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

FORM 6-K

Report of Foreign Private Issuer
Pursuant to Rule 13a-16 or 15d-16
of the Securities Exchange Act of 1934

November 16, 2017

PROQR THERAPEUTICS N.V.

Zernikedreef 9
2333 CK Leiden
The Netherlands
Tel: +31 88 166 7000
(Address, Including ZIP Code, and Telephone Number,
Including Area Code, of Registrant's Principal Executive Offices)

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

Form 20-F ☒ Form 40-F ☐

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

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

Entry into a Material Definitive Agreement

Underwriting Agreement

On November 14, 2017, ProQR Therapeutics N.V. (the "Company") entered into an underwriting agreement (the "Underwriting Agreement") with H.C. Wainwright & Co., LLC, as representative of the several underwriters named therein (collectively, the "Underwriters"), relating to an underwritten public offering of 4,969,805 ordinary shares (the "Underwritten Shares") of the Company (the "Underwritten Offering"). All of the Underwritten Shares were being sold by the Company. The offering price to the public of the Underwritten Shares is $3.25 per share, and the Underwriters have agreed to purchase the Underwritten Shares from the Company pursuant to the Underwriting Agreement at the public offering price, less underwriting discounts and commissions. Certain of the Company's existing shareholders have agreed to an aggregate of approximately $4.0 million of ordinary shares in the Underwritten Offering at the public offering price. The underwriters will receive a reduced underwriting commission in respect of shares sold to these shareholders. Under the terms of the Underwriting Agreement, the Company granted the Underwriters an option, exercisable for 30 days, to purchase up to additional 745,471 ordinary shares (the "Option Underwritten Shares") on the same terms as the Underwritten Shares.

The Underwritten Shares will be issued pursuant to the Company's shelf registration statement (the "Registration Statement") on Form F-3 (Registration Statement No. 333- 207245) previously filed with the Securities and Exchange Commission (the "Commission") and declared effective by the Commission on October 19, 2015. A preliminary prospectus supplement and prospectus supplement and the accompanying prospectus relating to the Underwritten Offering have been filed with the Commission. The Underwritten Offering is expected to close on or about November 16, 2017, subject to satisfaction of customary closing conditions.

A copy of the legal opinion of Allen & Overy LLP, the Company's Netherlands counsel, relating to the legality and validity of the Underwritten Shares and the Option Underwritten Shares is filed as Exhibit 5.1 to this Report on Form 6-K, which is filed with reference to, and is hereby incorporated by reference into, the Registration Statement.

The Underwriting Agreement contains customary representations and warranties, agreements and obligations, conditions to closing and termination provisions. The Underwriting Agreement provides for indemnification by the Underwriters of the Company, its directors and certain of its executive officers, and by the Company of the Underwriters, for certain liabilities, including liabilities arising under the Securities Act of 1933, as amended, and affords certain rights of contribution with respect thereto. The foregoing description of the Underwriting Agreement is qualified in its entirety by reference to the Underwriting Agreement, which is attached as Exhibit 1.1 hereto and incorporated by reference herein. The representations, warranties and covenants contained in the Underwriting Agreement were made only for purposes of such agreements and as of specific dates, were solely for the benefit of the parties to such agreement, and may be subject to limitations agreed upon by the contracting parties.

Subscription Agreement

On November 14, 2017, the Company entered into subscription agreement (collectively, the "Subscription Agreements") with certain investors relating to the Company's registered direct offering, relating to the issuance and sale by the Company (the "Registered Direct Offering") of 1,427,693 ordinary shares (the "RD Shares"). The purchase price per RD Share was $3.25. The Company has not engaged an underwriter or placement agent in connection with the Registered Direct Offering.

The RD Shares will be issued pursuant to the Registration Statement. The Company has filed a prospectus supplement and the accompanying prospectus relating to the Registered Direct Offering with the Commission. The Registered Direct Offering is expected to close on November 16, 2017, subject to satisfaction of customary closing conditions. In addition, the closing of the Registered Direct Offering is contingent upon the Company completing the Underwritten Offering.

A copy of the legal opinion and consent of Allen & Overy LLP, the Company's Netherlands counsel, relating to the legality and validity of the RD Shares is attached as Exhibit 5.2 hereto, and is hereby incorporated by reference into, the Registration Statement.

The Subscription Agreements contain customary representations, warranties and agreements by us and customary conditions to closing. The foregoing description of the Subscription Agreements is qualified in its entirety by reference to the form of Subscription Agreement, which is attached as Exhibit 1.2 hereto and incorporated by reference herein. The representations, warranties and covenants contained in the Subscription Agreements were made only for purposes of such agreements and as of specific dates, were solely for the benefit of the parties to such agreement, and may be subject to limitations agreed upon by the contracting parties.

The Company estimates that the aggregate net proceeds from the Underwritten Offering and the Registered Direct Offering will be approximately $19.6 million, after deducting the underwriting discounts and commissions and estimated offering expenses payable by the Company, without giving effect to any sales of the Option Underwritten Shares.

On November 14, 2017, the Company issued a press release announcing the pricing of the concurrent Underwritten Offering and the Registered Direct Offering of its ordinary shares. A copy of the press release is attached as Exhibit 99.1 hereto and is hereby incorporated by reference herein.

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.

ProQR Therapeutics N.V.

Date: November 16, 2017

By: /s/ Smital Shah
Smital Shah
Chief Financial Officer

INDEX TO EXHIBITS

Number	Description
1.1	Underwriting Agreement, dated November 14, 2017, between the Company and H.C. Wainwright & Co., LLC.
1.2	Form of Subscription Agreement, dated November 14, 2017, between the Company and each of the investors party thereto.
5.1	Opinion of Allen & Overy LLP related to the Underwritten Offering.
5.2	Opinion of Allen & Overy LLP related to the Registered Direct Offering.
23.1	Consent of Allen & Overy LLP (included in Exhibit 5.1).
23.2	Consent of Allen & Overy LLP (included in Exhibit 5.2).
99.1	Press Release dated November 14, 2017.

Exhibit 1.1

EXECUTION VERSION

ProQR Therapeutics N.V.
4,969,805 Ordinary Shares
UNDERWRITING AGREEMENT
Dated: November 14, 2017

ProQR Therapeutics N.V.

4,969,805 Ordinary Shares

UNDERWRITING AGREEMENT

November 14, 2017

H.C. Wainwright & Co., LLC
430 Park Avenue
New York, NY 10022
United States of America

As Representative of the Several Underwriters

Ladies and Gentlemen:

ProQR Therapeutics N.V., a public company with limited liability (*naamloze vennootschap*) incorporated under the laws of the Netherlands (the "Company"), confirms its agreement with H.C. Wainwright & Co., LLC ("Wainwright") and each of the other Underwriters named in Schedule A hereto (collectively, the "Underwriters," which term shall also include any underwriter substituted as hereinafter provided in Section 10 hereof), for whom Wainwright is acting as representative (the "Representative"), with respect to (i) the sale by the Company and the purchase by the Underwriters, acting severally and not jointly, of the respective numbers of ordinary shares, nominal value €0.04 per ordinary share, of the Company ("Ordinary Shares") set forth in Schedule A hereto and (ii) the grant by the Company to the Underwriters, acting severally and not jointly, of the option described in Section 2(b) hereof to purchase all or any part of 745,471 additional Ordinary Shares. The aforesaid 4,969,805 Ordinary Shares (the "Initial Securities") to be purchased by the Underwriters and all or any part of the 745,471 Ordinary Shares subject to the option described in Section 2(b) hereof (the "Option Securities") are herein called, collectively, the "Securities."

References in this Agreement to Securities being sold by the Company or purchased from the Company (and the corollary uses of those concepts) should be understood to refer to those Securities being issued or granted by the Company and subscribed for from the Company, respectively. Similarly, references in this Agreement to Securities being delivered should be understood to refer to those Securities being issued by the Company.

The Company understands that the Underwriters propose to make a public offering of the Securities (the "Offering") as soon as the Representative deems advisable after this Agreement has been executed and delivered in accordance with the Registration Statement (as defined below).

The Company has prepared and filed with the Securities and Exchange Commission (the "Commission") a shelf registration statement on Form F-3 (No. 333- 207245), including a base prospectus (the "Base Prospectus") to be used in connection with the public offering and sale of

the Securities. Such registration statement including the financial statements, exhibits and schedules thereto, in the form in which it was declared effective under the Securities Act of 1933, as amended (the "1933 Act") and the rules and regulations thereunder (the "1933 Act Regulations") by the Commission on October 19, 2015 and all documents incorporated or deemed to be incorporated by reference therein and any information deemed to be a part thereof at the time of effectiveness pursuant to Rule 430B under the 1933 Act, is called the "Registration Statement." Any registration statement filed by the Company pursuant to Rule 462(b) of the 1933 Act Regulations in connection with the offer and sale of the Securities is called the "Rule 462(b) Registration Statement," and from and after the date and time of filing of any such Rule 462(b) Registration Statement the term "Registration Statement" shall include the Rule 462(b) Registration Statement.

The preliminary prospectus supplement dated November 13, 2017 describing the Securities and the offering thereof, together with the Base Prospectus, is called the "Preliminary Prospectus," and the Preliminary Prospectus and any other prospectus supplement to the Base Prospectus in preliminary form that describes the Securities and the offering thereof and is used prior to the filing of the Prospectus (as defined below), together with the Base Prospectus, is called a "preliminary prospectus."

As used herein, the term "Prospectus" shall mean the final prospectus supplement to the Base Prospectus that describes the Securities and the offering thereof (the "Final Prospectus Supplement"), together with the Base Prospectus, in the form first used by the Underwriters to confirm sales of the Securities or in the form first made available to the Underwriters by the Company to meet requests of purchasers pursuant to Rule 173 under the 1933 Act. References herein to the Preliminary Prospectus, any preliminary prospectus and the Prospectus shall refer to both the prospectus supplement and the Base Prospectus components of such prospectus. For purposes of this Agreement, all references to the Base Prospectus, Registration Statement, any preliminary prospectus, the Prospectus or any amendment or supplement to any of the foregoing shall (i) be deemed to mean and include any document subsequently filed under the 1934 Act (as defined below) which is incorporated by reference or deemed to be incorporated by reference therein or otherwise deemed by the 1933 Act Regulations to be a part thereof and (ii) be deemed to include the copy filed with the Commission pursuant to its Electronic Data Gathering, Analysis and Retrieval system or any successor system ("EDGAR"). As used in this Agreement:

"1934 Act" means the Securities Exchange Act of 1934, as amended.

"Applicable Time" means 6:30 a.m., New York City time, on November 14, 2017 or such other time as agreed by the Company and the Representative.

"General Disclosure Package" means any Issuer General Use Free Writing Prospectuses issued at or prior to the Applicable Time, any preliminary prospectus that is distributed to investors prior to the Applicable Time and the information included on Schedule B-1 hereto, all considered together.

"Group" means the Company and each of the Company's "subsidiaries" (for purposes of this Agreement, as defined in Rule 405 of the 1933 Act Regulations ("Rule 405")).

"Issuer Free Writing Prospectus" means any "issuer free writing prospectus," as defined in Rule 433 of the 1933 Act Regulations ("Rule 433"), including without limitation any "free writing prospectus" (as defined in Rule 405) relating to the Securities that is (i) required to be filed with the Commission by the Company, (ii) a "road show that is a written communication" within the meaning of Rule 433(d)(8)(i), whether or not required to be filed with the Commission, or (iii) exempt from filing with the Commission pursuant to Rule 433(d)(5)(i) because it contains a description of the Securities or of the Offering that does not reflect the final terms, in each case in the form filed or required to be filed with the Commission or, if not required to be filed, in the form retained in the Company's records pursuant to Rule 433(g).

"Issuer General Use Free Writing Prospectus" means any Issuer Free Writing Prospectus that is intended for general distribution to prospective investors (other than a "*bona fide* electronic road show," as defined in Rule 433 (a "Bona Fide Electronic Road Show")), as evidenced by its being specified in Schedule B-2 hereto.

"Issuer Limited Use Free Writing Prospectus" means any Issuer Free Writing Prospectus that is not an Issuer General Use Free Writing Prospectus.

"Rule 430B Information" means documents and information deemed to be a part of or included in the Registration Statement pursuant to Rule 430B of the 1933 Act Regulations.

SECTION 1. Representations and Warranties

(a) *Representations and Warranties by the Company*. The Company represents and warrants to each Underwriter as of the date hereof, the Applicable Time, the Closing Time (as defined below) and any Date of Delivery (as defined below), and agrees with each Underwriter, as follows:

(i) Registration Statement and Prospectuses. Each of the Registration Statement and any amendment thereto has become effective under the 1933 Act. No stop order suspending the effectiveness of the Registration Statement or any post-effective amendment thereto has been issued under the 1933 Act, no order preventing or suspending the use of any preliminary prospectus or the Prospectus has been issued and no proceedings for any of those purposes have been instituted or are pending or, to the Company's knowledge, threatened. The Company has complied in all material respects with each request (if any) from the Commission for additional information.

Each of the Registration Statement and any post-effective amendment thereto, at the time it became effective, complied in all material respects with the requirements of the 1933 Act and the 1933 Act Regulations. Each preliminary prospectus, the Prospectus and any amendment or supplement thereto, at the time each was filed with the Commission, complied in all material respects with the requirements of the 1933 Act and the 1933 Act Regulations. Each preliminary prospectus delivered to the Underwriters for use in connection with the Offering and the Prospectus was or will be identical to the electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T.

At the time the Company's Annual Report on Form 20-F for the year ended December 31, 2016 (the "Annual Report") was filed with the Commission, the Company met the then-applicable requirements for use of Form F-3 under the 1933 Act. The Company is a "foreign private issuer" within the meaning of Rule 405 under the 1933 Act.

The documents incorporated or deemed to be incorporated by reference in the Registration Statement, any preliminary prospectus and the Prospectus, when they became effective or at the time they were or hereafter are filed with the Commission, complied and will comply in all material respects with the requirements of the 1934 Act.

