received, and (v) if the Executive's employment is terminated by the Executive for cause the date Notice of Termination is given and received.

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#### 4. Compensation Upon Termination.

(a) Termination Generally. If the Executive's employment with the Company is terminated for any reason, the Company shall pay or provide to the Executive (or to his authorized representative or estate) any Base Salary earned until the Date of Termination and unpaid expense reimbursements (subject to, and in accordance with, Section 2(c) of this Agreement). Unused vacation that accrued until the Date of Termination will be paid according to the Austrian Leave Entitlement Act (*Urlaubsgesetz*). Any vested benefits the Executive may have under any employee benefit plan of the Company through the Date of Termination shall be paid and/or provided in accordance with the terms of such employee benefit plans (collectively, the "Accrued Benefit").

(b) Termination by the Company Without Cause or by the Executive with Cause. During the Term, if the Executive's employment is terminated by the Company without Cause as provided in Section 3(d), or the Executive terminates his employment for cause as provided in Section 3(e), then the Company shall pay the Executive his Accrued Benefit. In addition, subject to the Executive signing a separation agreement containing, among other provisions, a general release of claims in favor of the Company and related persons and entities, confidentiality, return of property and non-disparagement, in a form and manner satisfactory to the Company (the "Separation Agreement and Release") and the Separation Agreement and Release becoming irrevocable within the time period set forth in the Separation Agreement and Release, and in no event longer than 60 days after the Date of Termination:

(i) the Company shall pay the Executive an amount equal to 100 percent of the annual Executive's Base Salary (the "Severance Amount"); provided that the Severance Amount shall be reduced by the amount of any payment Executive receives in lieu of the notice period specified in Section 3(d) above. Notwithstanding the foregoing, if the Executive breaches any of the provisions contained in this Agreement or the Separation Agreement and Release, all payments of the Severance Amount shall immediately cease; and

(ii) continued participation at active employee rates in the benefit plans set forth under 2 (d) for the 12-month period following the Date of Termination; and

(iii) the amounts payable under this Section 4(b) shall be paid out in 14 equal instalments in accordance with the Company's payroll practice over 14 months commencing within 60 days after the Date of Termination; provided, however, that if the 60-day period begins in one calendar year and ends in a second calendar year, the Severance Amount shall begin to be paid in the second calendar year by the last day of such 60-day period; provided, further, that the initial payment shall include a catch-up payment to cover amounts retroactive to the day immediately following the Date of Termination.

#### 5. Change in Control Payment.

The provisions of this Section 5 set forth certain terms of an agreement reached between the Executive and the Company regarding the Executive's rights and obligations upon the occurrence of a Change in Control. These provisions are intended to assure and encourage in advance the Executive's continued attention and dedication to his assigned duties and his objectivity during the pendency and after the occurrence of any such event. These provisions shall apply in lieu of, and expressly supersede, the provisions of Section 4(b) regarding severance pay and benefits upon a termination of employment, if such termination of employment occurs within 12 months after the occurrence of the first event constituting a Change in Control. These provisions shall terminate and be of no further force or effect beginning 12 months after the occurrence of a Change in Control.

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(a) Change in Control. During the Term, if within 12 months after a Change in Control, the Executive's employment is terminated by the Company without cause as provided in Section 3(d) or the Executive terminates his employment for cause as provided in Section 3(e), then, subject to the signing of the Separation Agreement and Release by the Executive and the Separation Agreement and Release becoming irrevocable, within the time period set forth in the Separation Agreement and Release, and in no event longer than 60 days after the Date of Termination,

(i) the Company shall pay the Executive a lump sum in cash in an amount equal to 1.5 times the sum of (A) the Executive's current annual Base Salary (or the Executive's annual Base Salary in effect immediately prior to the Change in Control, if higher) plus (B) the Executive's target annual incentive compensation; provided that any amounts payable under this Section 5(a)(i) shall be reduced by the amount of any payment Executive receives in lieu of the notice period specified in Section 3(d) above; and

(ii) continued participation at active employee rates in the benefit plans set forth under Section 2(d) for the 18-month period following the Date of Termination; and

(iii) notwithstanding anything to the contrary in any applicable option agreement or stock-based award agreement, all stock options and other stock-based awards held by the Executive shall immediately accelerate and become fully exercisable or nonforfeitable as of the Date of Termination; and

(iv) The amounts payable under this Section 5(a) shall be paid or commence to be paid within 60 days after the Date of Termination; provided, however, that if the 60-day period begins in one calendar year and ends in a second calendar year, such payment shall be paid or commence to be paid in the second calendar year by the last day of such 60-day period.

(b) Definitions. For purposes of this Section 5, the following terms shall have the following meanings:

"Change in Control" shall mean any of the following:

(i) any "person," as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the "Act") (other than Parent, any of its subsidiaries, or any trustee, fiduciary or other person or entity holding securities under any employee benefit plan or trust of the Company or any of its subsidiaries), together with all "affiliates" and "associates" (as such terms are defined in Rule 12b-2 under the Act) of such person, shall become the "beneficial owner" (as such term is defined in Rule 13d-3 under the Act), directly or indirectly, of securities of Parent representing 50 percent or more of the combined voting power of Parent's then outstanding securities having the right to vote in an election of the Board ("Voting Securities") (in such case other than as a result of an acquisition of securities directly from Parent); or

(ii) the date a majority of the members of the Board is replaced during any 12-month period by directors whose appointment or election is not endorsed by a majority of the members of the Board before the date of the appointment or election; or

(iii) the consummation of (A) any consolidation or merger of Parent where the stockholders of Parent, immediately prior to the consolidation or merger, would not, immediately after the consolidation or merger, beneficially own (as such term is defined in Rule 13d-3 under the Act), directly or indirectly, shares representing in the aggregate more than 50 percent of the voting shares of Parent issuing cash or securities in the consolidation or merger (or of its ultimate parent corporation, if any), or (B) any sale or other transfer (in one transaction or a series of transactions contemplated or arranged by any party as a single plan) of all or substantially all of the assets of Parent.

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Notwithstanding the foregoing, a “Change in Control” shall not be deemed to have occurred for purposes of the foregoing clause (i) solely as the result of an acquisition of securities by Parent which, by reducing the number of shares of Voting Securities outstanding, increases the proportionate number of Voting Securities beneficially owned by any person to 50 percent or more of the combined voting power of all of the then outstanding Voting Securities; provided, however, that if any person referred to in this sentence shall thereafter become the beneficial owner of any additional shares of Voting Securities (other than pursuant to a stock split, stock dividend, or similar transaction or as a result of an acquisition of securities directly from Parent) and immediately thereafter beneficially owns 50 percent or more of the combined voting power of all of the then outstanding Voting Securities, then a “Change in Control” shall be deemed to have occurred for purposes of the foregoing clause (i).

6. Confidential Information, Noncompetition and Cooperation.

(a) Confidential Information. As used in this Agreement, “Confidential Information” means information belonging to Parent or the Company, which is of value to Parent or the Company in the course of conducting its business and the disclosure of which could result in a competitive or other disadvantage to Parent or the Company. Confidential Information includes, without limitation, financial information, reports, and forecasts; inventions, improvements and other intellectual property; trade secrets; know-how; designs, processes or formulae; software; market or sales information or plans; customer lists; and business plans, prospects and opportunities (such as possible acquisitions or dispositions of businesses or facilities) which have been discussed or considered by the management of Parent and/or the Company. Confidential Information includes information developed by the Executive in the course of the Executive’s employment by the Company or function as an executive of Parent, as well as other information to which the Executive may have access in connection with the Executive’s employment. Confidential Information also includes the confidential information of others with which Parent or the Company has a business relationship. Notwithstanding the foregoing, Confidential Information does not include information in the public domain, unless due to breach of the Executive’s duties under Section 7(b).

(b) Confidentiality. The Executive understands and agrees that the Executive’s employment creates a relationship of confidence and trust between the Executive and the Company with respect to all Confidential Information. At all times, both during the Executive’s employment with the Company and after its termination, the Executive will keep in confidence and trust all such Confidential Information and will not use or disclose any such Confidential Information without the written consent of Parent, except as may be necessary in the ordinary course of performing the Executive’s duties to the Company. For avoidance of doubt, nothing in this Agreement shall be interpreted or applied to prohibit the Executive from making any good faith report to any governmental agency or other governmental entity concerning any act or omission that the Executive reasonably believes constitutes a possible violation of law or making other disclosures that are protected under the anti-retaliation or whistleblower provisions of applicable law.

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(c) Documents, Records, etc. All documents, records, data, apparatus, equipment and other physical property, whether or not pertaining to Confidential Information, which are furnished to the Executive by Parent or the Company or are produced by the Executive in connection with the Executive's employment will be and remain the sole property of Parent or the Company, as applicable. The Executive will return to the Company all such materials and property as and when requested by the Company. In any event, the Executive will return all such materials and property immediately upon termination of the Executive's employment for any reason. The Executive will not retain with the Executive any such material or property or any copies thereof after such termination.

