Summary main terms contract
Mr. Fabrice Chouraqui
as Executive Director and Chief Executive Officer of
Pharming Group N.V.

As a US resident, Mr. Fabrice Chouraqui has entered into an employment agreement with Pharming Healthcare Inc., the 100%-owned US subsidiary of Pharming for an indefinite term. An intercompany agreement will be signed between the Company and Pharming Healthcare Inc.

The employment agreement provides, amongst others, that Mr. Chouraqui, in his capacity as Executive Director and Chief Executive Officer (hereafter also "CEO"), (i) shall be subject to Dutch law and the Dutch Corporate Governance Code, respectively, including without limitation the applicable provisions governing the appointment, remuneration and fiduciary duties of members of the Board of Directors, and (ii) shall adhere to the Company's articles of association and other corporate documents, including the Remuneration Policy for the Board of Directors as approved by our shareholders on May 21, 2024 (hereafter the "Remuneration Policy").

The Remuneration Policy provides, amongst others, that the actual remuneration is to be determined based on the country of residence of the CEO, i.e., the US standards apply for Mr. Chouraqui, as a US resident.

Accordingly, the Board of Directors has granted Mr. Chouraqui the following remuneration package in accordance with the Remuneration Policy, subject to (i) his appointment as CEO and (ii) the approval by the Extraordinary General Meeting of Shareholders on March 4, 2025 (hereafter the"EGM") of certain remuneration components as specified on page 3 below:

1. **Annual base salary:** USD 750,000 gross (reference year: 2025); in accordance with the provisions of the Remuneration Policy, the annual base salary has been determined based on the country of residence of Mr. Chouraqui (i.e., the United States of America);
2. **Annual Short-Term Incentive Plan in cash ("STI"):** target score to be set at 75% of the fixed annual base salary; maximum pay-out is set at 150% of the fixed annual base salary;
3. **Long-Term Incentive Plan in restricted performance shares ("LTI"):** annual grant of restricted performance shares for the next three-year performance period; the restricted shares will vest at the end of the applicable three-year performance period, subject to the achievement of the applicable performance measures. The on-target value level for the CEO shall be equal to 425% of the annual base salary, while the maximum performance vesting level is set at 637.5% (i.e., 150% of the on-target value level);
4. **Other benefits/provisions:** in accordance with the Remuneration Policy, the remuneration package of Mr. Chouraqui also includes all employee benefit plans and programs offered by Pharming Healthcare Inc. from time to time to its U.S. senior employees, including pension plans (401(k)), medical/dental/vision/life insurance and a company car.

In accordance with the Remuneration Policy, Mr. Choraqui shall receive the following one-off compensation upon his appointment as CEO (like-for-like):

- cash compensation equal to the value of Mr. Chouraqui's entitlement to a short-term incentive plan granted by his current employer, providing for a pay-out in cash, that is in effect for the year in which Mr. Chouraqui resigns to be appointed by Pharming and that is therefore forfeited due to that resignation;

- compensation in the form of shares for the loss of value of equity awards granted by his current employer, that are forfeited by Mr. Chouraqui in connection with his resignation to be appointed as the CEO of Pharming, up to the value of USD 3,200,000.

It has been agreed that, in case the previous employer has paid or will pay for a portion of the annual bonus and/or equity awards, the compensation amount to be paid by Pharming will be reduced by the same value.

Mr. Chouraqui shall also be entitled to receive a severance payment equal to 100% of his fixed annual base salary in case of any termination of his mandate and contract without cause (i.e., absent serious culpable conduct or gross negligence on the part of the CEO) or by the CEO for good reason (i.e., serious culpable conduct or neglect on the part of Pharming). The severance payment will be increased to 200% of his annual base salary in case of a termination of the mandate as CEO without cause (i.e., absent serious culpable conduct or gross negligence on the part of the CEO) within twelve (12) months following a change of control of Pharming, including an unconditional acquisition by a third party of the majority of the ordinary shares in Pharming. In the latter event, that is fully consistent with US market practice, Mr. Chouraqui will also remain entitled to all unvested restricted shares pursuant to the LTI. These shares will vest in accordance with the predetermined times (no accelerated vesting), subject to the achievement of the performance measures.

The Board of Directors is of the opinion that the proposed remuneration package, including the proposed supplements to the Remuneration Policy, is appropriate in view of Mr. Chouraqui's strong track record as a global pharmaceutical and biotechnical leader, and the wealth of global expertise and deep international experience, across the entire biopharmaceutical value chain, that he will bring to Pharming. The proposed package also recognizes that Mr. Chouraqui is residing in the United States of America, by ensuring full consistence with US benchmark data. The Board of Directors considered the benchmark report of AON Radford, as further described below, to ensure alignment with the US market.