(ii) Accurate Disclosure. Each preliminary prospectus and the Prospectus when filed complied in all material respects with the 1933 Act and, if filed by electronic transmission pursuant to EDGAR, was identical (except as may be permitted by Regulation S-T under the 1933 Act) to the copy thereof delivered to the Underwriters for use in connection with the offer and sale of the Securities. Neither the Registration Statement nor any post-effective amendment thereto, at its effective time, at the Closing Time or at any Date of Delivery, contained, contains or will contain an untrue statement of a material fact or omitted, omits or will omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading. As of the Applicable Time, neither (A) the General Disclosure Package nor (B) any individual Issuer Limited Use Free Writing Prospectus, when considered together with the General Disclosure Package, included, includes or will include an untrue statement of a material fact or omitted, omits or will omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. Neither the Prospectus nor any amendment or supplement thereto (including any prospectus wrapper), as of its issue date, at the time of any filing with the Commission pursuant to Rule 424(b), at the Closing Time or at any Date of Delivery, included, includes or will include an untrue statement of a material fact or omitted, omits or will omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

The representations and warranties in this subsection shall not apply to statements in or omissions from the Registration Statement (or any amendment thereto), the General Disclosure Package or the Prospectus (or any amendment or supplement thereto, including any prospectus wrapper) made in reliance upon and in conformity with written information furnished to the Company by any Underwriter through the Representative expressly for use therein. For purposes of this Agreement, the only information so furnished shall be the information in the first paragraph under the heading "Underwriting–Commissions and Discounts," the information in the second, third and fourth paragraphs under the heading "Underwriting–Price Stabilization, Short Positions and Penalty Bids" and the information under the heading "Underwriting–Electronic Distribution," in each case contained in the Prospectus (collectively, the "Underwriter Information").

(iii) Issuer Free Writing Prospectuses. No Issuer Free Writing Prospectus conflicts or will conflict with the information contained in the Registration Statement or the Prospectus, and any preliminary or other prospectus deemed to be a part thereof that has not been superseded or modified. The Company has made available a Bona Fide Electronic Road Show in compliance with Rule 433(d)(8)(ii) such that no filing of any "road show" (as defined in Rule 433(h)) is required in connection with the Offering of the Securities.

(iv) Company Not Ineligible Issuer. At the time of filing the Registration Statement and any post-effective amendment thereto, at the earliest time thereafter that the Company made a *bona fide* offer (within the meaning of Rule 164(h)(2) of the 1933 Act Regulations) of the Securities and at the date hereof, the Company was not and is not an "ineligible issuer," as defined in Rule 405, without taking account of any determination by the Commission pursuant to Rule 405 that it is not necessary that the Company be considered an ineligible issuer.

(v) Emerging Growth Company Status. The Company is an "emerging growth company," as defined in Section 2(a) of the 1933 Act (an "Emerging Growth Company").

(vi) Independent Accountants. The accountants who certified the financial statements and supporting schedules, if any, included in the Registration Statement, the General Disclosure Package and the Prospectus are independent public accountants as required by the 1933 Act, the 1933 Act Regulations and the Public Company Accounting Oversight Board.

(vii) Financial Statements. The financial statements included in the Registration Statement, the General Disclosure Package and the Prospectus, together with the related schedules and notes, present fairly, the financial position of the Company at the dates indicated and the statement of operations, shareholders' equity (*eigen vermogen*) and cash flows of the Company for the periods specified; said financial statements have been prepared in conformity with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB") applied on a consistent basis throughout the periods involved, except in the case of unaudited, interim financial statements, subject to normal year-end audit adjustments and the exclusion of certain footnotes. The supporting schedules, if any, present fairly in accordance with IFRS the information required to be stated therein. The summary financial data included in the Registration Statement, the General Disclosure Package and the Prospectus present fairly the information shown therein and have been compiled on a basis consistent with that of the audited financial statements included therein. Except as included therein, no historical or pro forma financial statements or supporting schedules are required to be included or incorporated by reference in the Registration Statement, the General Disclosure Package or the Prospectus under the 1933 Act or the 1933 Act Regulations.

(viii) No Material Adverse Change in Business. Except as otherwise stated therein, since the respective dates as of which information is given in the Registration Statement, the General Disclosure Package or the Prospectus, (A) there has been no material adverse change in the condition, financial or otherwise, or in the earnings, business affairs or prospects of the Company, whether or not arising in the ordinary course of business (a "Material Adverse Effect"), (B) there have been no transactions entered into by the Company, other than those in the ordinary course of business, which are material with respect to the Company, and (C) there has been no dividend or distribution of any kind declared, paid or made by the Company on any class of its share capital.

(ix) Good Standing of the Company. The Company has been duly incorporated and is validly existing as a public company with limited liability (*naamloze vennootschap*) under the laws of the Netherlands and has the power and authority to own, lease and operate its properties and to conduct its business as described in the Registration Statement, the General

Disclosure Package and the Prospectus and to enter into and perform its obligations under this Agreement; and the Company is duly qualified to transact business and is in good standing (where such concept exists) in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure so to qualify or to be in good standing would not reasonably be expected to result in a Material Adverse Effect.

(x) Capitalization. The authorized and issued share capital and outstanding shares in the capital of the Company are as set forth in the Registration Statement, the General Disclosure Package and the Prospectus under the caption "Capitalization" (except for subsequent issuances, if any, pursuant to this Agreement, pursuant to reservations, agreements or employee benefit plans referred to in the Registration Statement, the General Disclosure Package and the Prospectus or pursuant to the exercise of convertible securities or options referred to in the Registration Statement, the General Disclosure Package and the Prospectus). All of the ordinary shares in the capital of the Company existing as of the date of this Agreement have been duly authorized and validly issued and are fully paid. None of the outstanding shares in the capital of the Company were issued in violation of the preemptive or other similar rights of any shareholder of the Company.

(xi) Subsidiaries. Each of the Company's "subsidiaries" (for purposes of this Agreement, as defined in Rule 405 under the 1933 Act) has been duly organized and is validly existing in good standing (where such concept exists) under the laws of the jurisdiction of its organization and has the power and authority to own, lease and operate its properties and to conduct its business as described in the Registration Statement, the General Disclosure Package and the Prospectus. Each of the Company's subsidiaries is duly qualified to transact business and is in good standing (where such concept exists) in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where failure to be so qualified or in good standing could not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect. All of the issued and outstanding share capital or other equity or ownership interests of each of the Company's subsidiaries has been duly authorized and validly issued, is fully paid and nonassessable (where such concept exists) and is owned by the Company, directly or through subsidiaries, free and clear of any security interest, mortgage, pledge, lien, encumbrance or adverse claim, except as disclosed in the Registration Statement, the General Disclosure Package and the Prospectus. The Company does not own or control, directly or indirectly, any corporation, association or other entity other than the subsidiaries listed in or on an exhibit to the Registration Statement.

(xii) Authorization of Agreement. This Agreement has been duly authorized, executed and delivered by the Company.

(xiii) Authorization and Description of Securities. The Securities to be purchased by the Underwriters from the Company have been duly authorized for issuance and sale to the Underwriters pursuant to this Agreement and, when issued and delivered by the Company pursuant to this Agreement against payment of the consideration set forth herein, will be validly issued and fully paid; and the issuance of the Securities is not subject to the preemptive or other similar rights of any shareholder of the Company. The Ordinary Shares conform, in all material respects, to all statements relating thereto contained in the Registration Statement, the General

Disclosure Package and the Prospectus and such description conforms, in all material respects, to the rights set forth in the instruments defining the same. No holder of Securities will be subject to personal liability by reason of being such a holder, except for being subject to pay up the Securities acquired by them in full.

(xiv) Registration Rights. There are no persons with registration rights or other similar rights to have any securities registered for sale pursuant to the Registration Statement or otherwise registered for sale or sold by the Company under the 1933 Act pursuant to this Agreement, other than those rights that have been disclosed in the Registration Statement, the General Disclosure Package and the Prospectus.

(xv) Absence of Violations, Defaults and Conflicts. The Group is not (A) in violation of its articles of association, (B) in default in the performance or observance of any obligation, agreement, covenant or condition contained in any contract, indenture, mortgage, deed of trust, loan or credit agreement, note, lease or other agreement or instrument to which the Company is a party or by which it may be bound or to which any of the properties or assets of the Company is subject (collectively, "Agreements and Instruments"), except, in the case of (B), for such defaults as would not, singly or in the aggregate, reasonably be expected to result in a Material Adverse Effect, or (C) in violation of any law (including in the case of the Company and for the avoidance of doubt, the 1934 Act), statute, rule, regulation (including in the case of the Company and for the avoidance of doubt, the rules and regulations of the Commission under the 1934 Act (the "1934 Act Regulations")), judgment, order, writ or decree of any arbitrator, court, governmental body, regulatory body, administrative agency or other authority, body or agency having jurisdiction over the Group or any of its respective properties, assets or operations (each, a "Governmental Entity"), except, in the case of (C), for such violations as would not, singly or in the aggregate, reasonably be expected to result in a Material Adverse Effect. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated herein and in the Registration Statement, the General Disclosure Package and the Prospectus (including the issuance and sale of the Securities and the use of the proceeds from the sale of the Securities as described therein under the caption "Use of Proceeds") and compliance by the Company with its obligations hereunder have been duly authorized by all necessary corporate action and do not and will not, whether with or without the giving of notice or passage of time or both, conflict with or constitute a breach of, or default or Repayment Event (as defined below) under, or result in the creation or imposition of any lien, charge or encumbrance upon any properties or assets of the Company pursuant to, the Agreements and Instruments (except for such conflicts, breaches, defaults or Repayment Events or liens, charges or encumbrances as would not, singly or in the aggregate, reasonably be expected to result in a Material Adverse Effect), nor will such action result in any violation of the provisions of the articles of association of the Company or any law, statute, rule, regulation, judgment, order, writ or decree of any Governmental Entity, except for such violations as would not, singly or in the aggregate, result in a Material Adverse Effect. As used herein, a "Repayment Event" means any event or condition which gives the holder of any note, debenture or other evidence of indebtedness (or any person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or a portion of such indebtedness by the Company.

(xvi) Absence of Labor Dispute. No material labor dispute with the employees of the Group exists or, to the knowledge of the Company, is imminent, and the Company is not aware of any material existing or imminent labor disturbance by the employees of any of its principal suppliers, manufacturers, customers or contractors.

(xvii) Absence of Proceedings. Except as disclosed in the Registration Statement, the General Disclosure Package and the Prospectus, there is no action, suit, proceeding, inquiry or investigation before or brought by any Governmental Entity now pending or, to the knowledge of the Company, threatened, against or affecting the Group, which would reasonably be expected to result in a Material Adverse Effect, or which would reasonably be expected to materially and adversely affect its respective properties or assets or the consummation of the transactions contemplated in this Agreement or the performance by the Company of its obligations hereunder; and the aggregate of all pending legal or governmental proceedings to which the Group is a party or of which its properties or assets are the subject which are not described in the Registration Statement, the General Disclosure Package and the Prospectus, including ordinary routine litigation incidental to the business, if determined adversely to the Group, would not reasonably be expected to result in a Material Adverse Effect.

(xviii) Accuracy of Exhibits. There are no contracts or documents which are required to be described in the Registration Statement, the General Disclosure Package or the Prospectus or to be filed as exhibits to the Registration Statement which have not been so described and filed as required.

(xix) Absence of Further Requirements. No filing with, or authorization, approval, consent, license, order, registration, qualification or decree of, any Governmental Entity is necessary or required for the performance by the Company of its obligations hereunder, in connection with the Offering, issuance or sale of the Securities hereunder or the consummation of the transactions contemplated by this Agreement, except such as have been already obtained or as may be required under the 1933 Act, the 1933 Act Regulations, the rules of the NASDAQ Stock Market LLC ("NASDAQ"), U.S. state securities laws or the rules of FINRA.

(xx) Possession of Licenses and Permits. The Group possesses such permits, licenses, approvals, consents and other authorizations (collectively, "Governmental Licenses") issued by the appropriate Governmental Entities necessary to conduct the business now operated by it, including without limitation, all such permits, licenses, approvals, consents and other authorizations required by the United States Food and Drug Administration (the "FDA"), the European Medicines Agency (the "EMA"), or any other federal, state, local or foreign agencies or bodies engaged in the regulation of clinical trials, pharmaceuticals, biologics or biohazardous substances or materials, except where the failure so to possess such Governmental Licenses would not, singly or in the aggregate, reasonably be expected to result in a Material Adverse Effect. The Group is in compliance with the terms and conditions of all Governmental Licenses, except where the failure so to comply would not, singly or in the aggregate, reasonably be expected to result in a Material Adverse Effect. All of the Governmental Licenses are valid and in full force and effect, except where the invalidity of such Governmental Licenses or the failure of such Governmental Licenses to be in full force and effect would not, singly or in the aggregate, reasonably be expected to result in a Material Adverse Effect. The Group has not received any written notice of proceedings relating to the actual revocation or modification of any Governmental Licenses which, singly or in the aggregate, if the subject of an unfavorable

decision, ruling or finding, would reasonably be expected to result in a Material Adverse Effect. To the extent required by applicable laws and regulations of the FDA, the Group has submitted to the FDA an Investigational New Drug Application or amendment or supplement thereto for each clinical trial it has conducted or sponsored or is conducting or sponsoring in the United States; all such submissions, if any, were in material compliance with applicable laws and regulations when submitted and no material deficiencies have been asserted by the FDA with respect to any such submissions. To the extent required by applicable laws and regulations of countries within the European Union, the Group has submitted to the national medicinal agencies of such countries a Clinical Trial Authorization application or amendment or supplement thereto for each clinical trial it has conducted or sponsored or is conducting or sponsoring in such countries; all such submissions, if any, were in material compliance with applicable laws and regulations when submitted and no material deficiencies have been asserted by the national medicinal agencies with respect to any such submissions.

(xxi) Title to Property. The Group does not own real property. The Group has good and marketable title to all personal and other properties owned by it (excluding for the purpose of this Section (1)(a)(xxi), Intellectual Property (as defined below)), in each case, free and clear of all mortgages, pledges, liens, security interests, claims, restrictions or encumbrances of any kind except such as (A) are described in the Registration Statement, the General Disclosure Package and the Prospectus or (B) do not, singly or in the aggregate, materially affect the value of such property and do not materially interfere with the use made and proposed to be made of such property by the Group; and all of the leases and subleases material to the business of the Group and under which the Group holds properties described in the Registration Statement, the General Disclosure Package or the Prospectus, are in full force and effect, and the Group has no notice of any material claim of any sort that has been asserted by anyone adverse to the rights of the Group under any of the leases or subleases mentioned above, or affecting or questioning the rights of the Group to the continued possession of the leased or subleased premises under any such lease or sublease.