(d) Noncompetition and Nonsolicitation. During the Executive's employment with the Company and for 12 months thereafter (subject to automatic extension for an additional period equal to the period of any breach of the covenants in this Section 6 (d), within the framework of Sec 7, 36 to 38 Austrian Salaried Employees Act (*Angestelltengesetz*) and Sec 24 of the Austrian Act on Companies with Limited Liability (*GmbHG*), the Executive (i) will not, directly or indirectly, whether as owner, partner, shareholder, consultant, agent, employee, co-venturer or otherwise, engage, participate, assist or invest in any Competing Business (as hereinafter defined); (ii) will refrain from directly or indirectly employing, attempting to employ, recruiting or otherwise soliciting, inducing or influencing any person to leave employment with Parent or the Company (other than terminations of employment of subordinate employees undertaken in the course of the Executive's employment with the Company); and (iii) will refrain from soliciting or encouraging any customer or supplier to terminate or otherwise modify adversely its business relationship with Parent or the Company. The Executive understands that the restrictions set forth in this Section 6 (d) are intended to protect Parent's and the Company's interest in its Confidential Information and established employee, customer and supplier relationships and goodwill, and agrees that such restrictions are reasonable and appropriate for this purpose. For purposes of this Agreement, the term "Competing Business" shall mean a business conducted anywhere in the world which is primarily engaged in viral immunotherapy (for prophylactic or therapeutic use) which is competitive with any business which Parent, the Company or any of their affiliates conducts or proposes to conduct at any time during the employment of the Executive. Notwithstanding the foregoing, the Executive may own (i) up to one percent (1%) of the outstanding stock of a publicly held corporation which constitutes or is affiliated with a Competing Business, and (ii) up to five percent (5%) in companies which do not directly compete with the Company.

(e) Third-Party Agreements and Rights. The Executive hereby confirms that the Executive is not bound by the terms of any agreement with any previous employer or other party which restricts in any way the Executive's use or disclosure of information or the Executive's engagement in any business. The Executive represents to the Company that the Executive's execution of this Agreement, the Executive's employment with the Company and the performance of the Executive's proposed duties for the Company will not violate any obligations the Executive may have to any such previous employer or other party. In the Executive's work for the Company, the Executive will not disclose or make use of any information in violation of any agreements with or rights of any such previous employer or other party, and the Executive will not bring to the premises of the Company any copies or other tangible embodiments of non-public information belonging to or obtained from any such previous employment or other party.

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(f) Litigation and Regulatory Cooperation. During and after the Executive's employment, the Executive shall cooperate fully with Parent or the Company in the defense or prosecution of any claims or actions now in existence or which may be brought in the future against or on behalf of Parent or the Company which relate to events or occurrences that transpired while the Executive was employed by the Company. The Executive's full cooperation in connection with such claims or actions shall include, but not be limited to, being available to meet with counsel to prepare for discovery or trial and to act as a witness on behalf of Parent or the Company at mutually convenient times. During and after the Executive's employment, the Executive also shall cooperate fully with Parent and the Company in connection with any investigation or review of any authority as any such investigation or review relates to events or occurrences that transpired while the Executive was employed by the Company. The Parent and the Company shall reimburse the Executive for any reasonable out-of-pocket expenses incurred in connection with the Executive's performance of obligations pursuant to this Section 6 (f).

(g) Injunction. The Executive agrees that it would be difficult to measure any damages caused to the Company which might result from any breach by the Executive of the promises set forth in this Section 6. In event of violation of the provision 6 (d) Noncompetition and Nonsolicitation, the Executive shall be obliged to pay the Company a contractual penalty in the amount of his last net monthly remuneration multiplied by six. The contractual penalty is due per violation at the time of the violation of the contractual provision. The agreement to pay a contractual penalty does not eliminate any claim to cease and desist such actions or any other damage.

#### 7. Inventions.

The Executive assigns to the Company the exclusive right of use and exploitation, unrestricted in time, territory and content, for all work output which is capable of copy right protection or of protection under trademark, patent, registered design and utility model and other intellectual property rights, which the Executive produces during the period of his relationship with the Company, insofar as they relate to his duties under this Agreement. The Executive is obliged to notify the Company immediately of any invention, with the exception of those which are clearly not business inventions. The provisions of the Austrian Patent Act (*Patentgesetz*), as amended from time to time, apply to inventions made by the Executive.

The assignment of the use and exploitation rights includes the authorization to further modify and issue licenses and is fully compensated for by the remuneration set out in this Agreement. The Executive expressly waives all other rights as holder of copyright or other intellectual property rights in the work output, in particular the right to determining a name and to make the work accessible.

This applies mutatis mutandis to all inventions, discoveries, designs, developments and improvements that are not capable of copyright protection or of protection under a trademark, patent, registered design and/or utility model or any other intellectual property rights.

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8. Data Protection.

The Executive acknowledges that the Company will process the Executive's personal data electronically in order to manage the employment relationship and fulfill legal obligations. Furthermore, the Company is obliged by law to transfer certain personal data of the Company to authorities or legal entities. Such communications are made only to the extent required by law.

In the context of his work for the Company as well as for Parent personal data (Art 4 Paragraph 1 General Data Protection Regulation) will become accessible to the Executive. He therefore is obliged to data protection and data security (Art 32 General Data Protection Regulation), whether data is processed automatically or not. He must always carefully store user IDs, passwords and other access authorizations available to him. He is obliged to follow the data protection rules in the currently applicable version (Art 5 General Data Protection Regulation) for each processing of personal data. Additionally, he must comply with all company regulations concerning the use of personal data in the currently applicable version. Personal data may only be processed for the legitimate performance of official duties.

The Executive is also obliged to maintain data secrecy in accordance with the data protection laws in force at the time, currently Sec 6 DSG 2018 (*Datenschutzgesetz*). He will treat all personal data as confidential for an unlimited period of time, even after the end of the employment relationship, and will keep it secret from everyone. This applies also to data regarding his executive function of Parent.

The Executive is prohibited from making personal data available to unauthorized bodies or third parties or from making it possible or easier for them to gain knowledge of it. He is also prohibited from using data for any purpose other than required for the lawful performance of his or her duties. He will only disclose accessible personal data as a result of his work, if expressly ordered to do so by the Company or its representative verbally or in writing. Only if there is a legal obligation for the processing of personal data by the Executive, an explicit order from the Company is not required.

The violation of data secrecy can make the Executive liable for damages and/or have consequences under Austrian labor law.

9. Section 409A. This Section 9 shall apply only to the extent the Executive is subject to U.S. income tax.

(a) Anything in this Agreement to the contrary notwithstanding, if at the time of the Executive's separation from service within the meaning of Section 409A of the Code, the Company determines that the Executive is a "specified employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code, then to the extent any payment or benefit that the Executive becomes entitled to under this Agreement on account of the Executive's separation from service would be considered deferred compensation otherwise subject to the 20 percent additional tax imposed pursuant to Section 409A(a) of the Code as a result of the application of Section 409A(a)(2)(B)(i) of the Code, such payment shall not be payable and such benefit shall not be provided until the date that is the earlier of (A) six months and one day after the Executive's separation from service, or (B) the Executive's death. If any such delayed cash payment is otherwise payable on an installment basis, the first payment shall include a catch-up payment covering amounts that would otherwise have been paid during the six-month period but for the application of this provision, and the balance of the installments shall be payable in accordance with their original schedule.

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(b) All in-kind benefits provided and expenses eligible for reimbursement under this Agreement shall be provided by the Company or incurred by the Executive during the time periods set forth in this Agreement. All reimbursements shall be paid as soon as administratively practicable, but in no event shall any reimbursement be paid after the last day of the taxable year following the taxable year in which the expense was incurred. The amount of in-kind benefits provided or reimbursable expenses incurred in one taxable year shall not affect the in-kind benefits to be provided or the expenses eligible for reimbursement in any other taxable year (except for any lifetime or other aggregate limitation applicable to medical expenses). Such right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit.

(c) To the extent that any payment or benefit described in this Agreement constitutes “non-qualified deferred compensation” under Section 409A of the Code, and to the extent that such payment or benefit is payable upon the Executive’s termination of employment, then such payments or benefits shall be payable only upon the Executive’s “separation from service.” The determination of whether and when a separation from service has occurred shall be made in accordance with the presumptions set forth in Treasury Regulation Section 1.409A-1(h).

(d) The parties intend that this Agreement will be administered in accordance with Section 409A of the Code. To the extent that any provision of this Agreement is ambiguous as to its compliance with Section 409A of the Code, the provision shall be read in such a manner so that all payments hereunder comply with Section 409A of the Code. Each payment pursuant to this Agreement is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2). The parties agree that this Agreement may be amended, as reasonably requested by either party, and as may be necessary to fully comply with Section 409A of the Code and all related rules and regulations in order to preserve the payments and benefits provided hereunder without additional cost to either party.

(e) The Company makes no representation or warranty and shall have no liability to the Executive or any other person if any provisions of this Agreement are determined to constitute deferred compensation subject to Section 409A of the Code but do not satisfy an exemption from, or the conditions of, such Section.

10. Consent to Jurisdiction. The locally competent courts in Austria shall have jurisdiction over any disputes arising from this Agreement.

11. Integration. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties concerning such subject matter.

13. Successor to the Executive. This Agreement shall inure to the benefit of and be enforceable by the Executive’s personal representatives, executors, administrators, heirs, distributees, devisees and legatees. In the event of the Executive’s death after his termination of employment but prior to the completion by the Company of all payments due him under this Agreement, the Company shall continue such payments to the Executive’s beneficiary designated in writing to the Company prior to his death (or to his estate, if the Executive fails to make such designation).