As set out in the Remuneration Policy, Pharming has set the objective to align itself with European best practices in the field of remuneration, but will also need to ensure that it meets the urgent need to remain competitive in the important US labour market, as the Company has established a significant and still growing presence in the US. As set out above, the Remuneration Policy also provides that the actual salary is to be determined based on the country of residence of the CEO, i.e,. the United States of America for Mr. Chouraqui, as a US resident.

The foregoing balance is reflected in the following peer group that has been composed by Pharming, consisting of European and US companies active in Life Sciences:

European peers		U.S. peers	
ADC Therapeutics, Epalinges	Galapagos, Mechelen	Anika Therapeutics	MannKind
Alliance Pharma, Chippenham	Innate Pharma, Marseille	BioCryst PharmaCeuticals	Mirum Pharmaceuticals
Autolus Therapeutics, London	Merus, Utrecht	Coherus BioSciences	Rigel Pharmaceuticals
Basilea Pharmaceutica, Basel	MorphoSys, Planegg	Collegium Pharmaceutical	Supernus Pharmaceuticals
Bavarian Nordic, Hellerup	Oxford Biomedica, Oxford	Enanta Pharmaceuticals	Travere Therapeutics
BioGaia, Stockholm	uniQure, Amsterdam	Heron Therapeutics	Vanda Pharmaceuticals
Biotest, Dreieich	Valneva, Saint-Herblain	Ironwood Pharmaceuticals	
Camurus, Lund	Zealand Pharma, Copenhagen	Karyopharm Therapeutics	
Cosmo Pharmaceuticals, Dublin		Ligand Pharmaceuticals	

The following benchmark results were collected and presented by AON Radford in December 2024:

- *Annual Base Salary*

  The annual fixed base salary payable by Pharming to the CEO will be positioned between the 25^{th} and 50^{th} percentile for US peers. The annual fixed base salary is positioned between the 50th and 75th percentile for European peers.

- *Equity/LTI and total remuneration*

  The proposed combination of annual base salary and the annual STI bonus (total cash USD 1,312M) trails the 50^{th} percentile for US peers and is equal to the 75^{th} percentile for European peers. The LTI grant is slightly above the $25th^{h}$ percentile of the US peers and just below the 75^{th} percentile of the European peers.

Certain components of the remuneration package granted to Mr. Chouraqui deviate from the Remuneration Policy and are required to be approved by our shareholders. Accordingly, the Board of Directors has proposed to the EGM, taking into consideration the market standards that are applicable in the United States of America (the country of residence of Mr. Chouraqui) to approve the following components of the remuneration package for Mr. Chouraqui, as CEO:

i. The grant of a severance payment to Mr. Chouraqui:

  a. equal to 200% of his fixed annual base salary, in case of a termination of the mandate as CEO without cause (i.e., absent serious culpable conduct or gross negligence on the part of the CEO) within twelve (12) months following a change of control of Pharming, including an unconditional acquisition by a third party of the majority of the ordinary shares in Pharming; and

  b. absent a change of control as described sub a., equal to 100% of his fixed annual base salary in case of any other termination of the mandate and contract by Pharming without cause (i.e., absent serious culpable conduct or gross negligence on the part of the CEO) or by the CEO for good reason (i.e., serious culpable conduct or neglect on the part of Pharming).

  In the event mentioned sub i. a. above, Mr. Chouraqui will remain entitled to all unvested restricted shares pursuant to the LTI. These restricted shares will vest in accordance with the predetermined times (i.e. no accelerated vesting) subject to the achievement of the applicable performance measures.

ii. The increase of (i) the on-target score for the annual STI to 75% of the annual base salary of the CEO (instead of at 70% according to the Remuneration Policy) and (ii) the maximum pay-out to 150% of the annual base salary of the CEO (instead of 140% of the annual base salary according to the Remuneration Policy). The other conditions governing the STI according to the Remuneration Policy shall remain unchanged.

iii. The following updated LTI:

  a. the increase of the on-target value level for the annual grants of restricted performance shares under the LTI to 425% of the annual base salary (instead of the equivalent of 300% of the annual base salary according to the Remuneration Policy);

  b. the maximum vesting level is set at 637.5% (i.e., 150% of the on-target value.

  The other conditions governing the LTI according to the Remuneration Policy (including the applicable performance measures based on Total Shareholder Return and strategic targets) shall remain unchanged.