(xxii) Intellectual Property. The Group owns, or has obtained valid, binding and enforceable licenses for the right to use, patents, patent applications, inventions, copyrights, know how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures), trademarks, service marks, trade names or other intellectual property (collectively, "Intellectual Property") necessary to carry on the business of the Group, in each case as described in the Registration Statement, the General Disclosure Package and the Prospectus (collectively, the "Company Intellectual Property"), except where failure to own, license or have such rights would not, individually or in the aggregate, have a Material Adverse Effect; and to the knowledge of the Company, the patents, trademarks, and copyrights, if any, included within the Company Intellectual Property are valid, enforceable, and subsisting. Other than as disclosed in the Registration Statement, the General Disclosure Package and the Prospectus, (A) the Group is not obligated to pay a material royalty, grant a license, or provide other material consideration to any third party in connection with the Company Intellectual Property, (B) the Group has not received any notice of any claim of infringement, misappropriation or conflict with any Intellectual Property rights of others with respect to any of the Group's product candidates or processes or the Company Intellectual Property, (C) to the knowledge of the Company, neither the manufacture nor the sale or use of any of the product candidates or processes of the Group referred to in the Registration Statement,

the General Disclosure Package or the Prospectus do or will infringe, misappropriate or violate any existing, non-patent Intellectual Property right or any existing valid, granted patent claim of any third party, and (D) to the knowledge of the Company, no third party has any ownership right in or to any Intellectual Property that is owned by the Group and, to the knowledge of the Company, no third party has any ownership right in or to any Intellectual Property that is exclusively licensed to the Group in any field of use, other than any licensor to the Group of such Intellectual Property. The statements relating to the Group's intellectual property rights contained in the Registration Statement, the General Disclosure Package and the Prospectus are complete and accurate in all material respects. The Registration Statement, the General Disclosure Package, and the Prospectus did not and do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the intellectual property statements, in light of the circumstance under which they were made, not misleading.

(xxiii) Patents and Patent Applications. All patents and patent applications owned by or licensed to the Group or under which the Group has rights have, to the knowledge of the Company, been duly and properly filed and maintained; except for routine *ex parte* patents prosecution activities before patent offices, there is no pending or, to the knowledge of the Company, threatened legal proceeding, including, but not limited to, any government or patent office proceeding, such as inter partes review, reexamination, opposition, or other patent office proceeding, in any jurisdiction challenging the validity, enforceability, or scope of any patents and/or pending patent applications owned by or licensed to the Group; to the knowledge of the Company, each individual associated with the filing and prosecution of such patents and applications has complied with their duty of candor and disclosure to the U.S. Patent and Trademark Office (the "USPTO") in connection with such patents and applications; and the Company is not aware of any information required to be disclosed to the USPTO that was not disclosed to the USPTO in connection with the prosecution of the aforementioned patents and applications.

(xxiv) Environmental Laws. Except as described in the Registration Statement, the General Disclosure Package and the Prospectus or as would not, singly or in the aggregate, reasonably be expected to result in a Material Adverse Effect, (A) the Group is not in violation of any applicable federal, state, local or foreign statute, law, rule, regulation, ordinance, code, policy or rule of common law or any judicial or administrative interpretation thereof, including any judicial or administrative order, consent, decree or judgment, relating to pollution or protection of human health, the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) or wildlife, including, without limitation, laws and regulations relating to the release or threatened release of chemicals, pollutants, contaminants, wastes, toxic substances, hazardous substances, petroleum or petroleum products, asbestos-containing materials or mold (collectively, "Hazardous Materials") or to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials (collectively, "Environmental Laws"), (B) the Group has all permits, authorizations and approvals required for its operations under any applicable Environmental Laws and is in compliance with its requirements, (C) there are no pending or, to the knowledge of the Company, threatened, administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, notices of noncompliance or violation, investigation or proceedings relating to any Environmental Law against the Group and (D) to the knowledge of the Company,

there are no events or circumstances that would reasonably be expected to form the basis of an order for clean-up or remediation, or an action, suit or proceeding by any private party or Governmental Entity, against or affecting the Group relating to Hazardous Materials or any Environmental Laws.

(xxv) Accounting Controls. The Company maintains an effective system of "internal control over financial reporting" (as defined under Rule 13-a15(f) and 15d-15(f) under the 1934 Act Regulations) that complies with the requirements of the 1934 Act and a system of internal accounting controls sufficient to provide reasonable assurances that (A) transactions are executed in accordance with management's general or specific authorization; (B) transactions are recorded as necessary to permit preparation of financial statements in conformity with IFRS as issued by the IASB and to maintain accountability for assets; (C) access to assets is permitted only in accordance with management's general or specific authorization; and (D) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. Except as described in the Registration Statement, the General Disclosure Package and the Prospectus, since the end of the Company's most recent audited fiscal year, there has been (1) no material weakness in the Company's internal control over financial reporting (whether or not remediated) and (2) no change in the Company's internal control over financial reporting that has materially adversely affected, or is reasonably likely to materially adversely affect, the Company's internal control over financial reporting.

(xxvi) Disclosure Controls. The Company has established "disclosure controls and procedures" (as defined in Rules 13a-15(e) and 15d-15(e) of the 1934 Act Regulations) that complies with the requirements of the 1934 Act; the Company's "disclosure controls and procedures" are reasonably designed to ensure that all information (both financial and non-financial) required to be disclosed by the Company in the reports that it files or submits under the 1934 Act is recorded, processed, summarized and reported within the time periods specified in the rules and regulations under the 1934 Act, and that all such information will be accumulated and communicated to the Company's management as appropriate to allow timely decisions regarding required disclosure and to make the certifications of the Chief Executive Officer and Chief Financial Officer of the Company required under the 1934 Act with respect to such reports.

(xxvii) Preclinical and Clinical Data and Regulatory Compliance. The preclinical tests and clinical trials that are described in, or the results of which are referred to in, the Registration Statement, the General Disclosure Package or the Prospectus (collectively, "Studies") were and, if still pending, are being conducted in all material respects in accordance with the protocols, procedures and controls designed and approved for such Studies and with standard medical and scientific research procedures; each description of the results of such Studies is accurate and complete in all material respects and fairly presents the data derived from such Studies; and the Company has no knowledge of any other Studies the results of which are inconsistent with, or otherwise call into question, the results described or referred to in the Registration Statement, the General Disclosure Package or the Prospectus. Except as described in the Registration Statement, the General Disclosure Package and the Prospectus, the Group has not received any written notice of, or correspondence from, any Governmental Authority requiring the termination, suspension or material modification of any Studies. The Company has

operated and currently is in compliance with the United States Federal Food, Drug, and Cosmetic Act, all applicable regulations of the FDA, the EMA and other federal, state, local and foreign governmental bodies exercising comparable authority, except where the failure to so operate or be in compliance would not have a Material Adverse Effect.

(xxviii) Payment of Taxes. The Group has filed all necessary Dutch and United States federal, state and foreign income and franchise tax returns that are required to have been filed by it pursuant to applicable national, federal, state, local, foreign or other law except insofar as the failure to file such returns would not reasonably be expected to result in a Material Adverse Effect, and has paid all taxes required to be paid by any of them pursuant to such returns or pursuant to any assessment received by the Group, except for such taxes, if any, as are being contested in good faith and as to which adequate reserves have been established by the Group or except insofar as the failure to pay such taxes would not reasonably be expected to result in a Material Adverse Effect. The charges, accruals and reserves on the books of the Company in respect of any income and corporation tax liability for any years not finally determined are adequate to meet any assessments or re-assessments for additional income tax for any years not finally determined, except to the extent of any inadequacy that would not reasonably be expected to result in a Material Adverse Effect. The Group is not involved in any current material dispute with any tax authority and the Group is currently not subject to any material investigation or audit from any tax authority. To the Company's knowledge, except for any net income taxes imposed on the Underwriters by the Netherlands or any political subdivision or taxing authority thereof or therein as a result of any present or former connection between the Underwriters and the Netherlands, no transaction, value added ("VAT"), stamp, capital or other issuance, registration, transaction, transfer or withholding tax or duty is payable in the Netherlands by or on behalf of the Underwriters to any taxing authority in connection with (i) the issuance, sale and delivery of the Securities by the Company in the manner contemplated herein; (ii) the purchase from the Company, and the initial sale and delivery by the Underwriters of the Securities to purchasers thereof as contemplated herein; or (iii) the execution and delivery of this Agreement or any other document to be furnished hereunder.

(xxix) Insurance. The Group carries or is entitled to the benefits of insurance, with financially sound and reputable insurers, in such amounts and covering such risks as is customary and adequate for the conduct of its business, and all such insurance is in full force and effect. The Group has not received any notice that it will not be able (A) to renew its existing insurance coverage as and when such policies expire or (B) to obtain comparable coverage from similar institutions as may be necessary or appropriate to conduct its business as now conducted and at a cost that would not reasonably be expected to result in a Material Adverse Effect. The Group has not been denied any insurance coverage which it has sought or for which it has applied.

(xxx) Investment Company Act. The Company is not required, and upon the issuance and sale of the Securities as herein contemplated and the application of the net proceeds therefrom as described in the Registration Statement, the General Disclosure Package and the Prospectus will not be required, to register as an "investment company" under the Investment Company Act of 1940, as amended (the "1940 Act").

(xxxi) Intentionally Omitted.

(xxxii)Absence of Manipulation. Neither the Company nor, to the Company's knowledge, any affiliate of the Company has taken, nor will the Company or any affiliate take, directly or indirectly any action which is designed, or would reasonably be expected, to cause or result in, or which constitutes, the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Securities or to result in a violation of Regulation M under the 1934 Act.

(xxxiii) Foreign Corrupt Practices Act. None of the Group or, to the knowledge of the Company, any supervisory or management board member, agent, employee, affiliate or other person acting on behalf of the Group is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons of (A) the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (the "FCPA"), including, without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA and the Group, or (B) any applicable non-United States anti-bribery statute or regulation, including, without limitation, the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions ("OECD Convention"), and the UK Bribery Act 2010 (the "UK Bribery Act"). To the knowledge of the Group, its affiliates have conducted their businesses in compliance with the FCPA, the OECD Convention and the UK Bribery Act and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.

(xxxiv) Money Laundering Laws. The operations of the Group are and have been conducted at all times in material compliance with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Entity (collectively, the "Money Laundering Laws"); and no action, suit or proceeding by or before any Governmental Entity involving the Group with respect to the Money Laundering Laws is pending or, to the knowledge of the Company, threatened.

(xxxv) OFAC. None of the Group or, to the knowledge of the Company, any supervisory or management board member, agent, employee, affiliate or representative of the Company is an individual or entity ("Person") currently the subject or target of any sanctions administered or enforced by the United States Government, including, without limitation, the U.S. Department of the Treasury's Office of Foreign Assets Control, the United Nations Security Council, the European Union, Her Majesty's Treasury of the United Kingdom, or other relevant sanctions authority (collectively, "Sanctions"), nor is the Group located, organized or resident in a country or territory that is the subject of Sanctions; and the Company will not directly or indirectly use the proceeds of the sale of the Securities, or lend, contribute or otherwise make available such proceeds to any subsidiaries, joint venture partners or other Person, to fund any activities of or business with any Person, or in any country or territory, that, at the time of such funding, is the subject of Sanctions or in any other manner that will result in a violation by any Person (including any Person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions.

(xxxvi) Lending Relationships. Except as disclosed in the Registration Statement, the General Disclosure Package and the Prospectus, the Group (i) does not have any material lending or other relationship with any banking or lending affiliate of any Underwriter and (ii) does not intend to use any of the proceeds from the sale of the Securities to repay any outstanding debt owed to any affiliate of any Underwriter.

(xxxvii) Statistical and Market-Related Data. Any statistical and market-related data included in the Registration Statement, the General Disclosure Package or the Prospectus are based on or derived from sources that the Company believes, after reasonable inquiry, to be reliable and accurate and, to the extent required, the Company has obtained the written consent to the use of such data from such sources.

(xxxviii) Listing Approval. The Ordinary Shares are registered pursuant to Section 12(b) of the 1934 Act. The Company has filed a Notice of Listing of Additional Shares with The NASDAQ Global Market, and the Company has taken no action designed to, or likely to have the effect of, terminating the registration of the Ordinary Shares under the 1934 Act or delisting the Securities from the NASDAQ Global Market, nor has the Company received any written notification that the Commission or the NASDAQ Global Market is contemplating terminating such registration or listing. The Company is in compliance with all applicable listing requirements of the NASDAQ Global Market, except to the extent as would not reasonably be expected to result in a Material Adverse Effect.

(xxxix) FINRA Matters. There are no affiliations or associations between any member of FINRA and any of the Company's officers, directors or 5% or greater shareholders. There are no relationships, direct or indirect, or related-party transactions involving the Company or any other person required to be described in the Registration Statement and the Prospectus which have not been described in such documents and the General Disclosure Package as required.

(xl) Brokers. Except pursuant to this Agreement, there is no broker, finder or other party that is entitled to receive from the Company any brokerage or finder's fee or other fee or commission as a result of any transactions contemplated by this Agreement.

(xli) Submission to Jurisdiction. The Company has the power to submit, and pursuant to SECTION 16 of this Agreement, has legally, validly, effectively and irrevocably submitted, to the personal jurisdiction of each United States federal court and New York state court located in the City and County of New York, Borough of Manhattan, State of New York, U.S.A., and the Company has the power to designate and pursuant to SECTION 16 of this Agreement, has legally, validly, effectively and irrevocably designated the notice address provided in SECTION 11 of this Agreement for the effective service of process in any action arising out of or relating to this Agreement or the Securities in any of the above courts, and service of process effected on such address will be effective to confer valid personal jurisdiction over the Company as provided in SECTION 16 hereof.