14. Enforceability. If any portion or provision of this Agreement (including, without limitation, any portion or provision of any section of this Agreement) shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction of Austria, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

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15. Waiver. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.
16. Notices. Any notices, requests, demands and other communications provided for by this Agreement shall be sufficient if in writing and delivered in person or sent by a nationally recognized overnight courier service or by registered or certified mail, postage prepaid, return receipt requested, to the Executive at the last address the Executive has filed in writing with the Company or, in the case of the Company, at its main offices, attention of the Board.
17. Amendment. This Agreement may be amended or modified only by a written instrument signed by the Executive and by a duly authorized representative of the Company. In addition, the Company requires approval by resolution of the Board. This provision shall also apply to any waiver of the requirement of written form.
18. Governing Law. This Agreement is exclusively governed by Austrian law.
- Unless otherwise stipulated in the GmbHG, the company agreement, the rules of procedure for the management and this contract with the Executive, the provisions of the Austrian Salaried Employees Act (*Angestelltengesetz*) shall apply as amended. The Executive is neither subject to the Working Hours Act, or Working Rest Act, nor is he to be regarded as an employee within the meaning of Section 36 of the Labour Constitution Act.
19. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be taken to be an original; but such counterparts shall together constitute one and the same document.
20. Successor to Company. The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Company expressly to assume and agree to perform this Agreement to the same extent that the Company would be required to perform it if no succession had taken place. Failure of the Company to obtain an assumption of this Agreement at or prior to the effectiveness of any succession shall be a material breach of this Agreement.
21. D&O Insurance. The Parent has concluded a directors and officers insurance policy (D&O insurance) at its own expense for the benefit of the Executive, which includes civil and criminal defense coverage.
22. Gender Neutral. Wherever used herein, a pronoun in the masculine gender shall be considered as including the feminine gender unless the context clearly indicates otherwise.
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IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date and year first above written.

HOOKIPA Biotech GmbH.

By: /s/ Jan van de Winkel  
Jan van de Winkel

Its: Chairman of the Board,  
HOOKIPA Pharma, Inc.

EXECUTIVE

/s/ Malte Peters  
Malte Peters

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## EXECUTIVE EMPLOYMENT AGREEMENT

This EXECUTIVE EMPLOYMENT AGREEMENT (the “*Agreement*”) is entered into effective as of July 22, 2024, by and between Mary Theresa Coelho (“*Executive*”) and HOOKIPA Pharma Inc. (the “*Company*”).

Executive currently serves as a member of the Company’s Board of Directors (the “*Board*”) and has received certain compensation in connection with such service;

The Company now desires to employ Executive and, in connection therewith, to compensate Executive for Executive’s personal services to the Company; and

Executive wishes to be employed by the Company and provide personal services to the Company in return for certain compensation.

Accordingly, in consideration of the mutual promises and covenants contained herein, the parties agree to the following:

**1. EMPLOYMENT BY THE COMPANY.**

**1.1 Position.** Subject to the terms set forth herein, the Company agrees to employ Executive in the full-time position of Executive Vice President and Chief Financial Officer (Head, Financial Affairs and Business Development) and Executive hereby accepts such continued employment. The Executive shall continue to serve on the Board of Directors of the Company’s parent entity, provided the Executive shall promptly resign from the Board and from any related positions upon the termination of her employment for any reason. During the term of Executive’s employment with the Company, Executive will devote Executive’s best efforts and substantially all of Executive’s business time and attention to the business of the Company. As a full-time exempt employee, Executive will be expected to work the hours required by the nature of Executive’s work assignments and will not be eligible for overtime compensation.

**1.2 Start Date.** Executive’s employment with the Company shall commence on July 22, 2024, or such other date mutually agreed to in writing by Executive and the Company. The date Executive actually commences working for the Company is referred to as Executive’s “*Start Date*.” Prior to the Start Date or in the event that Executive does not commence employment with the Company under this Agreement, the Company shall have no obligation to provide Executive with compensation and benefits hereunder (including, but not limited to, the Non-CIC Severance Benefits or the CIC Severance Benefits stated in Section 6).

**1.3 Duties.** Executive, on behalf of the Company, will report to the Company’s Chief Executive Officer. Executive will perform such duties as are normally associated with Executive’s position, and such other duties assigned from time to time by the Chief Executive Officer.

**1.4 Location.** Executive shall perform Executive’s duties under this Agreement primarily from Executive’s personal residence in North Carolina, or South Carolina in the event Executive relocates there. In addition, Executive shall make business trips to such places as may be necessary or advisable for the efficient operations of the Company.

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**1.5 Company Policies and Benefits.** The employment relationship between the parties shall be subject to the Company's reasonable personnel policies and procedures as they may be interpreted, adopted, revised or deleted from time to time in the Company's reasonable discretion. Executive will be eligible to participate in the Company's benefit plans for which Executive is eligible, in effect from time to time during Executive's employment. All matters of eligibility for coverage or benefits under any benefit plan shall be determined in accordance with the provisions of such plan. The Company reserves the right to change, alter, or terminate any benefit plan in its sole discretion. To the degree that alternative employee benefits and insurance programs are offered to the Company's executive officers, Executive will be eligible to participate in such benefit plans or programs. In addition, Executive will be eligible to participate in and shall be subject to the Company's plan and policies for paid time off and/or vacation, as established or modified from time to time (the "**Vacation Policies**"); *provided, however*, that if the Vacation Policies do not provide for non-accrual vacation or paid time off, then Executive shall be eligible for four (4) weeks of paid vacation and/or paid time off per year administered in accordance with such Vacation Policies. Notwithstanding the foregoing, in the event that the terms of this Agreement differ from or are in conflict with the Company's general employment policies or practices, this Agreement shall control.

**2. COMPENSATION.**

**2.1 Salary.** Executive shall receive for Executive's services to be rendered hereunder an initial annualized base salary of \$480,000, subject to review and adjustment by the Company in its sole discretion, and payable subject to standard federal and state payroll withholding requirements in accordance with the Company's standard payroll practices ("**Base Salary**"). Executive's Base Salary will be reviewed annually, and will be subject to potential increase in the discretion of the Board.

**2.2 Bonus.** Executive shall be eligible to receive a discretionary annual cash bonus of up to 50% (the "**Target Percentage**") of Executive's then-current Base Salary ("**Target Amount**"), determined by the Board in its sole discretion, and payable subject to standard federal and state payroll withholding requirements. Whether or not Executive earns any bonus will be based on the Executive's performance and attainment of and the Company's attainment of targeted goals, as set by the Board following reasonable consultation with Executive, over the applicable calendar year. The annual period over which performance is measured for purposes of this bonus is January 1 through December 31. Executive's bonus for 2024, if any, will be pro-rated to the date on which Executive commenced employment with the Company. The Board will determine in its sole discretion the extent to which the milestones upon which the bonus is based have been achieved and the amount of the bonus, which could be zero. In the event that Executive's employment terminates for any reason during the applicable bonus year, Executive will be eligible to receive a prorated bonus, calculated by the number of months Executive was employed by the Company in the applicable bonus year **excluding** any period of Garden Leave (as defined below). The payment will be made to executive at the time that other executives are paid (or earlier at the Company's discretion or if required by applicable law and in no event later than March 15 of the year after Executive's termination). In the event that Executive's employment terminates for any reason after the applicable bonus year, but before the bonus payment date, then Executive will receive any earned bonus at the time that other executives are paid (or earlier at the Company's discretion or if required by applicable law and in no event later than March 15 of the year after Executive's termination).

**2.3 Signing Bonus.** Executive will be eligible to receive a one-time bonus in the amount of \$240,000, subject to deductions and withholdings (the “**Signing Bonus**”). The Signing Bonus will be paid to Executive as an advance in a single lump sum within thirty (30) days after the Start Date, provided Executive is employed with the Company on such date. If Executive’s employment is terminated by the Company for Cause (as defined below) or if Executive resigns without Good Reason (as defined below), in either case prior to the one (1) year anniversary of the Start Date, then Executive agrees to repay the net, after-tax amount of the Signing Bonus to the Company within thirty (30) days of the date of Executive’s termination. If Executive fails to timely pay back the Signing Bonus (if required), Executive hereby authorizes the Company to deduct the Signing Bonus owed to the Company from amounts owed to the Executive by the Company, including salary, expense reimbursements, or accrued vacation pay and agrees to execute any documentation necessary to authorize the Company to deduct such amounts. Thereafter, if Executive’s repayment obligation is not satisfied, the unpaid balance of any Signing Bonus shall become a debt to the Company.

**2.4 Restricted Stock Unit Award.** Effective as soon as practicable following the Start Date, the Company shall grant Executive a restricted stock unit covering a number of shares of Common Stock of the Company with a value equal to \$450,000 determined by reference to the closing trading price per share of such Common Stock on the Start Date or, if the Start Date is not a trading day, the most recent closing trading day preceding the Start Date (the “**Sign-On Grant**”). The Sign-On Grant shall be subject to any applicable Company equity plan or arrangement that may be in effect from time to time but in any event shall vest and be settled in two equal annual installments upon the first and second anniversaries of the Start Date subject to continued employment through each such respective date, provided that the vesting and settlement of the Sign-On Grant shall accelerate as and to the extent provided in Section 6.3 of this Agreement.

**2.5 Other Equity Awards.** Executive will be eligible to be considered for future equity awards as may be determined by the Board or a committee of the Board in its discretion in accordance with the terms of any applicable Company equity plan or arrangement that may be in effect from time to time. In addition, any equity awards granted to Executive prior to the Start Date in connection with her Board service (“**Prior Equity Grants**”) shall remain outstanding and continue to be governed by the applicable grant award or equity plan, provided that (i) for all purposes under Prior Equity Grants, Executive’s service as an employee of the Company shall be deemed to be continued service as a director of the Company and Executive shall be not be treated as having separated from service as a director of the Company unless and until Executive’s employment with the Company is terminated, and (ii) Executive shall be fully vested in the Prior Equity Grants (to the extent not yet vested) upon termination of employment with the Company as and to the extent provided in Section 6.3 of this Agreement.

**2.6 General Expense Reimbursement.** The Company will reimburse Executive for reasonable business expenses with proper documentation and in accordance with the Company’s standard expense reimbursement policy. For the avoidance of doubt, to the extent that any reimbursements payable to Executive are subject to the provisions of Section 409A of the Internal Revenue Code of 1986, as amended (the “**Code**”): (a) any such reimbursements will be paid no later than December 31 of the year following the year in which the expense was incurred, (b) the amount of expenses reimbursed in one year will not affect the amount eligible for reimbursement in any subsequent year, and (c) the right to reimbursement under this Agreement will not be subject to liquidation or exchange for another benefit.



3. **CONFIDENTIAL INFORMATION, INVENTIONS, NON-SOLICITATION AND NON-COMPETITION OBLIGATIONS.** As a condition of employment, Executive agrees to execute and abide by the Employee Confidential Information and Inventions Assignment Agreement, including a post termination non-competition agreement, attached hereto as **Exhibit A** (the “**Confidential Information Agreement**”), which may be amended in writing signed by the parties from time to time without regard to this Agreement and you agree that in the event that you relocate during the term of this Agreement, the provisions set forth in the Confidential Information Agreement applicable to your new state or commonwealth of residence shall apply. The Confidential Information Agreement contains provisions that are intended by the parties to survive and do survive termination of this Agreement.

4. **OUTSIDE ACTIVITIES.** Except with the prior consent of the Board, Executive will not, while employed by the Company, undertake or engage in any other employment, occupation or business enterprise that would interfere with Executive’s responsibilities and the performance of Executive’s duties hereunder except for (i) reasonable time devoted to volunteer services for or on behalf of such religious, educational, non-profit and/or other charitable organization as Executive may wish to serve, (ii) reasonable time devoted to activities in the non-profit and business communities consistent with Executive’s duties, (iii) serving as a director on the board of directors of the companies set forth on **Exhibit B** attached hereto and such other companies as may be approved in advance by the Board, so long as such roles do not interfere with Executive’s duties to the Company or create a conflict of interest, (iv) Executive’s ability to provide services as disclosed to the Board as of the Effective Date to the entity set forth on Exhibit B, and (v) such other activities as may be specifically approved by the Chief Executive Officer. This restriction shall not, however, preclude Executive (x) from owning less than one percent (1%) of the total outstanding shares of a publicly-traded company, or (y) from employment or service in any capacity with Affiliates of the Company. As used in this Agreement, “**Affiliates**” means an entity under common management or control with the Company.

5. **NO CONFLICT WITH EXISTING OBLIGATIONS.** Executive represents that Executive’s continued performance of all the terms of this Agreement and as an executive of the Company does not and will not breach any agreement or obligation of any kind made prior to Executive’s employment by the Company, including agreements or obligations Executive may have with prior employers or entities for which Executive has provided services. Executive has not entered into, and Executive agrees that Executive will not enter into, any agreement or obligation, either written or oral, in conflict herewith.

6. **TERMINATION OF EMPLOYMENT.**

6.1 **Termination by the Company for Cause.**

(a) The Company shall have the right to terminate Executive’s employment with the Company at any time for Cause (as defined in Section 6.1(b)) by giving notice as described in Section 6.6 of this Agreement.

(b) “Cause” for termination shall mean that the Company has determined in its sole discretion that Executive has engaged in any of the following: (i) a material breach of any covenant or condition under this Agreement or any other agreement between the parties after the expiration of ten (10) days without cure after written notice of such breach; (ii) any act constituting dishonesty, fraud, immoral or disreputable conduct which is reasonably likely to cause harm to the Company (including reputational harm); (iii) any conduct which constitutes a felony under applicable law; (iv) material violation of any Company policy after the expiration of ten (10) days without cure after written notice of such violation (to the extent deemed curable in the reasonable discretion of the Board); (v) refusal to follow or implement a clear and reasonable directive of Company after the expiration of ten (10) days without cure after written notice of such failure; (vi) gross negligence or incompetence in the performance of Executive’s duties after the expiration of ten (10) days without cure after written notice of such failure; or (vii) breach of fiduciary duty.

(c) In the event Executive’s employment is terminated at any time for Cause, Executive will not receive the Non-CIC Severance Benefits (as defined below), the CIC Severance Benefits (as defined below), or any other severance compensation or benefit, except that, consistent with the Company’s standard payroll policies, the Company shall provide to Executive the Accrued Obligations (as defined below).

(d) For purposes of this Agreement, “Accrued Obligations” are (i) Executive’s accrued but unpaid salary, (ii) any accrued and unused vacation or paid time off payable to Executive under the Vacation Policies; (iii) any unreimbursed business expenses incurred by Executive payable in accordance with the Company’s standard expense reimbursement policies, and (iv) benefits owed to Executive under any qualified retirement plan or health and welfare benefit plan in which Executive was a participant in accordance with applicable law and the provisions of such plan.

**6.2 Termination by the Company without Cause or Resignation for Good Reason (not in Connection with a Change in Control).**

(a) The Company shall have the right to terminate Executive’s employment with the Company without Cause at any time, and may elect, in its sole discretion to provide Executive six (6) months’ advance written notice of termination as described in Section 7.1 of this Agreement and place Executive on a period of garden leave during such notice period during which Executive shall not be required to provide services at a level that exceeds 20% of the average level of services provided by Executive during the preceding three years or, if shorter, during the entire period of employment under this Agreement (the “Garden Leave”). During the Garden Leave, the parties anticipate that Executive shall only work a *de minimis* number of hours in order to assist with the orderly transition of her work. In the event the Company elects to place Executive on Garden Leave, Executive will be required, as a condition to receiving such Garden Leave benefit, to sign and deliver to the Company an effective, general release of claims in favor of the Company in a form substantially similar to the Release (as defined below) (the “Garden Leave Release”), within the timeframe provided by the Company (the date that the Garden Leave Release can no longer be revoked is referred to as the “Garden Leave Commencement Date”). For avoidance of doubt, a termination pursuant to Section 6.5 below is not a termination without Cause for purposes of receiving the Non-CIC Severance Benefits described in this Section 6.2.

(b) If the Company terminates Executive's employment without Cause or if Executive resigns for Good Reason (as defined below), in either case, at any time except during the Change in Control Measurement Period (both "Change in Control" and "Change in Control Measurement Period" as defined in Section 6.3 below) and, provided that such termination constitutes or follows a "separation from service" (as defined under Treasury Regulation Section 1.409A-1(h), without regard to any alternative definition thereunder, a "**Separation from Service**"), then Executive shall be entitled to receive the Accrued Obligations. If Executive complies with the obligations in Section 6.2(c) below (including but not limited to the Release requirement), the Company will provide Executive with the following "**Non-CIC Severance Benefits**:"

(i) The Company will pay Executive severance pay in the form of continuation of Executive's then-current Base Salary for period of *either* (x) twelve (12) months in the event that the Company elects to provide Executive Garden Leave; or (y) eighteen (18) months in the event that the Company does not elect to provide Executive Garden Leave (either (x) or (y), as applicable, the "**Salary Continuation Severance**"). The Salary Continuation Severance will be paid in substantially equal installments on the Company's regular payroll schedule following the termination date, subject to standard deductions and withholdings; *provided, however* that no portion of the Salary Continuation Severance will be paid prior to the Release Effective Date (as defined below), and any such payments that are otherwise scheduled to be made prior to the Release Effective Date shall instead accrue and be made on the first regular payroll date following the Release Effective Date.

(ii) Provided Executive or Executive's covered dependents, as the case may be, timely elects continued coverage under COBRA, or state continuation coverage (as applicable), under the Company's group health plans following such termination, the Company will pay the COBRA, or state continuation coverage, premiums to continue Executive's (and Executive's covered dependents, as applicable) health insurance coverage in effect on the termination date until the earliest of (as applicable, the "**COBRA Severance Benefit**"): (1) the applicable period for Salary Continuation Severance; (2) the date when Executive becomes eligible for substantially equivalent health insurance coverage in connection with new employment or self-employment; or (3) the date Executive ceases to be eligible for COBRA or state law continuation coverage for any reason, including plan termination (such period from the termination date through the earlier of (1)-(3), (the "**COBRA Payment Period**")). Notwithstanding the foregoing, if at any time the Company determines that its payment of COBRA, or state continuation coverage, premiums on Executive's behalf would result in a violation of applicable law (including, but not limited to, the 2010 Patient Protection and Affordable Care Act, as amended by the 2010 Health Care and Education Reconciliation Act), then in lieu of paying such premiums pursuant to this Section, the Company shall pay Executive on the last day of each remaining month of the COBRA Payment Period, a fully taxable cash payment equal to the COBRA or state continuation coverage premium for such month, subject to applicable tax withholding, for the remainder of the COBRA Payment Period. Nothing in this Agreement shall deprive Executive of Executive's rights under COBRA or ERISA for benefits under plans and policies arising under Executive's employment by the Company.