(xlii)No Rights of Immunity. Except as provided by laws or statutes generally applicable to transactions of the type described in this Agreement, neither the Company nor any of its respective properties, assets or revenues has any right of immunity under the laws of the Netherlands, New York State law or United States federal law, from any legal action, suit or proceeding, from the giving of any relief in any such legal action, suit or proceeding, from set-off or counterclaim, from the jurisdiction of any Dutch, New York or United States federal court, from service of process, attachment upon or prior to judgment, or attachment in aid of execution of judgment, or from execution of a judgment, or other legal process or proceeding for the giving of any relief or for the enforcement of a judgment, in any such court, with respect to its obligations, liabilities or any other matter under or arising out of or in connection with this Agreement. To the extent that the Company or any of its respective properties, assets or revenues may have or may hereafter become entitled to any such right of immunity in any such court in which proceedings may at any time be commenced, the Company waives or will waive such right to the extent permitted by law and has consented to such relief and enforcement as provided in SECTION 14 through SECTION 16 of this Agreement.

(xliii) Forward-Looking Statements. Each financial or operational projection or other "forward-looking statement" (as defined by Section 27A of the 1933 Act or Section 21E of the 1934 Act, as applicable) contained in the Registration Statement, the General Disclosure Package or the Prospectus (i) was so included by the Company in good faith and with reasonable basis after due consideration by the Company of the underlying assumptions, estimates and other applicable facts and circumstances and (ii) is accompanied by meaningful cautionary statements identifying those factors that could cause actual results to differ materially from those in such forward-looking statement. No such statement was made with the knowledge of a director or senior manager of the Company that is was false or misleading.

(b) *Certificates*. Any certificate signed by any management board member of the Company delivered to the Representative or to counsel for the Underwriters shall be deemed a representation and warranty by the Company to each Underwriter as to the matters covered thereby.

SECTION 2. Sale and Delivery to Underwriters; Closing.

(a) *Initial Securities*. On the basis of the representations and warranties herein contained and subject to the terms and conditions herein set forth, the Company agrees to sell to each Underwriter, severally and not jointly, and each Underwriter, severally and not jointly, agrees to purchase from the Company, at the price per share set forth in Schedule A, that number of Initial Securities set forth in Schedule A opposite the name of such Underwriter, plus any additional number of Initial Securities which such Underwriter may become obligated to purchase pursuant to the provisions of Section 10 hereof, subject, in each case, to such adjustments among the Underwriters as the Representative in its sole discretion shall make to eliminate any sales or purchases of fractional shares.

(b) *Option Securities*. In addition, on the basis of the representations and warranties herein contained and subject to the terms and conditions herein set forth, the Company hereby grants an option to the Underwriters, severally and not jointly, to purchase up to an additional 745,471 Ordinary Shares, at the price per share set forth in Schedule A, less an amount per share

equal to any dividends or distributions declared by the Company and payable on the Initial Securities (on a per-share basis) but not payable on the Option Securities. The option hereby granted may be exercised for 30 days after the date hereof and may be exercised in whole or in part at any time from time to time upon notice by the Representative to the Company setting forth the number of Option Securities as to which the several Underwriters are then exercising the option and the time and date of payment and delivery for such Option Securities. Any such time and date of delivery (a "Date of Delivery") shall be determined by the Representative, but any Date of Delivery occurring after the Closing Time shall not be later than seven full business days (i.e. a day on which banks are generally open for ordinary business in Amsterdam, the Netherlands, and New York, United States of America, a "Business Day") nor earlier than one full Business Day after the exercise of said option, nor in any event prior to the Closing Time. If the option is exercised as to all or any portion of the Option Securities, each of the Underwriters, acting severally and not jointly, will purchase that proportion of the total number of Option Securities then being purchased which the number of Initial Securities set forth in Schedule A opposite the name of such Underwriter bears to the total number of Initial Securities, subject, in each case, to such adjustments as the Representative in its sole discretion shall make to eliminate any sales or purchases of fractional shares.

(c) *Payment*. Payment of the purchase price for the Initial Securities shall be made at the offices of Morgan, Lewis & Bockius LLP, 101 Park Avenue, New York, NY 10178 or at such other place as shall be agreed upon by the Representative and the Company, at 9:00 A.M. (New York City time) on the second (third, if the pricing in connection with the Offering occurs after 4:30 P.M. (New York City time) on any given day) Business Day after the date hereof (unless postponed in accordance with the provisions of Section 10), or such other time not later than ten Business Days after such date as shall be agreed upon by the Representative and the Company (such time and date of payment and delivery being herein called "Closing Time"). Delivery of the Initial Securities at the Closing Time shall be made through the facilities of The Depository Trust Company unless the Representative shall otherwise instruct.

In addition, in the event that any or all of the Option Securities are purchased by the Underwriters, payment of the purchase price for such Option Securities shall be made at the above-mentioned offices, or at such other place as shall be agreed upon by the Representative and the Company, on each Date of Delivery as specified in the notice from the Representative to the Company. Delivery of the Option Securities on each such Date of Delivery shall be made through the facilities of The Depository Trust Company unless the Representative shall otherwise instruct.

Payment shall be made to the Company by wire transfer of immediately available funds to a bank account designated by the Company against delivery to the Representative for the respective accounts of the Underwriters of the Securities to be purchased by them. It is understood that each Underwriter has authorized the Representative, for its account, to accept delivery of and receipt for, and to make payment of the purchase price for, the Initial Securities and the Option Securities, if any, which it has agreed to purchase. The Representative (not as representative of the Underwriters) may (but shall not be obligated to) make payment of the purchase price for the Initial Securities or the Option Securities, if any, to be purchased by any Underwriter whose funds have not been received by the Closing Time or the relevant Date of Delivery, as the case may be, but such payment shall not relieve such Underwriter from its obligations hereunder.

For purposes hereof, the difference between the public offering price per share for the Securities and the purchase price per share for the Securities to be paid by the several Underwriters, each set forth on Schedule A, is the fee paid by the Company to the several Underwriters in consideration of the services rendered by the Underwriters to the Company hereunder.

SECTION 3. Covenants of the Company. The Company covenants with each Underwriter as follows:

(a) *Certain Notifications and Required Actions*. The Company will notify the Representative promptly and confirm the notice in writing, (i) when any post-effective amendment to the Registration Statement shall become effective or any amendment or supplement to the Prospectus shall have been filed, (ii) of the receipt of any comments from the Commission, (iii) of any request by the Commission for any amendment to the Registration Statement or any amendment or supplement to the Prospectus or for additional information, (iv) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or any post-effective amendment or of any order preventing or suspending the use of any preliminary prospectus or the Prospectus, or of the suspension of the qualification of the Securities from any securities exchange upon which they are listed for trading or included or designated for quotation, or of threatening or initiation of any proceedings for any such purposes. The Company agrees that it will comply with all applicable provisions of Rule 424(b), Rule 433 and Rule 430B of the 1933 Act Regulations and will use its reasonable efforts to confirm that any filings made by the Company under Rule 424(b) or Rule 433 were received by the Commission through EDGAR. The Company will make every reasonable effort to prevent the issuance of any stop order, prevention or suspension and, if any such order is issued, to obtain the lifting thereof at the earliest possible moment.

(b) *Continued Compliance with Securities Laws*. The Company will comply with the 1933 Act, the 1933 Act Regulations, the 1934 Act, the 1934 Act Regulations and the rules of NASDAQ so as to permit the completion of the distribution of the Securities as contemplated in this Agreement and in the Registration Statement, the General Disclosure Package and the Prospectus. If at any time when a prospectus relating to the Securities is (or, but for the exception afforded by Rule 172 of the 1933 Act Regulations ("Rule 172"), would be) required by the 1933 Act to be delivered in connection with sales of the Securities, any event shall occur or condition shall exist as a result of which it is necessary, in the reasonable opinion of counsel for the Underwriters or for the Company, to (i) amend the Registration Statement in order that the Registration Statement will not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (ii) amend or supplement the General Disclosure Package or the Prospectus in order that the General Disclosure Package or the Prospectus, as the case may be, will not include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein not misleading in the light of the circumstances existing at the time it is delivered to a purchaser or (iii) amend the Registration Statement or amend or supplement the General Disclosure Package or the Prospectus, as the case may be, in order to comply with the

requirements of the 1933 Act or the 1933 Act Regulations, the Company will promptly (A) give the Representative notice of such event, (B) prepare any amendment or supplement as may be necessary to correct such statement or omission or to make the Registration Statement, the General Disclosure Package or the Prospectus comply with such requirements and, a reasonable amount of time prior to any proposed filing or use, furnish the Representative with copies of any such amendment or supplement and (C) file with the Commission any such amendment or supplement; provided that the Company shall not file or use any such amendment or supplement to which the Representative or counsel for the Underwriters shall reasonably object. The Company will furnish to the Underwriters such number of copies of such amendment or supplement as the Underwriters may reasonably request. Without limiting the generality of the foregoing, the Company will, during the period when a prospectus relating to the Securities is required by the 1933 Act to be delivered (whether physically or through compliance with Rule 172 under the 1933 Act or any similar rule), file on a timely basis with the Commission and NASDAQ all reports and documents required to be filed under the 1934 Act.

(c) *Delivery of Registration Statements*. The Company has furnished or will deliver to the Representative and counsel for the Underwriters, without charge, signed copies of the Registration Statement as originally filed and each amendment thereto (including exhibits filed therewith) and signed copies of all consents and certificates of experts, and will also deliver to the Representative, without charge, a conformed copy of the Registration Statement as originally filed and each amendment thereto (without exhibits) for each of the Underwriters. The copies of the Registration Statement and each amendment thereto furnished to the Underwriters will be identical to the electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T.

(d) *Delivery of Prospectuses*. The Company has delivered to each Underwriter, without charge, as many copies of each preliminary prospectus as such Underwriter reasonably requested, and the Company hereby consents to the use of such copies for purposes permitted by the 1933 Act. The Company will furnish to each Underwriter, without charge, during the period when a prospectus relating to the Securities is (or, but for the exception afforded by Rule 172, would be) required to be delivered under the 1933 Act, such number of copies of the Prospectus (as amended or supplemented) as such Underwriter may reasonably request. The Prospectus and any amendments or supplements thereto furnished to the Underwriters will be identical to the electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T.

(e) *Blue Sky Qualifications*. The Company will cooperate with the Underwriters and counsel for the Underwriters to qualify the Securities for offering and sale under the applicable securities laws of such states and other jurisdictions (domestic or foreign) as the Representative may designate and to maintain such qualifications in effect so long as required to complete the distribution of the Securities; provided, however, that the Company shall not be obligated to file any general consent to service of process or to qualify as a foreign corporation or as a dealer in securities in any jurisdiction in which it is not so qualified or to subject itself to taxation in respect of doing business in any jurisdiction in which it is not otherwise so subject.

(f) *Rule 158*. The Company will timely file such reports pursuant to the 1934 Act as are necessary in order to make generally available to its security holders as soon as practicable an earnings statement for the purposes of, and to provide to the Underwriters the benefits contemplated by, the last paragraph of Section 11(a) of the 1933 Act.

(g) *Use of Proceeds*. The Company will use the net proceeds received by it from the sale of the Securities in the manner specified in the Registration Statement, the General Disclosure Package and the Prospectus under "Use of Proceeds."

(h) *Listing*. The Company will use its best efforts to effect the listing of the Securities on the NASDAQ Global Market, subject to notice of issuance.

(i) *Restriction on Sale of Securities*. During a period of 90 days from the date of the Prospectus, the Company will not, without the prior written consent of the Representative, directly or indirectly, (i) offer, pledge, sell, contract to sell (including any short sale), sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase or otherwise transfer or dispose of any Ordinary Shares or any securities convertible into or exercisable or exchangeable for Ordinary Shares, including depository receipts of the Company (collectively, the "Lock-Up Securities") or file any registration statement under the 1933 Act with respect to any of the foregoing or (ii) enter into any swap or any other agreement or any transaction that transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of the Ordinary Shares, whether any such swap or transaction described in clause (i) or (ii) above is to be settled by delivery of Ordinary Shares or such other securities, in cash or otherwise, other than (a) the Securities to be sold hereunder or pursuant to that certain Securities Subscription Agreement, dated on or about the date hereof, between the Company and the parties thereto (and solely to the extent that such sales are disclosed in the Prospectus), (b) the grant of options or other equity-based awards pursuant to the terms of a plan disclosed in the Registration Statement, or the issuance of any Ordinary Shares upon the exercise of such options or other equity-based awards, provided that the recipient of such options or other equity-based awards (to the extent that such options or other equity-based awards shall vest within the period ending 90 days after the date of the Prospectus) or such Ordinary Shares shall execute and deliver a lock up agreement substantially in the form of Exhibit A hereto prior to receiving such options, equity-based awards or Ordinary Shares unless such recipient has previously executed such agreement, (c) the filing by the Company of a registration statement on Form S-8 or a successor form thereto solely with respect to the Company's benefit plans disclosed in the Registration Statement, the General Disclosure Package and the Prospectus, (d) the establishment of a trading plan pursuant to Rule 10b5-1 under the 1934 Act, for the repurchase of Ordinary Shares, provided that such plan does not provide for the repurchase of Ordinary Shares during the 90-day restricted period and no public announcement or filing under the 1934 Act regarding the establishment of such plan shall be required of or voluntarily made by or on behalf of the Company or any other person, (e) the issuance of preferred shares pursuant to the exercise of the protective call option that was granted to Stichting Continuity ProQR Therapeutics on September 23, 2014 in accordance with its terms, (f) Securities issued pursuant to acquisitions or strategic transactions approved by a majority of the disinterested directors of the Company, provided that such securities are issued as "restricted securities" (as defined in Rule 144) and carry no registration rights that require or permit the filing of any registration statement in connection therewith during the 90-day restricted period, and provided that any such issuance shall only be to a person (or to the equityholders of a person) which is, itself or through its subsidiaries, an operating company or an

owner of an asset in a business synergistic with the business of the Company and shall provide to the Company additional benefits in addition to the investment of funds, but shall not include a transaction in which the Company is issuing securities primarily for the purpose of raising capital or to an entity whose primary business is investing in securities, or (g) solely in the event that the total gross proceeds of the Offering and any registered direct offering by the Company concurrent with the Offering is less than $20,000,000, any drawdown after January 1, 2018 of the Company's existing as of the date hereof "at-the-market" sales program but only in the event that the sale price of such shares is higher than the public offering price as listed in Schedule A hereto.