(iii) The Company will pay Executive an amount equal to 1.5x the Target Amount (under Section 2.2) that Executive was eligible to receive during the calendar year in which Executive's termination under this Section 6.2(b) occurs (if any), less applicable withholdings and deductions, payable in a lump sum on the later of (x) the date that annual performance bonuses are normally paid to other executives at the Company for that calendar year or (y) the Release Effective Date, but in no event later than March 15 of the year following (A) the year in which Executive's termination under this Section 6.2(b) occurs or (B) if Executive is placed on Garden Leave and satisfies the conditions for Garden Leave above, the year in which the Garden Leave Commencement Date occurs.

(e) Executive will be paid all of the Accrued Obligations on the Company's first payroll date after Executive's date of termination from employment or earlier if required by law. Executive shall receive the Non-CIC Severance Benefits pursuant to Section 6.2(b) of this Agreement if: (i) within the timeframe provided by the Company, which shall be no later than the 60th day following the date of Executive's Garden Leave Commencement Date and/or termination of employment under Section 6.2(b) or 6.3(b), as the case may be, Executive has signed and delivered to the Company a separation agreement containing an effective, general release of claims in favor of the Company and its affiliates and representatives, in the reasonable form presented by the Company (the "**Release**"), which cannot be revoked in whole or part by such date (the date that the Release can no longer be revoked is referred to as the "**Release Effective Date**"); (ii) if Executive holds any other positions with the Company or any Affiliate, including a position on the Board, Executive resigns such position(s) to be effective no later than the date of Executive's termination date (or such other date as requested by the Board); (iii) Executive returns all Company property; (iv) Executive complies with Executive's post-termination obligations under this Agreement and the Confidential Information Agreement, including any non-competition agreement and remains in compliance at the time that each installment of Salary Continuation Severance is paid; and (v) Executive complies with the terms of the Release and the Confidential Information Agreement, including without limitation any non-disparagement, and confidentiality provisions contained therein, and remains in compliance at the time that each installment of Salary Continuation Severance is paid.

(d) For purposes of this Agreement, "**Good Reason**" shall mean the occurrence of any of the following events without Executive's consent: (i) a material reduction in Executive's Base Salary (unless pursuant to a salary reduction program applicable generally to the Company's similarly-situated executives); (ii) a material reduction in Executive's annual cash bonus opportunity; (iii) a material reduction in Executive's duties, reporting relationships, authority and responsibilities relative to Executive's duties, authority, and responsibilities in effect immediately prior to such reduction, *provided, however*, that neither the conversion of the Company to a subsidiary, division or unit of an acquiring entity in connection with a Change in Control, nor a change in title will be deemed a "material reduction" in and of itself; (iv) the relocation of Executive's principal place of employment, without Executive's consent, in a manner that lengthens Executive's one-way commute distance by twenty-five (25) or more miles from Executive's then-current principal place of employment immediately prior to such relocation; or (v) a material breach by the Company of this Agreement; *provided, however*, that, any such termination by Executive shall only be deemed for Good Reason pursuant to this definition if: (1) Executive gives the Company written notice of Executive's intent to terminate for Good Reason within thirty (30) days following the first occurrence of the condition(s) that Executive believes constitute(s) Good Reason, which notice shall describe such condition(s); (2) the Company fails to remedy such condition(s) within thirty (30) days following receipt of the written notice (the "**Cure Period**"); (3) the Company has not, prior to receiving such notice from Executive, already informed Executive that Executive's employment with the Company is being terminated; and (4) Executive voluntarily terminates Executive's employment within thirty (30) days following the end of the Cure Period.

(e) The Non-CIC Severance Benefits provided to Executive pursuant to this Section 6.2 are in lieu of, and not in addition to, any benefits to which Executive may otherwise be entitled under any Company severance plan, policy or program. For the avoidance of doubt, Executive shall not be eligible for both the Non-CIC Severance Benefits and CIC Severance Benefits.

(f) Any damages caused by the termination of Executive's employment without Cause not in connection with a Change in Control would be difficult to ascertain; therefore, the Non-CIC Severance Benefits for which Executive is eligible pursuant to Section 6.2(b) above in exchange for the Release are agreed to by the parties as liquidated damages, to serve as full compensation, and not a penalty.

**6.3 Termination by the Company without Cause or Resignation by Executive for Good Reason (in connection with a Change in Control).**

(a) As set forth in Section 6.2(a), if Executive's employment is terminated by the Company without Cause at any time, including during the Change in Control Measurement Period (as defined below), the Company may elect in its sole discretion to place Executive on Garden Leave. In the event the Company elects to place Executive on Garden Leave, Executive will be required, as a condition to receiving the Garden Leave benefit, to satisfy the conditions set forth in Section 6.2(a) above, including the Garden Leave Release requirement.

(b) In the event that the Company terminates Executive's employment without Cause or Executive resigns for Good Reason within three (3) months prior to or twelve (12) months following the effective date of a Change in Control of the Company (such period, the "**Change in Control Measurement Period**"), then Executive shall be entitled to the Accrued Obligations and, subject to Executive's compliance with the requirements of Sections 6.2(c) above, including but not limited to the Release requirement and Executive's continued compliance with Executive's obligations to the Company under Executive's Confidential Information Agreement, Executive will be eligible for the following "**CIC Severance Benefits**":

(i) The Company will pay Executive severance pay in the form of continuation of Executive's then-current Base Salary for period of *either* (x) twelve (12) months in the event that the Company elects to provide Executive Garden Leave; or (y) eighteen (18) months in the event that the Company does not elect to provide Executive Garden Leave (either (x) or (y), as applicable, the "**CIC Salary Continuation Severance**"). The Salary Continuation Severance will be paid in substantially equal installments on the Company's regular payroll schedule following the termination date, subject to standard deductions and withholdings; *provided, however* that no portion of the Salary Continuation Severance will be paid prior to the Release Effective Date (as defined below), and any such payments that are otherwise scheduled to be made prior to the Release Effective Date shall instead accrue and be made on the first regular payroll date following the Release Effective Date.

(ii) Provided Executive or Executive's covered dependents, as the case may be, timely elects continued coverage under COBRA, or state continuation coverage (as applicable), under the Company's group health plans following such termination, the Company will pay the COBRA, or state continuation coverage, premiums to continue Executive's (and Executive's covered dependents, as applicable) health insurance coverage in effect on the termination date until the earliest of (as applicable, the "**CIC COBRA Severance Benefit**"): (1) the applicable period for CIC Salary Continuation Severance; (2) the date when Executive becomes eligible for substantially equivalent health insurance coverage in connection with new employment or self-employment; or (3) the date Executive ceases to be eligible for COBRA or state law continuation coverage for any reason, including plan termination (such period from the termination date through the earlier of (1)-(3), (the "**CIC COBRA Payment Period**")). Notwithstanding the foregoing, if at any time the Company determines that its payment of COBRA, or state continuation coverage, premiums on Executive's behalf would result in a violation of applicable law (including, but not limited to, the 2010 Patient Protection and Affordable Care Act, as amended by the 2010 Health Care and Education Reconciliation Act), then in lieu of paying such premiums pursuant to this Section, the Company shall pay Executive on the last day of each remaining month of the COBRA Payment Period, a fully taxable cash payment equal to the COBRA or state continuation coverage premium for such month, subject to applicable tax withholding, for the remainder of the COBRA Payment Period. Nothing in this Agreement shall deprive Executive of Executive's rights under COBRA or ERISA for benefits under plans and policies arising under Executive's employment by the Company.

(iii) The Company will pay Executive an amount equal to 1.5x the Target Amount (under Section 2.2) that Executive was eligible to receive during the calendar year in which Executive's termination under this Section 6.3(b) occurs (if any), less applicable withholdings and deductions, payable in a lump sum on the later of (x) the date that annual performance bonuses are normally paid to other executives at the Company for that calendar year or (y) the Release Effective Date, but in no event later than March 15 of the year following (A) the year in which Executive's termination under this Section 6.3(b) occurs or (B) if Executive is placed on Garden Leave and satisfies the conditions for Garden Leave above, the year in which the Garden Leave Commencement Date occurs.

(iv) Upon the earlier of Executive's termination of employment under this Section 6.3(b) and any Garden Leave Commencement Date, as applicable, and subject to the conditions in Section 6.3(a) above (if Company elects to place Executive on Garden Leave), Executive shall be fully vested in the Sign-On Grant, the Prior Equity Grants and any other equity awards issued to Executive after the Effective date. If a termination of employment occurs under Section 6.2, any otherwise applicable forfeiture of such equity awards shall be suspended for three months (but, in the case of any Prior Equity Grant, not beyond the original expiration date) until it shall have been determined whether such termination occurred during the Change in Control Measurement Period and was therefore subject to this Section 6.3(b). The Prior Equity Grants shall remain outstanding and exercisable in accordance with their terms but determined as if the termination of employment under this Section 6.3(b) were a termination of service as a director.

(c) For purposes of this Agreement, a "**Change in Control**" shall mean a "Sale Event" as defined in the Company's Amended and Restated 2019 Stock Option and Incentive Plan, or any successor equity incentive plan.

(d) The CIC Severance Benefits provided to Executive pursuant to this Section 6.3 are in lieu of, and not in addition to, any benefits to which Executive may otherwise be entitled under any Company severance plan, policy or program.

(e) Any damages caused by the termination of Executive's employment without Cause during the Change in Control Measurement Period would be difficult to ascertain; therefore, the CIC Severance Benefits for which Executive is eligible pursuant to Section 6.3(b) above in exchange for the Release are agreed to by the parties as liquidated damages, to serve as full compensation, and not a penalty.

#### **6.4 Resignation by Executive (other than for Good Reason).**

(a) Executive may resign from Executive's employment with the Company without Good Reason by giving notice as described in Section 6.6 below.

(b) In the event Executive resigns from Executive's employment with the Company other than for Good Reason, Executive will not receive the Non-CIC Severance Benefits, the CIC Severance Benefits, or any other severance compensation or benefit, except that, pursuant to the Company's standard payroll policies, the Company shall provide to Executive the Accrued Obligations.

#### **6.5 Termination by Virtue of Death or Disability of Executive.**

(a) In the event of Executive's death while employed pursuant to this Agreement, all obligations of the parties hereunder shall terminate immediately. In the event Executive's employment is terminated by virtue of Executive's death, then pursuant to the Company's standard payroll policies, the Company shall provide to Executive's legal representatives the Accrued Obligations.

(b) Subject to applicable state and federal law, the Company shall at all times have the right, upon written notice to Executive, to terminate this Agreement based on Executive's Disability (as defined below). Termination by the Company of Executive's employment based on "**Disability**" shall mean termination because Executive is unable due to a physical or mental condition to perform the essential functions of Executive's position with or without reasonable accommodation for six (6) months in the aggregate during any twelve (12) month period or based on the written certification by two licensed physicians of the likely continuation of such condition for such period. This definition shall be interpreted and applied consistent with the Americans with Disabilities Act, the Family and Medical Leave Act, and other applicable law. In the event Executive's employment is terminated based on Executive's Disability, then pursuant to the Company's standard payroll policies, the Company shall provide to Executive the Accrued Obligations.

(c) In the event Executive's employment is terminated based on Executive's death or Disability, Executive will not receive the Non-CIC Severance Benefits, the CIC Severance Benefits, or any other severance compensation or benefit, except that, the Company will provide the Accrued Obligations.

**6.6 Notice; Effective Date of Termination.**

(a) Termination of Executive's employment pursuant to this Agreement shall be effective on the earliest of:

(i) immediately after the Company gives notice to Executive of Executive's termination for Cause, unless pursuant to Sections 6.1(b)(i), (iv), (v), or (vi) above in which case ten (10) days after notice if not cured or unless the Company specifies a later date, in which case, termination shall be effective as of such later date;

(ii) immediately upon the Company's notice of termination or following the conclusion of the Garden Leave (if applicable) in the event the Company terminates Executive's employment without Cause.

(iii) immediately upon Executive's death;

(iv) ten (10) days after the Company gives notice to Executive of Executive's termination on account of Executive's Disability, unless the Company specifies a later date, in which case, termination shall be effective as of such later date, *provided* that Executive has not returned to the full-time performance of Executive's duties prior to such date;

(v) ten (10) days after Executive gives written notice to the Company of Executive's resignation other than for Good Reason (in connection with Section 6.4), *provided* that the Company may set a termination date at any time between the date of notice and the date of resignation, in which case Executive's resignation shall be effective as of such other date. Executive will receive compensation through any required notice period; or

(vi) for a termination for Good Reason, immediately upon Executive's full satisfaction of the requirements of Section 6.2(d).

(b) In the event notice of a termination under subsections (a)(i), (ii) or (iv) is given orally, at the other party's request, the party giving notice must provide written confirmation of such notice within five (5) business days of the request in compliance with the requirements of Section 7.1 below. In the event of a termination for Cause, written confirmation shall specify the subsection(s) of the definition of Cause relied on to support the decision to terminate.

**6.7 Cooperation With Company After Termination of Employment.** Executive agrees to cooperate fully with the Company in all matters relating to the transition of Executive's work and responsibilities on behalf of the Company, including, but not limited to, any present, prior or subsequent relationships and the orderly transfer of any such work and institutional knowledge to such other persons as may be designated by the Company, by making Executive reasonably available during regular business hours. Executive further agrees to cooperate with the Company in responding to the reasonable requests of the Company or its legal counsel, in connection with any and all existing or future litigation, arbitrations, mediations or investigations brought by or against the Company, or its or their respective affiliates, agents, officers, directors or employees, whether administrative, civil or criminal in nature, in which the Company reasonably deems Executive's cooperation necessary or desirable. In such matters, Executive agrees to provide the Company with reasonable advice, assistance, and information, including offering and explaining evidence, providing sworn statements, and participating in discovery and trial preparation and testimony. Executive also agrees to promptly send the Company copies of all correspondence (for example, but not limited to, subpoenas) received by Executive in connection with any such legal proceedings, unless Executive is expressly prohibited by law from so doing.



**6.8 Section 409A.**

(a) Notwithstanding anything to the contrary set forth herein, any payments and benefits provided under this Agreement that constitute “deferred compensation” within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended and the regulations and other guidance thereunder and any state law of similar effect (collectively, “**Section 409A**”) shall not commence in connection with Executive’s termination of employment until Executive has also incurred a Separation from Service, unless the Company reasonably determines that such amounts may be provided to Executive without causing Executive to incur the additional twenty percent (20%) tax under Section 409A. It is intended that each installment of severance pay provided for in this Agreement is a separate “payment” for purposes of Treasury Regulation Section 1.409A-2(b)(2)(i). For the avoidance of doubt, it is intended that severance payments set forth in this Agreement satisfy, to the greatest extent possible, the exceptions from the application of Section 409A provided under Treasury Regulation Sections 1.409A-1(b)(4) and 1.409A-1(b)(9). If the Company (or, if applicable, the successor entity thereto) determines that any payments or benefits constitute “deferred compensation” under Section 409A and Executive is, on the termination of service, a “specified employee” of the Company or any successor entity thereto, as such term is defined in Section 409A(a)(2)(B)(i) of the Code, then, solely to the extent necessary to avoid the incurrence of the adverse personal tax consequences under Section 409A, the timing of the payments and benefits shall be delayed until the earlier to occur of: (a) the date that is six months and one day after Executive’s Separation from Service, or (b) the date of Executive’s death (such applicable date, the “**Specified Employee Initial Payment Date**”). On the Specified Employee Initial Payment Date, the Company (or the successor entity thereto, as applicable) shall (i) pay to Executive a lump sum amount equal to the sum of the payments and benefits that Executive would otherwise have received through the Specified Employee Initial Payment Date if the commencement of the payment of such amounts had not been so delayed pursuant to this Section, and (ii) commence paying the balance of the payments and benefits in accordance with the applicable payment schedules set forth in this Agreement. If any payments under this Agreement could commence or be made in more than one taxable year based on when Executive executes a release of claims, then to the extent required to avoid the imposition of tax under Section 409A, any such amounts that otherwise would have been paid in such first taxable year instead shall be paid as soon as practicable in the second of such two taxable years (with any remaining payments to be made as if no such delay had occurred).

(b) It is intended that all payments and benefits under this Agreement shall either comply with or be exempt from the requirements of Section 409A, and any ambiguity contained herein shall be interpreted in such manner so as to avoid adverse personal tax consequences under Section 409A. Notwithstanding the foregoing, the Company shall in no event be obligated to indemnify Executive for any taxes or interest that may be assessed by the Internal Revenue Service pursuant to Section 409A of the Code to payments made pursuant to this Agreement.

## 6.9 Excise Tax Adjustment.

(a) If any payment or benefit Executive will or may receive from the Company or otherwise (a “**280G Payment**”) would (i) constitute a “parachute payment” within the meaning of Section 280G of the Code, and (ii) but for this Section, be subject to the excise tax imposed by Section 4999 of the Code (the “**Excise Tax**”), then any such 280G Payment provided pursuant to this Agreement (a “**Payment**”) shall be equal to the Reduced Amount. The “**Reduced Amount**” shall be either (x) the largest portion of the Payment that would result in no portion of the Payment (after reduction) being subject to the Excise Tax, or (y) the largest portion, up to and including the total, of the Payment, whichever amount (i.e., the amount determined by clause (x) or by clause (y)), after taking into account all applicable federal, state, and local employment taxes, income taxes, and the Excise Tax (all computed at the highest applicable marginal rate), results in Executive’s receipt, on an after-tax basis, of the greater economic benefit notwithstanding that all or some portion of the Payment may be subject to the Excise Tax. If a reduction in a Payment is required pursuant to the preceding sentence and the Reduced Amount is determined pursuant to clause (x) of the preceding sentence, the reduction shall occur in the manner (the “**Reduction Method**”) that results in the greatest economic benefit for Executive. If more than one method of reduction will result in the same economic benefit, the items so reduced will be reduced pro rata (the “**Pro Rata Reduction Method**”).