(j) *Issuer Free Writing Prospectuses*. The Company agrees that, unless it obtains the prior written consent of the Representative, it will not make any offer relating to the Securities that would constitute an Issuer Free Writing Prospectus or that would otherwise constitute a "free writing prospectus," or a portion thereof, required to be filed by the Company with the Commission or retained by the Company under Rule 433; provided that the Representative will be deemed to have consented to the Issuer Free Writing Prospectuses listed on Schedule B-2 hereto and any "road show that is a written communication" within the meaning of Rule 433(d)(8)(i) that has been reviewed by the Representative. The Company represents that it has treated or agrees that it will treat each such free writing prospectus consented to, or deemed consented to, by the Representative as an "issuer free writing prospectus," as defined in Rule 433, and that it has complied and will comply with the applicable requirements of Rule 433 with respect thereto, including timely filing with the Commission where required, legending and record keeping. If at any time following issuance of an Issuer Free Writing Prospectus there occurred or occurs an event or development as a result of which such Issuer Free Writing Prospectus conflicted or would conflict with the information contained in the Registration Statement, any preliminary prospectus or the Prospectus or included or would include an untrue statement of a material fact or omitted or would omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at that subsequent time, not misleading, the Company will promptly notify the Representative and will promptly amend or supplement, at its own expense, such Issuer Free Writing Prospectus to eliminate or correct such conflict, untrue statement or omission.

(k) *Emerging Growth Company Status*. The Company will promptly notify the Representative if the Company ceases to be an Emerging Growth Company at any time prior to the later of (i) completion of the distribution of the Securities within the meaning of the 1933 Act and (ii) completion of the 90-day restricted period referred to in Section 3(i).

(l) *Investment Limitation*. The Company shall not invest or otherwise use the proceeds received by the Company from its sale of the Securities in such a manner as would require the Company or any of its subsidiaries to register as an investment company under the 1940 Act.

(m) *No Stabilization or Manipulation; Compliance with Regulation M*. The Company will not take, and will use commercially reasonable efforts to ensure that no affiliate of the Company will take, directly or indirectly, any action designed to or that might reasonably be expected to cause or result in stabilization or manipulation of the price of the Securities or any reference security with respect to the Securities, whether to facilitate the sale or resale of the Securities or otherwise, and the Company will, and shall use commercially reasonable efforts to cause each of its affiliates to, comply with all applicable provisions of Regulation M.

(n) *Tax Indemnity*. The Company will indemnify and hold harmless the Underwriters against any VAT, documentary, stamp or similar issue tax, including any interest and penalties, on the creation, issue and sale of the Securities and on the execution and delivery of this Agreement.

(o) *Withholding taxes*. All sums payable by the Group to the Underwriters under this Agreement shall be paid free and clear of all deductions or withholdings imposed by the Netherlands or by any other jurisdiction through which the Group chooses to make a payment, unless the deduction or withholding is required by law, in which event the Group shall pay such additional amount as shall be required to ensure that the net amount received by the relevant Underwriter will equal the full amount which would have been received by such Underwriter had no deduction or withholding been made.

(p) *VAT*. All sums payable by the Group to the Underwriters under this Agreement shall be considered exclusive of any VAT or other similar taxes levied by reference to added value or sales. If the transactions described in this Agreement are subject to any VAT, the sums payable by the Group to the relevant Underwriter under this Agreement shall be increased with such VAT, provided that the relevant Underwriter shall provide the Group with a valid invoice that complies with all relevant tax regulations and that specifically states the applicable amount of VAT.

SECTION 4. Payment of Expenses.

(a) *Expenses*. The Company will pay or cause to be paid all expenses (together with any irrecoverable VAT payable in respect of such expenses) incident to the performance of its obligations under this Agreement, including (i) the preparation, printing and filing of the Registration Statement (including financial statements and exhibits) as originally filed and each amendment thereto, (ii) the preparation, printing and delivery to the Underwriters of copies of each preliminary prospectus, each Issuer Free Writing Prospectus and the Prospectus and any amendments or supplements thereto and any costs associated with electronic delivery of any of the foregoing by the Underwriters to investors, (iii) the preparation, issuance and delivery of the Securities to the Underwriters, including any stock or other transfer taxes and any stamp or other duties payable upon the sale, issuance or delivery of the Securities to the Underwriters, (iv) the fees and disbursements of the Company's counsel, accountants and other advisors, (v) the qualification of the Securities under securities laws in accordance with the provisions of Section 3(e) hereof, including filing fees and the reasonable fees and disbursements of counsel for the Underwriters in connection therewith and in connection with the preparation of a "Blue Sky Survey" and any supplement thereto, in an amount not to exceed $5,000, (vi) the fees and expenses of any transfer agent or registrar for the Securities, (vii) the costs and expenses of the Company relating to investor presentations on any "road show" undertaken in connection with the marketing of the Securities, including without limitation, expenses associated with the production of road show slides and graphics, fees and expenses of any consultants engaged by the Company in connection with the road show presentations, travel and lodging expenses of the Company's officers and employees and any such consultants (provided that the travel, lodging

and any car travel expenses of the representatives of the Underwriters shall be paid by the Underwriters), and 50% of the cost of any aircraft and other transportation chartered in connection with the road show, (viii) the reasonable fees and disbursements of counsel to the Underwriters in connection with the Offering, in an amount not to exceed $75,000, and the filing fees incident to, and the reasonable fees and disbursements of counsel to the Underwriters in connection with, the review by FINRA of the terms of the sale of the Securities, in an amount not to exceed $20,000, (ix) the fees and expenses incurred in connection with the listing of the Securities on the NASDAQ Global Market, (x) the reasonable fees and disbursements of the Underwriter's settlement agent, in an amount not to exceed $10,000 and (xi) the costs and expenses (including, without limitation, any damages or other amounts payable in connection with legal or contractual liability) associated with the reforming of any contracts for sale of the Securities made by the Underwriters caused by a breach of the representation contained in the third sentence of Section 1(a)(ii). Notwithstanding the above, except as provided in this Section 4(a), Section 4(b) below, Section 6 (Indemnification) and Section 7 (Contribution), the Underwriters will pay all of their costs and expenses, including fees and expenses of their counsel.

(b) *Termination of Agreement*. If this Agreement is terminated by the Representative in accordance with the provisions of Section 5, Section 9(a)(i) or Section 9(a)(iii) hereof, the Company shall reimburse the Underwriters for all of their reasonably documented out-of-pocket expenses, including the reasonable fees and disbursements of counsel for the Underwriters.

SECTION 5. Conditions of Underwriters' Obligations. The obligations of the several Underwriters hereunder are subject to the accuracy of the representations and warranties of the Company contained herein or in certificates of any member of the management board of the Company delivered pursuant to the provisions hereof, to the performance by the Company of its covenants and other obligations hereunder, and to the following further conditions:

(a) *Effectiveness of Registration Statement; Rule 430B Information*. The Registration Statement, including any Rule 462(b) Registration Statement, has become effective and, at the Closing Time, no stop order suspending the effectiveness of the Registration Statement or any post-effective amendment thereto has been issued under the 1933 Act or the 1934 Act, no order preventing or suspending the use of any preliminary prospectus or the Prospectus has been issued and no proceedings for any of those purposes have been instituted or are pending or, to the Company's knowledge, contemplated; and the Company has complied in all material respects with each request (if any) from the Commission for additional information. A prospectus containing the Rule 430B Information shall have been filed with the Commission in the manner and within the time frame required by Rule 424(b) without reliance on Rule 424(b)(8) or a post-effective amendment providing such information shall have been filed with, and declared effective by, the Commission in accordance with the requirements of Rule 430B.

(b) *Opinions of United States Counsel for Company*. At the Closing Time, the Representative shall have received the opinions of Goodwin Procter LLP, United States counsel for the Company, dated the Closing Time, including with respect to intellectual property and regulatory matters, in form and substance satisfactory to counsel for the Underwriters and agreed upon between the parties, together with signed or reproduced copies of such letter for each of the other Underwriters.

(c) *Negative Assurance Letter of United States Counsel for the Company*. At the Closing Time, the Representative shall have received the negative assurance letter of Goodwin Procter LLP, United States counsel for the Company, dated the Closing Time, in form and substance satisfactory to counsel for the Underwriters and agreed upon between the parties, together with signed or reproduced copies of such letter for each of the other Underwriters.

(d) *Opinion of Dutch Counsel for the Company*. At the Closing Time, the Representative shall have received the opinion of Allen & Overy, Dutch counsel for the Company, dated the Closing Time, including with respect to certain regulatory and Dutch tax matters, in the form and substance satisfactory to counsel of the Underwriters and agreed upon between the parties, together with signed or reproduced copies of such letter for each of the other Underwriters.

(e) *Opinion of United States Counsel for Underwriters*. At the Closing Time, the Representative shall have received the opinion of Morgan, Lewis & Bockius UK LLP, United States counsel for the Underwriters, dated the Closing Time, together with signed or reproduced copies of such letter for each of the other Underwriters with respect to such matters as the Representative may reasonably request. In giving such opinion such counsel may rely, as to all matters governed by the laws of jurisdictions other than the law of the State of New York, the General Corporation Law of the State of Delaware and the federal securities laws of the United States, upon the opinions of counsel satisfactory to the Representative. Such counsel may also state that, insofar as such opinion involves factual matters, they have relied, to the extent they deem proper, upon certificates of officers and other representatives of the Company and certificates of public officials.

(f) *Opinion of Dutch Counsel for the Underwriters*. At the Closing Time, the Representative shall have received the opinion of Stibbe N.V., Dutch counsel for the Underwriters in connection with the offer and sale of the Securities, dated the Closing Time, in form and substance satisfactory to the Underwriters.

(g) *Certificate*. At the Closing Time, there shall not have been, since the date hereof or since the respective dates as of which information is given in the Registration Statement, the General Disclosure Package or the Prospectus, any material adverse change in the condition, financial or otherwise, or in the earnings, business affairs or prospects of the Company, whether or not arising in the ordinary course of business, and the Representative shall have received a certificate of a management board member, dated the Closing Time, to the effect that (i) from the date of this Agreement through the Closing Time, there has been no Material Adverse Effect, (ii) the representations and warranties of the Company in this Agreement are true and correct with the same force and effect as though expressly made at and as of the Closing Time, (iii) the Company has complied in all material respects with all agreements and satisfied all conditions on its part to be performed or satisfied at or prior to the Closing Time, and (iv) no stop order suspending the effectiveness of the Registration Statement under the 1933 Act has been issued and remains outstanding, no order preventing or suspending the use of any preliminary prospectus or the Prospectus has been issued and remains outstanding and no proceedings for any of those purposes have been instituted or are pending or, to their knowledge, contemplated.

(h) *Accountant's Comfort Letter*. At the time of the execution of this Agreement, the Representative shall have received from Deloitte Accountants B.V. a letter, dated such date, in form and substance satisfactory to the Representative, together with signed or reproduced copies of such letter for each of the other Underwriters containing statements and information of the type ordinarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information contained in the Registration Statement, the General Disclosure Package and the Prospectus.

(i) *Bring-down Comfort Letter*. At the Closing Time, the Representative shall have received from Deloitte Accountants B.V. a letter, dated as of the Closing Time, to the effect that they reaffirm the statements made in the letter furnished pursuant to subsection (h) of this Section, except that the specified date referred to shall be a date not more than three Business Days prior to the Closing Time.

(j) *Approval of Listing*. At the Closing Time, the Securities shall have been approved for listing on the NASDAQ Global Market, subject only to official notice of issuance.

(k) *No Objection*. FINRA shall have confirmed that it has not raised any objection with respect to the fairness and reasonableness of the underwriting terms and arrangements relating to the Offering of the Securities.

(l) *Lock-up Agreements*. At the date of this Agreement, the Representative shall have received an agreement substantially in the form of Exhibit A hereto signed by the persons and entities listed on Schedule C hereto.

(m) *Conditions to Purchase of Option Securities*. In the event that the Underwriters exercise their option provided in Section 2(b) hereof to purchase all or any portion of the Option Securities, the representations and warranties of the Company contained herein and the statements in any certificates furnished by the Company hereunder shall be true and correct as of each Date of Delivery and, at the relevant Date of Delivery, the Representative shall have received:

(i) CFO Certificate. The Representative shall have received a certificate of the Chief Financial Officer of the Company, dated as of the Closing Time in form and substance satisfactory to the Representative.

(ii) Opinions of United States Counsel for Company. If requested by the Representative, the opinions of Goodwin Procter LLP, U.S. counsel for the Company, including with respect to intellectual property and regulatory matters, in form and substance satisfactory to counsel for the Underwriters and agreed upon between the parties, dated such Date of Delivery, relating to the Option Securities to be purchased on such Date of Delivery and otherwise to the same effect as the opinion required by Section 5(b) hereof.

(iii) Negative Assurance Letter of United States Counsel for the Company. If requested by the Representative, the negative assurance letter of Goodwin Procter LLP, U.S. counsel for the Company, in form and substance satisfactory to counsel for the Underwriters and agreed upon between the parties, dated such Date of Delivery, relating to the Option Securities to be purchased on such Date of Delivery and otherwise to the same effect as the negative assurance letter required by Section 5(c) hereof.

(iv) Opinion of Dutch Counsel for the Company. If requested by the Representative, the opinion of Allen & Overy LLP, Dutch counsel for the Company, including with respect to certain regulatory and Dutch tax matters, in the form and substance satisfactory to counsel of the Underwriters and agreed upon between the parties, dated such Date of Delivery, relating to the Option Securities to be purchased on such Date of Delivery and otherwise to the same effect as the opinion required by Section 5(d) hereof.

(v) Opinion of United States Counsel for Underwriters. If requested by the Representative, the opinion of Morgan, Lewis & Bockius UK LLP, United States counsel for the Underwriters, dated such Date of Delivery, relating to the Option Securities to be purchased on such Date of Delivery and otherwise to the same effect as the opinion required by Section 5(e) hereof.

(vi) Opinion of Dutch Counsel for the Underwriters. If requested by the Representative, the opinion of Stibbe N.V., Dutch counsel for the Underwriters in connection with the offer and sale of the Securities, dated such Date of Delivery and otherwise to the same effect as the opinion required by Section 5(f) hereof.