(b) Notwithstanding any provision of this Section 6.9 to the contrary, if the Reduction Method or the Pro Rata Reduction Method would result in any portion of the Payment being subject to taxes pursuant to Section 409A that would not otherwise be subject to taxes pursuant to Section 409A, then the Reduction Method and/or the Pro Rata Reduction Method, as the case may be, shall be modified so as to avoid the imposition of taxes pursuant to Section 409A as follows: (A) as a first priority, the modification shall preserve to the greatest extent possible, the greatest economic benefit for Executive as determined on an after-tax basis; (B) as a second priority, Payments that are contingent on future events (e.g., being terminated without Cause), shall be reduced (or eliminated) before Payments that are not contingent on future events; and (C) as a third priority, Payments that are “deferred compensation” within the meaning of Section 409A shall be reduced (or eliminated) before Payments that are not deferred compensation within the meaning of Section 409A.

(c) Unless Executive and the Company agree on an alternative accounting firm or law firm, the accounting firm engaged by the Company for general tax compliance purposes as of the day prior to the effective date of the Change in Control transaction shall perform the foregoing calculations. If the accounting firm so engaged by the Company is serving as accountant or auditor for the individual, entity, or group effecting the Change in Control transaction, the Company shall appoint a nationally-recognized accounting or law firm to make the determinations required by this Section 6.9. The Company shall bear all expenses with respect to the determinations by such accounting or law firm required to be made hereunder and the costs of any other person or entity engaged by the Company or such accounting or law firm to value any noncompete obligations to which Executive may be subject. The Company shall use commercially reasonable efforts to cause the accounting or law firm engaged to make the determinations hereunder to provide its calculations, together with detailed supporting documentation, to Executive and the Company within fifteen (15) calendar days after the date on which Executive’s right to a 280G Payment becomes reasonably likely to occur (if requested at that time by Executive or the Company) or such other time as requested by Executive or the Company.

(d) If Executive receives a Payment for which the Reduced Amount was determined pursuant to clause (x) of Section 6.9(a) and the Internal Revenue Service determines thereafter that some portion of the Payment is subject to the Excise Tax, Executive agrees to promptly return to the Company a sufficient amount of the Payment (after reduction pursuant to clause (x) of Section 6.9(a)) so that no portion of the remaining Payment is subject to the Excise Tax. For the avoidance of doubt, if the Reduced Amount was determined pursuant to clause (y) of Section 6.9(a), Executive shall have no obligation to return any portion of the Payment pursuant to the preceding sentence.

7. **GENERAL PROVISIONS.**

7.1 **Notices.** Any notices required hereunder to be in writing shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by electronic mail or confirmed facsimile if sent during normal business hours of the recipient, and if not, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally-recognized overnight courier, specifying next-day delivery, with written verification of receipt. All communications shall be sent to the Company at its primary office location and to Executive at Executive's address as listed on the Company payroll or Executive's Company-provided email address, or at such other address as the Company or Executive may designate by ten (10) days' advance written notice to the other.

7.2 **Severability.** Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provisions had never been contained herein.

7.3 **Waiver.** If either party should waive any breach of any provisions of this Agreement, Executive or it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision of this Agreement.

7.4 **Complete Agreement.** This Agreement constitutes the entire agreement between Executive and the Company with regard to the subject matter hereof. This Agreement is the complete, final, and exclusive embodiment of their agreement with regard to this subject matter and supersedes any prior oral discussions or written communications and agreements, including the Prior Agreement. This Agreement is entered into without reliance on any promise or representation other than those expressly contained herein, and it cannot be modified or amended except in writing signed by Executive and an authorized officer of the Company. The parties have entered into a separate Confidential Information Agreement, and have entered into and may subsequently enter into separate agreements regarding equity. Any such separate agreements govern other aspects of the relationship between the parties, have or may have provisions that survive termination of Executive's employment under this Agreement, may be amended or superseded by the parties without regard to this Agreement and are enforceable according to their terms without regard to the enforcement provision of this Agreement.

**7.5 Counterparts.** This Agreement may be executed in separate counterparts, any one of which need not contain signatures of more than one party, but all of which taken together will constitute one and the same Agreement.

**7.6 Headings.** The headings of the sections hereof are inserted for convenience only and shall not be deemed to constitute a part hereof nor to affect the meaning thereof.

**7.7 Successors and Assigns.** The Company shall assign this Agreement and its rights and obligations hereunder in whole, but not in part, to any company or other entity with or into which the Company may hereafter merge or consolidate or to which the Company may transfer all or substantially all of its assets, if in any such case said company or other entity shall by operation of law or expressly in writing assume all obligations of the Company hereunder as fully as if it had been originally made a party hereto, but may not otherwise assign this Agreement or its rights and obligations hereunder. Executive may not assign or transfer this Agreement or any rights or obligations hereunder, other than to Executive's estate upon Executive's death.

**7.8 Choice of Law.** All questions concerning the construction, validity and interpretation of this Agreement will be governed by the law of the State of North Carolina.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have executed this Executive Employment Agreement effective as of the date first written above.

**HOOKIPA PHARMA, INC.**

By: /s/ Jan van de Winkel

Name: Jan van de Winkel

Title: Chairman of the Board

Executive:

/s/ Mary Theresa Coelho

Mary Theresa Coelho



## HOOKIPA Pharma Announces Leadership Changes to Intensify Focus on HB-200

July 22, 2024 at 8:30 AM EDT

- Director Dr. Malte Peters named Chief Executive Officer and Director Terry Coelho named Executive Vice President and Chief Financial Officer
- Company is conducting a review of its business operations and strategy to determine best path to create shareholder value and realize the full potential of HB-200
- Sean Cassidy appointed to the Board of Directors

NEW YORK and VIENNA, July 22, 2024 (GLOBE NEWSWIRE) -- HOOKIPA Pharma Inc. (NASDAQ: HOOK) ("HOOKIPA" or the "Company"), a company developing a new class of immunotherapeutics based on its proprietary arenavirus platform, today announced the appointment of Directors Dr. Malte Peters as Chief Executive Officer and Terry Coelho as Executive Vice President and Chief Financial Officer, effective July 22, 2024. They will both retain their positions on the Board of Directors ("Board").

They succeed Jörn Aldag and Reinhard Kandra as CEO and CFO, respectively, who will be leaving the Company and stepping down from the Board.

Dr. Peters and Ms. Coelho, in close collaboration with the Board, will lead a review of HOOKIPA's business strategy and operations to determine the best path to realize the full potential of HB-200 and create shareholder value. The review process will not impact HOOKIPA's operations or clinical trials.

Dr. Jan van de Winkel, Chairman of the Board, said: "HOOKIPA has entered a critical new phase of its development for HB-200. The Company has received PRIME designation from the European Medicines Agency, reached alignment on a clinical development strategy with the U.S. Food and Drug Administration with a path to potential accelerated approval, and announced the pivotal Phase 2/3 trial design. The Company also continues to advance its other development programs, including those in collaboration with Gilead, with the first person recently dosed in the Phase 1b clinical trial of HB-500 for the treatment of HIV.

"The Board of Directors determined that Dr. Peters and Ms. Coelho are the right leaders to help the Company execute through this next stage of development and realize the significant opportunity HB-200 represents, with the aim of ensuring that the Company's attractive business prospects result in value for shareholders. Dr. Peters is a seasoned executive with deep experience in bringing new therapies to patients, while Ms. Coelho is a proven CFO with significant expertise in business strategy and development, finance, and M&A," Dr. van de Winkel continued.

The Company also announced that Sean Cassidy will join its Board of Directors, Audit Committee and Compensation Committee, effective July 22, 2024, succeeding Ms. Coelho as Chair of the Audit Committee. Mr. Cassidy most recently served as the Chief Financial Officer of Arvinas (NASDAQ: ARVN) through February 2024, where he led the company through numerous private and public financings as well as multiple business development transactions.

"I want to thank Joern Aldag and Reinhard Kandra for their contributions to HOOKIPA and wish them all the best for the future. I am also pleased to welcome Mr. Cassidy to our Board. He brings extensive financial experience that will help HOOKIPA in its next phase of development," Dr. van de Winkel concluded.

### About Dr. Malte Peters

Dr. Malte Peters has over two decades of experience as an executive in the pharmaceutical and biotech industries. He is among the most knowledgeable translational research and clinical development leaders in the industry, with deep operational and medical experience in oncology and immunology. Dr. Peters joined HOOKIPA's Board of Directors in January 2023 and served as the Company's interim Senior Clinical Advisor following the departure of the Chief Medical Officer in 2023. While in the role, Dr. Peters oversaw the implementation of an experienced drug development leadership team, as well as the development of the pivotal HB-200-004 protocol endorsed by FDA.

Dr. Peters most recently served as Chief Research and Development Officer at MorphoSys, where he oversaw the company's research and development pipeline, including the design and execution of three pivotal studies leading to global regulatory approval of Monjuvi/Minjuvi. Prior to MorphoSys, Dr. Peters was Global Head of Clinical Development of the biopharmaceuticals business unit of Sandoz in Germany. Dr. Peters also spent 12 years in leadership positions at Novartis Oncology, including Vice President, Clinical Head and Site Head for Basel, East Hanover and Shanghai. While at Novartis, he was responsible for multiple development programs and clinical trials, contributing to the approval of 28 cancer therapies.

Dr. Peters serves on the Board of Directors at Tango Therapeutics and is a Strategic Alliance Officer for the European Organisation for Research and Treatment of Cancer (EORTC).

Dr. Peters is board certified in internal medicine. He earned his medical degree from Freie Universität in Berlin and was trained at the Universities of Padova, Italy and Bochum and Berlin, Germany. He received his habilitation in Internal Medicine from the University of Mainz, Germany.

## About Terry Coelho

Terry Coelho has over 35 years of experience as a multinational leader and executive with broad business, strategic, and leadership experience across all areas of finance, business development, investor relations, commercial, and supply chain operations at companies in the pharmaceutical, consumer goods, and chemicals industries. Ms. Coelho joined HOOKIPA's Board of Directors in April 2023, bringing with her a proven track record of successfully leading business transformations, strategic planning, financings, business and organizational development, and business integration. At HOOKIPA, she has served as Audit Committee Chair and as a member of the Compensation Committee.

Ms. Coelho most recently served as CFO for Gamida Cell (NASDAQ: GMDA), where she led the Company's M&A and business development efforts and was instrumental in securing a successful strategic restructuring agreement for the Company. Prior to that, Ms. Coelho held a variety of executive leadership roles, including Executive Vice President, Chief Financial Officer and Chief Business Development Officer for CinCor Pharma, Inc., where she successfully led the company through its 2022 IPO and large follow-on offering, as well as prepared the company for its eventual sale to Astra Zeneca. She also has served as Executive Vice President and Chief Financial Officer at BioDelivery Sciences International, and Chief Financial Officer at both Balchem Corporation and Diversey, Inc. Ms. Coelho's experience includes over seven years at Novartis Pharmaceuticals, primarily with the Oncology division, where she held roles of increasing responsibility focused on business planning and leading the global oncology development finance organization, and 20 years of experience with Mars Incorporated in senior leadership roles, including starting up the Mars chocolate business in Brazil as CEO and General Manager.

Ms. Coelho also serves on the Board of Directors, including as Audit Committee Chair, for both Entero Therapeutics and Inotiv, Inc.

Ms. Coelho graduated summa cum laude from The American University in Washington, D.C. and earned her MBA from the Instituto Brasileiro de Mercado de Capitais (IBMEC) in Rio de Janeiro, Brazil. She is a founding member of the CFO Leadership Council (Charlotte and Raleigh chapters)

## About Sean Cassidy

Sean Cassidy brings over 20 years of experience in the biotechnology, pharmaceutical and life sciences industries, most recently serving as the Chief Financial Officer of Arvinas (NASDAQ: ARVN) from July 2013 to February 2024. While at Arvinas, he led the company through numerous private and public financings, including its IPO in 2018, as well as multiple business development transactions with leading pharmaceutical companies including Merck, Genentech, Pfizer and Bayer. Previously, Mr. Cassidy was the Chief Financial officer at Axerion Therapeutics, Chief Financial Officer of CuraGen Corporation, and the Director and Controller of 454 Life Sciences Corporation.

Mr. Cassidy sits on the board of directors of Automera Therapeutics, Abbratech and ReNetx Bio and is a board member of the Friends of Yale New Haven Children's Hospital, a nonprofit organization that helps improve the health and well-being of pediatric patients and their families. Mr Cassidy is a Certified Public Accountant and holds a Bachelor of Science in accounting and finance and a master's degree in business administration from the University of Connecticut.

## About HB-200

HB-200 is HOOKIPA's lead oncology candidate engineered with the company's proprietary replicating arenaviral vector platform. It comprises two single-vector compounds with arenaviral backbones based on lymphocytic choriomeningitis virus (LCMV) and pichinde virus (PICV). Both express the same transgene encoding an E7E6 fusion protein derived from HPV16. HB-200 is an alternating 2-vector immunotherapy designed to further focus the immune response against the encoded antigen.

HB-200 in combination with pembrolizumab received Fast Track Designation from the U.S. Food and Drug Administration and PRIME designation from the European Medicines Agency for the treatment of first-line HPV16+ recurrent/metastatic oropharyngeal squamous cell carcinoma. These designations are supported by preliminary clinical evidence from the Phase 1/2, open-label, clinical trial (NCT04180215) evaluating safety, T cell response, and efficacy based on objective response rate (ORR) and disease control rate (DCR) as defined by RECIST 1.1.

<sup>1</sup> Harrington et al. Pembrolizumab With or Without Chemotherapy in Recurrent or Metastatic Head and Neck Squamous Cell Carcinoma: Updated Results of the Phase III KEYNOTE-048 Study. *Journal of Clinical Oncology*. 2023;41(4):790-802.

## About HB-500

HB-500 comprises two genetically engineered replicating vectors based on the arenaviruses Pichinde virus and lymphocytic choriomeningitis virus, respectively. The HB-500 vectors have been engineered to deliver HIV antigens derived from parts of key, immunogenic regions of HIV type 1 (HIV-1) proteins that are highly conserved within HIV-1 clade B variants. The designed immunogens differ from each other by their amino acid sequence allowing for coverage of >80% of circulating HIV-1 viral variants.

## About HOOKIPA

HOOKIPA Pharma Inc. (NASDAQ: HOOK) is a clinical-stage biopharmaceutical company focused on developing novel immunotherapies, based on its proprietary arenavirus platform, which are designed to mobilize and amplify targeted T cells and thereby fight or prevent serious disease. HOOKIPA's replicating and non-replicating technologies are engineered to induce robust and durable antigen-specific CD8+ T cell responses and pathogen-neutralizing antibodies. HOOKIPA's pipeline includes its wholly owned investigational arenaviral immunotherapies targeting Human Papillomavirus 16-positive cancers, KRAS-mutated cancers, and other undisclosed programs. In addition, HOOKIPA aims to develop functional cures of HBV and HIV in collaboration with Gilead. Find out more about HOOKIPA online at [www.hookipapharma.com](http://www.hookipapharma.com).

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## Forward Looking Statements

Certain statements set forth in this press release constitute “forward-looking” statements within the meaning of the Private Securities Litigation Reform Act of 1995, as amended. Forward-looking statements can be identified by terms such as “anticipates,” “believes,” “expects,” “plans,” “potential,” “target,” “will,” “would” or similar expressions and the negative of those terms. Forward-looking statements in this press release include HOOKIPA’s statements regarding the potential of its product candidates to positively impact quality of life and alter the course of disease in the patients it seeks to treat, HOOKIPA’s plans, strategies, expectations and anticipated milestones for its preclinical and clinical programs, and the probability of successfully developing and receiving regulatory approval for its product candidates, including accelerated approval for HB-200. Such forward-looking statements involve substantial risks and uncertainties that could cause HOOKIPA’s research and clinical development programs, future results, performance or achievements to differ significantly from those expressed or implied by the forward-looking statements. Such risks and uncertainties include, among others, the uncertainties inherent in the drug development process, including HOOKIPA’s programs’ early stage of development, the process of designing and conducting preclinical and clinical trials, plans and timelines for the preclinical and clinical development of its product candidates, including the therapeutic potential, clinical benefits and safety thereof, the timing, success and data announcements of current ongoing preclinical and clinical trials, the ability to initiate new clinical programs, the risk that the results of current preclinical studies and clinical trials may not be predictive of future results in connection with current or future preclinical and clinical trials, including those for HB-200, HB-700, HB-400 and HB-500, the regulatory approval processes, the timing of regulatory filings, the challenges associated with manufacturing drug products, HOOKIPA’s ability to successfully establish, protect and defend its intellectual property, HOOKIPA’s ability to achieve the expected benefits of its strategic reprioritization and other matters that could affect the sufficiency of existing cash to fund operations. HOOKIPA undertakes no obligation to update or revise any forward-looking statements. For a further description of the risks and uncertainties that could cause actual results to differ from those expressed in these forward-looking statements, as well as risks relating to the business of the Company in general, see HOOKIPA’s Annual Report on Form 10-K for the year ended December 31, 2023, as well as discussions of potential risks, uncertainties, and other important factors in HOOKIPA’s subsequent filings with the Securities and Exchange Commission, which are available on the SEC’s website at <https://sec.gov> and HOOKIPA’s website at [www.hookipapharma.com](http://www.hookipapharma.com). Except as specifically noted otherwise, all information in this press release is as of the date of the release, and HOOKIPA undertakes no duty to update this information unless required by law.

## Availability of Other Information About HOOKIPA

Investors and others should note that we announce material financial information to our investors using our investor relations website, <https://ir.hookipapharma.com/>, SEC filings, press releases, public conference calls and webcasts. We use these channels, as well as social media, to communicate with our investors and the public about our company, our services and other issues. It is possible that the information we post on social media could be deemed to be material information. Therefore, we encourage investors, the media, and others interested in our company to review the information we post on the social media channels listed on our investor relations website.

For further information, please contact:

### Investors

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