(vii) Bring-down Comfort Letter. If requested by the Representative, a letter from Deloitte Accountants B.V., in form and substance satisfactory to the Representative and dated such Date of Delivery, substantially in the same form and substance as the letter furnished to the Representative pursuant to Section 5(h) hereof, except that the "specified date" in the letter furnished pursuant to this paragraph shall be a date not more than three Business Days prior to such Date of Delivery.

(n) *Additional Documents*. At the Closing Time and at each Date of Delivery (if any) counsel for the Underwriters shall have been furnished with such documents and opinions as they may reasonably require for the purpose of enabling them to pass upon the issuance and sale of the Securities as herein contemplated, or in order to evidence the accuracy of any of the representations or warranties, or the fulfillment of any of the conditions, herein contained; and all proceedings taken by the Company in connection with the issuance and sale of the Securities as herein contemplated shall be reasonably satisfactory in form and substance to the Representative and counsel for the Underwriters.

(o) *Termination of Agreement*. If any condition specified in this Section shall not have been fulfilled when and as required to be fulfilled, this Agreement, or, in the case of any condition to the purchase of Option Securities on a Date of Delivery which is after the Closing Time, the obligations of the several Underwriters to purchase the relevant Option Securities, may be terminated by the Representative by notice to the Company at any time at or prior to Closing Time or such Date of Delivery, as the case may be, and such termination shall be without liability of any party to any other party except as provided in Section 4 and except that Sections 1, 6, 7, 8, 14, 15 and 16 shall survive any such termination and remain in full force and effect.

SECTION 6. Indemnification.

(a) *Indemnification of Underwriters*. The Company agrees to indemnify and hold harmless each Underwriter, its directors and officers, its affiliates (as such term is defined in Rule 501(b) of the 1933 Act Regulations (each, an "Affiliate")), its selling agents and each person, if any, who controls any Underwriter within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act as follows:

(i) against any and all loss, liability, claim, damage and expense whatsoever, as incurred, arising out of any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement (or any amendment thereto), including the Rule 430B Information, or the omission or alleged omission therefrom of a material fact required to be stated therein or necessary to make the statements therein not misleading or arising out of any untrue statement or alleged untrue statement of a material fact included (A) in any preliminary prospectus, any Issuer Free Writing Prospectus, the General Disclosure Package or the Prospectus (or any amendment or supplement thereto), or (B) in any materials or information provided to investors by, or with the approval of, the Company in connection with the marketing of the Offering of the Securities ("Marketing Materials"), including any roadshow or investor presentations made to investors by the Company (whether in person or electronically), or the omission or alleged omission in any preliminary prospectus, Issuer Free Writing Prospectus, Prospectus or in any Marketing Materials of a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(ii) against any and all loss, liability, claim, damage and expense whatsoever, as incurred, to the extent of the aggregate amount paid in settlement of any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or of any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission; provided that (subject to Section 6(d) below) any such settlement is effected with the written consent of the Company; and

(iii) against any and all expense whatsoever, as incurred (including the reasonable fees and disbursements of counsel chosen by the Representative), reasonably incurred in investigating, preparing or defending against any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission, to the extent that any such expense is not paid under (i) or (ii) above;

provided, however, that this indemnity agreement shall not apply to any loss, liability, claim, damage or expense to the extent arising out of any untrue statement or omission or alleged untrue statement or omission made in the Registration Statement (or any amendment thereto), including the Rule 430B Information, the General Disclosure Package or the Prospectus (or any amendment or supplement thereto) in reliance upon and in conformity with the Underwriter Information.

(b) *Indemnification of Company, Directors and Senior Management*. Each Underwriter severally and not jointly agrees to indemnify and hold harmless the Company, its directors, and each of its senior managers who signed the Registration Statement, and each person, if any, who controls the Company within the meaning of Section 15 of the 1933 Act or

Section 20 of the 1934 Act, against any and all loss, liability, claim, damage and expense described in the indemnity contained in subsection (a) of this Section, as incurred, but only with respect to untrue statements or omissions, or alleged untrue statements or omissions, made in the Registration Statement (or any amendment thereto), including the Rule 430B Information, the General Disclosure Package or the Prospectus (or any amendment or supplement thereto) in reliance upon and in conformity with the Underwriter Information.

(c) *Actions against Parties; Notification*. Each indemnified party shall give notice as promptly as reasonably practicable to each indemnifying party of any action commenced against it in respect of which indemnity may be sought hereunder, but failure to so notify an indemnifying party shall not relieve such indemnifying party from any liability hereunder to the extent it is not materially prejudiced as a result thereof and in any event shall not relieve it from any liability which it may have otherwise than on account of this indemnity agreement. In the case of parties indemnified pursuant to Section 6(a) above, counsel to the indemnified parties shall be selected by the Representative, and, in the case of parties indemnified pursuant to Section 6 (b) above, counsel to the indemnified parties shall be selected by the Company. An indemnifying party may participate at its own expense in the defense of any such action; provided, however, that counsel to the indemnifying party shall not (except with the consent of the indemnified party) also be counsel to the indemnified party. In no event shall the indemnifying parties be liable for the reasonable fees and expenses of more than one counsel (in addition to any local counsel) separate from their own counsel for all indemnified parties in connection with any one action or separate but similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances. No indemnifying party shall, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever in respect of which indemnification or contribution could be sought under this Section 6 or Section 7 hereof (whether or not the indemnified parties are actual or potential parties thereto), unless such settlement, compromise or consent (i) includes an unconditional release of each indemnified party from all liability arising out of such litigation, investigation, proceeding or claim and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of any indemnified party.

(d) *Settlement without Consent if Failure to Reimburse*. If at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for reasonable fees and expenses of counsel, such indemnifying party agrees that it shall be liable for any settlement of the nature contemplated by Section 6(a)(ii) or settlement of any claim in connection with any violation referred to in Section 6(e) effected without its written consent if (i) such settlement is entered into more than 60 days after receipt by such indemnifying party of the aforesaid request, (ii) such indemnifying party shall have received notice of the terms of such settlement at least 30 days prior to such settlement being entered into and (iii) such indemnifying party shall not have reimbursed such indemnified party in accordance with such request prior to the date of such settlement.

(e) The indemnity and contribution agreements contained in Section 6 and Section 7 and the representations and warranties of the Company set forth in this Agreement shall remain operative and in full force and effect, regardless of (i) any investigation made by or on behalf of

any Underwriter, its directors or officers or any person controlling any Underwriter, the Company, its directors or officers or any persons controlling the Company, (ii) acceptance of any Securities and payment therefor hereunder, and (iii) any termination of this Agreement. A successor to any Underwriter, its directors or officers or any person controlling any Underwriter, or to the Company, its directors or officers, or any person controlling the Company, shall be entitled to the benefits of the indemnity, contribution and reimbursement agreements contained in Section 6 and Section 7.

SECTION 7. Contribution. If the indemnification provided for in Section 6 hereof is for any reason unavailable to or insufficient to hold harmless an indemnified party in respect of any losses, liabilities, claims, damages or expenses referred to therein, then each indemnifying party shall contribute to the aggregate amount of such losses, liabilities, claims, damages and expenses incurred by such indemnified party, as incurred, (i) in such proportion as is appropriate to reflect the relative benefits received by the Company, on the one hand, and the Underwriters, on the other hand, from the Offering of the Securities pursuant to this Agreement or (ii) if the allocation provided by clause (i) is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company, on the one hand, and of the Underwriters, on the other hand, in connection with the statements or omissions, or in connection with any violation of the nature referred to in Section 6(e) hereof, which resulted in such losses, liabilities, claims, damages or expenses, as well as any other relevant equitable considerations.

The relative benefits received by the Company, on the one hand, and the Underwriters, on the other hand, in connection with the Offering of the Securities pursuant to this Agreement shall be deemed to be in the same respective proportions as the total net proceeds from the Offering of the Securities pursuant to this Agreement (before deducting expenses) received by the Company, on the one hand, and the total underwriting discount received by the Underwriters, on the other hand, in each case as set forth on the cover of the Prospectus, bear to the aggregate public offering price of the Securities as set forth on the cover of the Prospectus.

The relative fault of the Company, on the one hand, and the Underwriters, on the other hand, shall be determined by reference to, among other things, whether any such untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by the Company or by the Underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission or any violation of the nature referred to in Section 6(e) hereof.

The Company and the Underwriters agree that it would not be just and equitable if contribution pursuant to this Section 7 were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to in this Section 7. The aggregate amount of losses, liabilities, claims, damages and expenses incurred by an indemnified party and referred to in this Section 7 shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in investigating, preparing or defending against any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever based upon any such untrue or alleged untrue statement or omission or alleged omission.

Notwithstanding the provisions of this Section 7, no Underwriter shall be required to contribute any amount in excess of the underwriting commissions received by such Underwriter in connection with the Securities underwritten by it and distributed to the public.

No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

For purposes of this Section 7, each person, if any, who controls an Underwriter within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act and each Underwriter's Affiliates and selling agents shall have the same rights to contribution as such Underwriter, and each director of the Company, each officer of the Company who signed the Registration Statement, and each person, if any, who controls the Company within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act shall have the same rights to contribution as the Company. The Underwriters' respective obligations to contribute pursuant to this Section 7 are several in proportion to the number of Initial Securities set forth opposite their respective names in Schedule A hereto and not joint.

SECTION 8. Representations, Warranties and Agreements to Survive. All representations, warranties and agreements contained in this Agreement or in certificates of the Company submitted pursuant hereto, shall remain operative and in full force and effect regardless of (i) any investigation made by or on behalf of any Underwriter or its Affiliates or selling agents, any person controlling any Underwriter, its officers or directors or any person controlling the Company and (ii) delivery of and payment for the Securities.

SECTION 9. Termination of Agreement.

(a) *Termination*. The Representative may terminate this Agreement, by notice to the Company, at any time at or prior to the Closing Time (i) if there has been, in the reasonable judgment of the Representative, since the time of execution of this Agreement or since the respective dates as of which information is given in the Registration Statement, the General Disclosure Package or the Prospectus, any material adverse change in the condition, financial or otherwise, or in the earnings, business affairs or prospects of the Company, whether or not arising in the ordinary course of business, or (ii) if there has occurred any material adverse change in the financial markets in the United States or the international financial markets, any outbreak of hostilities or escalation thereof or other calamity or crisis or any change or development involving a prospective change in national or international political, financial or economic conditions, in each case the effect of which is such as to make it, in the reasonable judgment of the Representative, impracticable or inadvisable to proceed with the completion of the Offering or to enforce contracts for the sale of the Securities, or (iii) if trading in any securities of the Company has been suspended or materially limited by the Commission or the NASDAQ Global Market, or (iv) if trading generally on the NYSE MKT or the New York Stock Exchange or in the NASDAQ Global Market has been suspended or materially limited, or minimum or maximum prices for trading have been fixed, or maximum ranges for prices have been required by, any of said exchanges or by order of the Commission, FINRA or any other governmental authority, or (v) a material disruption has occurred in commercial banking or securities settlement or clearance services in the United States or with respect to Clearstream or Euroclear systems in Europe, or (vi) if a banking moratorium has been declared by either Federal or New York authorities.

(b) *Liabilities*. If this Agreement is terminated pursuant to this Section 9, such termination shall be without liability of any party to any other party except as provided in Section 4 hereof, and provided further that Sections 1, 6, 7, 8, 14, 15 and 16 shall survive such termination and remain in full force and effect.

SECTION 10. Default by One or More of the Underwriters. If one or more of the Underwriters shall fail at the Closing Time or a Date of Delivery to purchase the Securities which it or they are obligated to purchase under this Agreement (the "Defaulted Securities"), the Representative shall have the right, within 24 hours thereafter, to make arrangements for one or more of the non-defaulting Underwriters, or any other underwriters, to purchase all, but not less than all, of the Defaulted Securities in such amounts as may be agreed upon and upon the terms herein set forth; if, however, the Representative shall not have completed such arrangements within such 24-hour period, then:

(i) if the number of Defaulted Securities does not exceed 10% of the number of Securities to be purchased on such date, each of the non-defaulting Underwriters shall be obligated, severally and not jointly, to purchase the full amount thereof in the proportions that their respective underwriting obligations hereunder bear to the underwriting obligations of all non-defaulting Underwriters, or

(ii) if the number of Defaulted Securities exceeds 10% of the number of Securities to be purchased on such date, this Agreement or, with respect to any Date of Delivery which occurs after the Closing Time, the obligation of the Underwriters to purchase, and the Company to sell, the Option Securities to be purchased and sold on such Date of Delivery shall terminate without liability on the part of any non-defaulting Underwriter.

No action taken pursuant to this Section 10 shall relieve any defaulting Underwriter from liability in respect of its default.

In the event of any such default which does not result in a termination of this Agreement or, in the case of a Date of Delivery which is after the Closing Time, which does not result in a termination of the obligation of the Underwriters to purchase and the Company to sell the relevant Option Securities, as the case may be, either the (i) Representative or (ii) the Company shall have the right to postpone the Closing Time or the relevant Date of Delivery, as the case may be, for a period not exceeding seven days in order to effect any required changes in the Registration Statement, the General Disclosure Package or the Prospectus or in any other documents or arrangements. As used herein, the term "Underwriter" includes any person substituted for an Underwriter under this Section 10.

SECTION 11. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed or transmitted by any standard form of telecommunication. Notices to the Underwriters shall be directed to H.C. Wainwright & Co., LLC, 430 Park Avenue, 4th Floor, New York, NY 10022, attention: Head of Investment Banking, or by email at placements@hcwco.com, or by phone at 212-356-0500; notices to the Company shall be directed to it at ProQR Therapeutics N.V., Zernikedreef 9, 2333 CK Leiden, the Netherlands, attention of the Chief Executive Officer (telephone: + 31 (0) 88 166 7000).

SECTION 12. No Advisory or Fiduciary Relationship. The Company acknowledges and agrees that (a) the purchase and sale of the Securities pursuant to this Agreement, including the determination of the public offering price of the Securities and any related discounts and commissions, is an arm's-length commercial transaction between the Company, on the one hand, and the several Underwriters, on the other hand, (b) in connection with the Offering of the Securities and the process leading thereto, each Underwriter is and has been acting solely as a principal and is not the agent or fiduciary of the Company or its shareholders, creditors, employees or any other party, (c) no Underwriter has assumed or will assume an advisory or fiduciary responsibility in favor of the Company with respect to the Offering of the Securities or the process leading thereto (irrespective of whether such Underwriter has advised or is currently advising the Company on other matters) and no Underwriter has any obligation to the Company with respect to the Offering of the Securities except the obligations expressly set forth in this Agreement, (d) the Underwriters and their respective affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Company and (e) the Underwriters have not provided any legal, accounting, regulatory or tax advice with respect to the Offering of the Securities and the Company has consulted its own respective legal, accounting, regulatory and tax advisors to the extent it deemed appropriate.

SECTION 13. Parties. This Agreement shall each inure to the benefit of and be binding upon the Underwriters and the Company and their respective successors. Nothing expressed or mentioned in this Agreement is intended or shall be construed to give any person, firm or corporation, other than the Underwriters and the Company and their respective successors and the controlling persons and officers and directors referred to in Sections 6 and 7 and their heirs and legal representatives, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision herein contained. This Agreement and all conditions and provisions hereof are intended to be for the sole and exclusive benefit of the Underwriters and the Company and their respective successors, and said controlling persons and officers and directors and their heirs and legal representatives, and for the benefit of no other person, firm or corporation. No purchaser of Securities from any Underwriter shall be deemed to be a successor by reason merely of such purchase.

SECTION 14. Trial by Jury. The Company (on its behalf and, to the extent permitted by applicable law, on behalf of its shareholders and affiliates) and each of the Underwriters hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

SECTION 15. GOVERNING LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF, THE STATE OF NEW YORK WITHOUT REGARD TO ITS CHOICE OF LAW PROVISIONS.

SECTION 16. Consent to Jurisdiction; Waiver of Immunity. Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby shall be instituted in (i) the federal courts of the United States of America located in the City and County of New York, Borough of Manhattan or (ii) the courts of the State of New York located in the City and County of New York, Borough of Manhattan (collectively, the "Specified Courts"), and each party irrevocably submits to the exclusive jurisdiction (except for proceedings instituted in regard to the enforcement of a judgment of any such court, as to which such jurisdiction is non-exclusive) of such courts in any such suit, action or proceeding. Service of any process, summons, notice or document by mail to such party's address set forth above shall be effective service of process for any suit, action or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or other proceeding in the Specified Courts and irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such suit, action or other proceeding brought in any such court has been brought in an inconvenient forum.

SECTION 17. TIME. TIME SHALL BE OF THE ESSENCE OF THIS AGREEMENT. EXCEPT AS OTHERWISE SET FORTH HEREIN, SPECIFIED TIMES OF DAY REFER TO NEW YORK CITY TIME.

SECTION 18. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same agreement.

SECTION 19. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

[Remainder of this page intentionally left blank.]

If the foregoing is in accordance with your understanding of our agreement, please sign and return to the Company a counterpart hereof, whereupon this instrument, along with all counterparts, will become a binding agreement among the Underwriters and the Company in accordance with its terms.

Very truly yours,

PROQR THERAPEUTICS N.V.

By /s/ Daniel de Boer
Name: Daniel de Boer
Title: Chief Executive Officer

CONFIRMED AND ACCEPTED,
as of the date first above written:

H.C. WAINWRIGHT & CO., LLC

By /s/ Edward D. Silvera
Name: Edward D. Silvera
Title: Chief Operating Officer

For itself and as Representative of the other Underwriters named in Schedule A hereto.

SCHEDULE A

The public offering price per share for the Securities shall be $3.25.

The purchase price per share for the Securities to be paid by the several Underwriters shall be: (i) $3.1525 with respect to certain insiders of the Company (as agreed between the Underwriters and the Company), being an amount equal to the offering price set forth above less $0.0975 per share (the "Insider Discount") and (ii) $3.055 with respect to all other purchasers, the offering price set forth above less $0.195 per share (the "Standard Discount"), in both (i) and (ii) subject to adjustment in accordance with Section 2(b) for dividends or distributions declared by the Company and payable on the Initial Securities but not payable on the Option Securities.

Name of Underwriter	Number of Total Initial Securities	Number of Initial Securities Subject to Insider Discount	Number of Initial Securities Subject to Standard Discount
H.C. Wainwright & Co., LLC	3,478,864	852,603	2,626,261
National Securities Corporation	1,490,941	365,401	1,125,540
Total	4,969,805	1,218,004	3,751,801

SCHEDULE B-1

Pricing Terms

1. The Company is selling 4,969,805 Ordinary Shares.

2. The Company has granted an option to the Underwriters, severally and not jointly, to purchase up to an additional 745,471 Ordinary Shares.

3. The public offering price per share for the Securities shall be $3.25 (the "Public Offering Price").

4. The Company is concurrently selling 1,427,692 Ordinary Shares at the Public Offering Price pursuant to that certain Securities Subscription Agreement, dated on or about the date hereof, between the Company and the parties thereto.

SCHEDULE B-2

Free Writing Prospectuses

None.

SCHEDULE C

List of Persons and Entities Subject to Lock-up

Dinko Valerio

Alison Lawton

Antoine Papiernik

Paul Baart

James Shannon

Daniel de Boer

René Beukema

Gerard Platenburg

Smital Shah

Robert Cornelisse

Exhibit A

Form of Lock-Up Agreement

ProQR Therapeutics N.V.

November , 2017

H.C. Wainwright & Co., LLC
430 Park Avenue
New York, NY 10022
United States of America

As Representative of the Several Underwriters

Re: Proposed Public Offering by ProQR Therapeutics N.V.

Ladies and Gentlemen:

The undersigned is a holder of ordinary shares, a member of the supervisory board or management board, and/or a member of senior management of ProQR Therapeutics N.V., a public company with limited liability (*naamloze vennootschap*), (the "Company"). The undersigned understands that H.C. Wainwright & Co., LLC (the "Representative") propose to enter into an Underwriting Agreement (the "Underwriting Agreement") with the Company providing for a public offering (the "Public Offering") of the ordinary shares of the Company (the "Ordinary Shares"). In recognition of the benefit that such an offering will confer upon the undersigned, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agrees with each underwriter to be named in the Underwriting Agreement (collectively, the "Underwriters") that, during the period beginning on the date hereof and ending on the date that is 90 days from the date of the Underwriting Agreement (the "Lock-Up Period"), the undersigned will not, without the prior written consent of the Representative, directly or indirectly, (i) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant for the sale of, or otherwise dispose of or transfer any Ordinary Shares or any securities convertible into or exchangeable or exercisable for Ordinary Shares, including depository receipts of the Company, whether now owned or hereafter acquired by the undersigned or with respect to which the undersigned has or hereafter acquires the power of disposition (collectively, the "Lock-Up Securities"), or exercise any right with respect to the registration of any of the Lock-Up Securities, or file or cause to be filed any registration statement in connection therewith, under the Securities Act of 1933, as amended, or (ii) enter into any swap or any other agreement or any transaction that transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of the Lock-Up Securities, whether any such swap or transaction is to be settled by delivery of Ordinary Shares or other securities, in cash or otherwise.

Notwithstanding the foregoing, and subject to the conditions below, the undersigned may transfer the Lock-Up Securities during the Lock-Up Period without the prior written consent of the Representative, provided that (1) in the case of clauses (i), (ii), (iii), (iv), (v) and (vi) below, the Representative receives a signed agreement for the balance of the Lock-Up Period from each donee, trustee, distributee, or transferee, as the case may be, stating that such person is receiving and holding the Lock-Up Securities subject to the provisions of this lock-up agreement, (2) in the case of clauses (i), (ii), (iii), (iv), (v) and (vi), any such transfer shall not involve a disposition for value, (3) in the case of clauses (i), (ii), (iii), (vi) and (vii) below, such transfers are not required to be reported with the U.S. Securities and Exchange

Commission ("SEC") and do not trigger any filing or reporting obligation or require any public announcement during the Lock-Up Period under any other applicable laws, and (4) in the case of clauses (i), (ii), (iii), (vi) and (vii) below, the undersigned does not otherwise voluntarily effect any public filing or report regarding such transfers during the Lock-Up Period:

(i) as a *bona fide* gift or gifts; or

(ii) to any trust or limited family partnership for the direct or indirect benefit of the undersigned or the immediate family of the undersigned or to any entity directly or indirectly wholly owned by the undersigned or the immediate family of the undersigned (for purposes of this lock-up agreement, "immediate family" shall mean any relationship by blood, marriage or adoption, not more remote than first cousin); or

(iii) as a distribution to partners, members, other shareholders or other equity holders of the undersigned (or their equivalents under the jurisdiction of the organization of the undersigned) or, if the undersigned is a trust, to the beneficiaries of the undersigned; or

(iv) by will, other testamentary document or intestate succession to the legal representative, heir, beneficiary or a member of the immediate family of the undersigned upon the death of the undersigned; or

(v) by operation of law, including domestic relations orders; or

(vi) to the undersigned's affiliates or to any investment fund or other entity controlled or managed by, or under common control or management by, or any investment fund or other entity that controls or manages, the undersigned; or

(vii) in connection with the exercise, including by "net" exercise, of any options or warrants to acquire Ordinary Shares or the conversion of any convertible security into Ordinary Shares, in each case that are referred to or described in the prospectus for the Public Offering, so long as the Ordinary Shares received upon such exercise or conversion shall remain subject to the terms of this lock-up agreement; or

(viii) in connection with a merger or sale of the Company pursuant to which the shareholders of the Company immediately prior to such transaction own less than 50% of the voting power of the resulting or acquiring corporation or entity after such transaction (it being further understood that this lock-up agreement shall not restrict the undersigned from entering into any agreement or arrangement in connection therewith, including an agreement to vote in favor of, or tender Ordinary Shares or other securities of the Company in, any such transaction or taking any other action in connection with any such transaction).

Furthermore, during the Lock-Up Period, the undersigned may (a) sell Ordinary Shares of the Company purchased by the undersigned in the Public Offering or on the open market following the Public Offering, provided that (i) such sales are not required to be

reported with the SEC, other than as required by Regulation 13D-G of the Securities Exchange Act of 1934, as amended, (the "Exchange Act"), and do not trigger any filing or reporting obligation or require any public announcement during the Lock-up Period under any other applicable laws and (ii) the undersigned does not otherwise voluntarily effect any public filing or report regarding such sales during the Lock-Up Period, or (b) establish a contract, instruction or plan (a "10b5-1 Plan") that complies with the requirements of Rule 10b5-1(c)(1) under the Exchange Act, at any time during the Lock-Up Period, provided that (i) such 10b5-1 Plan does not provide for the transfer of Ordinary Shares during the Lock-Up Period and (ii) no public announcement or filing under the Exchange Act, if any, is required of or is voluntarily made by or on behalf of the undersigned or the Company regarding the establishment of such 10b5-1 Plan.

The undersigned also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of the Lock-Up Securities except in compliance with the foregoing restrictions.

This lock-up agreement shall automatically terminate, and the undersigned shall be released from its obligations hereunder, upon the earliest to occur, if any, of the following: (i) if, prior to the execution of the Underwriting Agreement, the Representative, on behalf of the Underwriters, or the Company, advises the other party in writing that it has determined not to proceed with the Public Offering, (ii) the Company files an application to withdraw the registration statement related to the Public Offering, (iii) if the Underwriting Agreement is executed but is terminated prior to the closing of the Public Offering (other than the provisions thereof which survive termination), or (iv) November 30, 2017, in the event that the Underwriting Agreement has not been executed by such date.

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

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

Very truly yours,

Signature

Printed Name of Person Signing

(Indicate capacity of persons signing if signing as custodian or trustee, or on behalf of an entity)

Exhibit 1.2

SECURITIES SUBSCRIPTION AGREEMENT

ProQR Therapeutics N.V.
Zernikedreef 9
2333 CK Leiden
The Netherlands

Ladies and Gentlemen:

The undersigned (the "*Investor*") hereby confirms and agrees with ProQR Therapeutics N.V., a public company with limited liability (*naamloze vennootschap*) incorporated under the laws of the Netherlands (the "*Company*") as follows:

1. As of the Closing (as defined below) and subject to the terms and conditions hereof, the Investor will acquire from the Company and the Company will issue to the Investor such number of ordinary shares (the "*Shares*"), with a nominal value of €0.04 per share, of the Company (the "*Ordinary Shares*") as is set forth on the signature page hereto (the "*Signature Page*") for an issue price of $3.25 per Share.

2. The closing is expected to occur on November 16, 2017 (the "*Closing*") in accordance with Rule 15c6-1 promulgated under the Securities Exchange Act of 1934, as amended (the "*Exchange Act*"), subject to the Company's satisfaction of the closing conditions set forth in Section 5 hereof. The provisions set forth in Exhibit A hereto shall be incorporated herein by reference as if set forth fully herein.

3. The offering and issue of the Shares (the "*Offering*") are being made pursuant to the Registration Statement and the Prospectus (as such terms are defined below).

4. The Company has filed with the Securities and Exchange Commission (the "*Commission*") (i) a prospectus included in the registration statement (File No. 333-207245), which became effective as of October 19, 2015 (the "*Base Prospectus*"), (ii) if applicable, a preliminary prospectus supplement related to the Offering (together with the Base Prospectus, the "*Statutory Prospectus*"), and (iii) if applicable, any issuer free writing prospectus as defined in Rule 433 under the Securities Act of 1933, as amended (the "*Securities Act*"), relating to the Shares and delivered to the Investor on or prior to the date hereof (the "*Issuer Free Writing Prospectus*"), and will file with the Commission a final prospectus supplement (together with the Base Prospectus, the "*Prospectus*") with respect to the registration statement (File No. 333-207245) reflecting the Offering, including all amendments thereto, the exhibits and any schedules thereto, the documents otherwise deemed to be a part thereof or included therein by the rules and regulations of the Commission (the "*Rules and Regulations*") and any registration statement relating to the Offering and filed pursuant to Rule 462(b) under the Rules and Regulations (collectively, the "*Registration Statement*"), in conformity with the Securities Act, including Rule 424(b) thereunder. The Base Prospectus, any Statutory Prospectus, any Issuer Free Writing Prospectus and the pricing information contained in this agreement are collectively the "*Time of Sale Disclosure Package*".

5. The Company's obligation to issue the Shares to the Investor shall be subject to the receipt by the Company of the issue price for the Shares being acquired hereunder as set forth on the Signature Page and the accuracy of the representations and warranties made by the Investor and the fulfillment of those undertakings of the Investor to be fulfilled prior to the date of the Closing. The obligation of the Investor to purchase the Shares at Closing as provided herein is subject to the accuracy of the representations and warranties of the Company set forth in Section 8 below, to the performance by the Company of its covenants and other obligations hereunder, in each case in all material respects, and to the conditions set forth below, unless waived by the Investor in writing:

(a) As of the Closing, no stop order suspending the effectiveness of the Registration Statement or any post-effective amendment thereto has been issued under the 1933 Act or the 1934 Act, no order preventing or suspending the use of any preliminary prospectus or the Prospectus has been issued and no proceedings for any of those purposes have been instituted or are pending or, to the Company's knowledge, contemplated; and the Company has complied in all material respects with each request (if any) from the Commission for additional information;

(b) At the Closing, there shall not have been, since the date hereof or since the respective dates as of which information is given in the Registration Statement, the Time of Sale Disclosure Package or the Prospectus, any material adverse change in the condition, financial or otherwise, or in the earnings, business affairs or prospects of the Company, whether or not arising in the ordinary course of business;

(c) The Company shall have filed a listing of additional shares notice with Nasdaq Stock Market, LLC; and

(d) The Company shall have consummated, or is concurrently consummating, the issue and sale of Ordinary Shares pursuant to the underwriting agreement, dated on or about the date hereof, with H.C. Wainwright & Co., LLC as the representative of the several underwriters named therein.

6. The Company shall before the opening of trading on the Nasdaq Global Market on the next trading day after the date hereof, issue a press release (or, in lieu thereof, file a Report of Foreign Private Issuer on Form 6-K with the Commission), disclosing all material aspects of the transactions contemplated hereby. Additionally, the Company shall, within the time period required by the Rules and Regulations, file a Report of Foreign Private Issuer on Form 6-K with the Commission describing the terms of the Offering (and including as exhibits to such report this agreement). The Company shall not identify the Investor by name in any press release or public filing, or otherwise publicly disclose the Investor's name, without the Investor's prior written consent, unless required by applicable laws, rules and regulations, in which case the Company shall provide the Investor with prior notice of such disclosure.

7. The Investor represents that (i) it has had access to the Time of Sale Disclosure Package prior to or in connection with its receipt of this agreement, and (ii) it is acquiring the Shares for its own account, or an account over which it has investment discretion, and does not have any agreement or understanding, directly or indirectly, with any person or entity to transfer any of the Shares.

8. Each of the Investor and the Company represents to the other that it has the requisite power and authority to enter into this agreement and to consummate the transactions contemplated hereby, that it has duly authorized, executed and delivered this agreement and, assuming due authorization, execution and delivery by the other party, this agreement constitutes a valid and binding obligation of such party enforceable against it in accordance with the terms of the agreement, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' and contracting parties' rights generally and except as enforceability may be subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law) and except as to the enforceability of any rights to indemnification or contribution that may be violative of the public policy underlying any law, rule or regulation (including any federal or state securities law, rule or regulation). Each of the Investor and the Company represents to the other that the execution, delivery and performance by it of this agreement and any other agreements related to the Offering to which it is a party (collectively, the "*Transaction Documents*") and the consummation by it of the transactions contemplated hereby and thereby do not and will not (x) conflict with or violate any provision of its certificate or articles of incorporation, bylaws or other organizational or charter documents, (y) conflict with or result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which it is subject (including federal and state securities laws and regulations) or by which any property or asset of the Investor is bound or affected or (z) in respect of the Company only, any contract, indenture, mortgage, deed of trust, loan or credit agreement, note, lease or other agreement or instrument to which the Company is a party or by which it may be bound or to which any of the properties or assets of the Company is subject, except in the case of clauses (y) and (z), such conflict or violation which would not reasonably be expected to have a material adverse effect on its ability to perform its obligations under the Transaction Documents. The Shares have been duly authorized for issuance and sale pursuant to this agreement and, when issued and delivered by the Company pursuant to this agreement against payment of the consideration set forth herein, will be validly issued and fully paid; and the issuance of the Shares is not subject to the preemptive or other similar rights of any shareholder of the Company. No filing with, or authorization, approval, consent, license, order, registration, qualification or decree of, any arbitrator, court, governmental body, regulatory body, administrative agency or other authority, body or agency having jurisdiction over the Company or any of its properties, assets or operations is necessary or required for the performance by the Company of its obligations hereunder or the consummation of the transactions contemplated by this agreement, except such as have been already obtained or as may be required under the 1933 Act, the 1933 Act Regulations, the rules of the Nasdaq Stock Market LLC, U.S. state securities laws or the

rules of FINRA. The Time of Sale Disclosure Package, as of the time hereof and as of the Closing, does not contain, any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

9. The Investor understands that nothing in this agreement, the Prospectus or any other materials presented or made available to the Investor in connection with the acquisition of the Shares constitutes legal, tax or investment advice. The Investor has consulted such legal, tax and investment advisors as it, in its sole discretion, has deemed necessary or appropriate in connection with its acquisition of Shares.

10. The Investor represents that neither the Investor nor any person acting on behalf of, or pursuant to any understanding with or based upon any material non-public information received from, the Investor has, directly or indirectly, as of the date of this agreement, engaged in any purchases or sales in the securities of the Company. The Investor covenants that neither it, nor any Person acting on behalf of, or pursuant to any understanding with or based upon any material non-public information received from, the Investor, will engage in any purchases or sales in the securities of the Company prior to the time that the transactions contemplated by this agreement are publicly disclosed. Notwithstanding the foregoing, in the case of an Investor and/or its affiliates that is, individually or collectively, a multi-managed investment bank or vehicle whereby separate portfolio managers manage separate portions of such Investor's or affiliates assets and the portfolio managers have no direct knowledge of the investment decisions made by the portfolio managers managing other portions of such Investor's or affiliates assets, the representation set forth above shall only apply with respect to the portion of assets managed by the portfolio managers that have knowledge about the financing transaction contemplated by this agreement. The Investor acknowledges that it has had the opportunity to review the Transaction Documents (including all exhibits and schedules thereto) and all reports, schedules, forms, statements and other documents required to be filed by the Company under the Securities Act and the Exchange Act, including pursuant to Section 13(a) or 15(d) thereof (collectively, the "*SEC Reports*") and has been afforded, (i) the opportunity to ask such questions as it has deemed necessary of, and to receive answers from, representatives of the Company concerning the terms and conditions of the offering of the Shares and the merits and risks of investing in the Shares; (ii) access to information about the Company and its financial condition, results of operations, business, properties, management and prospects sufficient to enable it to evaluate its investment; and (iii) the opportunity to obtain such additional information that the Company possesses or can acquire without unreasonable effort or expense that is necessary to make an informed investment decision with respect to the investment. The acquisition by the Investor of the Shares will not result in such Investor (individually or together with any other person with whom such Investor has identified, or will have identified, itself as part of a "group" in a public filing made with the Commission involving the Company's securities) acquiring, or obtaining the right to acquire, in excess of 19.999% of the outstanding Ordinary Shares or the voting power of the Company. The Investor does not presently intend to, alone or together with others, make a public filing with the Commission to disclose that it has (or that it together with such other persons have) acquired, or obtained the right to acquire, as a result of such Closing (when added to any other securities of the Company that it or they then own or have the right to acquire), in excess of 19.999% of the outstanding Ordinary Shares or the voting power of the Company on a post transaction basis that assumes that such Closing shall have occurred.

11. The Investor represents that, except as set forth below, (i) it has had no position, office or other material relationship within the past three years with the Company or persons known to it to be affiliates of the Company, (ii) it is not a FINRA member or an Associated Person (as such term is defined under FINRA Membership and Registration Rules) as of the date hereof, and (iii) neither it nor any group of investors of which it is a member, will beneficially own or have the right to acquire (including by virtue of beneficially owning securities convertible or exercisable for Ordinary Shares), in the aggregate, 20% or more of the Ordinary Shares outstanding or 20% of the voting power of the Company immediately after the consummation of the Offering. Exceptions:

_____

(If no exceptions, write "none." If left blank, response will be deemed to be "none.")

12. This agreement will involve no obligation or commitment of any kind until this agreement is accepted and countersigned by or on behalf of the Company. All covenants, agreements, representations and warranties herein will survive the execution of this agreement, the delivery of the Shares being acquired and the payment therefor. This agreement may not be modified or amended except pursuant to an instrument in writing signed by the Company and the Investor. This agreement will be governed by the internal laws of the State of New York. This agreement may be executed in one or more counterparts, each of which will constitute an original, but all of which, when taken together, will constitute but one instrument. The Investor acknowledges and agrees that the Investor's receipt of the Company's counterpart to this agreement shall constitute written confirmation of the Company's commitment to issue Shares to such Investor.

[Signature Page Follows]

INVESTOR SIGNATURE PAGE

Number of Shares:_____

Issue Price Per Share: $3.25

Aggregate Issue Price: $_____

Please confirm that the foregoing correctly sets forth the agreement between us by signing in the space provided below for that purpose.

Dated as of: _____, 2017

_____
INVESTOR

By: _____
Print Name: _____
Title: _____
Name that Shares are to be registered under: _____
Mailing Address: _____
_____
_____

Taxpayer Identification Number: _____
Manner of Settlement: DWAC (see Exhibit A attached hereto)

Name of DTC Participant (broker-dealer at which the account or accounts to be credited with the Shares are maintained)	_____
DTC Participant Number	_____
Name of Account at DTC Participant being credited with the Shares	_____
Account Number at DTC Participant being credited with the Shares	_____

Agreed and Accepted this day of , 2017:

PROQR THERAPEUTICS N.V.

By: _____

Name: _____

Title: _____

Acquisitions of the Shares hereunder were made pursuant to a registration statement or in a transaction in which a final prospectus would have been required to have been delivered in the absence of Rule 172 promulgated under the Securities Act.

EXHIBIT A

INSTRUCTIONS FOR SETTLEMENT

Unless otherwise agreed to by the Company and the Investor, the following instructions shall govern the delivery of funds and the transfer of the Shares:

1. ***Delivery of Funds***

By NO LATER THAN 3:00 P.M. New York City time on November 15, 2017, wire the issue price for the Shares to the trust account of Goodwin Procter LLP, as Escrow Agent, using the wire transfer instructions below.

The wired funds will be held in escrow pursuant until the Closing and will be delivered by the Escrow Agent on your behalf to the Company upon the satisfaction of the conditions to Closing.

2. Wire Transfer Instructions

Bank Name: *
ABA No.: *
Account No.: *
Account Name: *

* To be provided by the Company to the Investor not less than two (2) business days prior to the Closing.

Please also coordinate with your financial institution to ensure that transaction fees are **not inadvertently deducted** from the wired funds prior to their receipt by the Escrow Agent.

Contact at the Escrow Agent:

Name: *
Tel: *

* To be provided by the Company to the Investor not less than two (2) business days prior to the Closing.

3. Initiation of DWAC and Transfer of Shares

The Shares will be sent from the Company's transfer agent, American Stock Transfer & Trust Company, by DWAC to your prime broker. **You *must* contact your prime broker and ask them to initiate the DWAC or you will not receive the Shares**. The Shares will only be released after the Company's receipt of the funds.

Exhibit 5.1

ProQR Therapeutics N.V.
Zernikedreef 9
2333 CK Leiden
The Netherlands

Allen & Overy LLP
Apollolaan 15
1077 AB Amsterdam The Netherlands

PO Box 75440
1070 AK Amsterdam The Netherlands

Tel+31 20 674 1000
Fax+31 20 674 1111

Amsterdam, 16 November 2017
Subject **Legal Opinion Dutch law**
Our ref 0117407-0000001 AMCO:9218161.2

Dear Sirs, Madam,

1. We have acted as legal counsel to you, ProQR Therapeutics N.V, a public limited liability company (*naamloze vennootschap*) incorporated under the laws of the Netherlands, with its corporate seat in Leiden (the Netherlands) (the **Company**) on matters of Dutch law in connection with the follow-on public offering up to a maximum of (i) 7,472,482 newly issued ordinary shares (the **New Shares**) and (ii) 1,172,924 ordinary shares held as treasury stock, in the capital of the Company (the **Treasury Shares** and together with the New Shares referred to as the **Offer Shares**) (the **Offering**).

   This legal opinion is rendered to you in order to be filed as an exhibit to the Registration Statement (as defined below).

   For the purpose of the Offering, the Company and H.C. Wainwright & Co. and National Securities Corporation as respective underwriters have entered into an underwriting agreement dated 14 November 2017 (the **Underwriting Agreement**).

   On 2 October 2015, the Company filed a registration statement on Form F-3 (File No. 333- 207245) with the U.S. Securities and Exchange Commission (the **SEC**) relating to the registration by the Company of up to $200,000,000 of any combination of securities of the types specified therein, which was declared effective on 19 October 2015 (the **Registration Statement**), and the form of prospectus included in it (the **Base Prospectus**), as supplemented by the prospectus supplement dated 15 November 2017, and filed with the SEC on 15 November 2017, pursuant to Rule 424 under the Securities Act of 1933, as amended. The term **Prospectus** shall mean the final prospectus supplement to the Base Prospectus that describes the Offering (the **Final Prospectus Supplement**), together with the Base Prospectus. References herein to the Prospectus shall refer to both the prospectus supplement and the Base Prospectus components of such prospectus.

   We have examined and relied upon the following documents in rendering this legal opinion:

   (a) a pdf copy of the executed Underwriting Agreement;

   (b) a pdf copy of the Registration Statement;

   (c) a pdf copy of the Base Prospectus;

   (d) a pdf copy of the Final Prospectus Supplement;

(e) an electronic copy of the registration of the Company in the trade register of the Chamber of Commerce (**Trade Register**, *Handelsregister*) dated 16 November 2017, and confirmed to us by telephone by the Trade Register to be correct on 16 November 2017 (the **Excerpt**);

(f) a pdf copy of the written resolution of the extraordinary general meeting of the Company dated 15 September 2014;

(g) a pdf copy of the minutes of the annual general meeting of the Company held on 10 May 2017 (the **AGM Resolution**);

(h) a pdf copy of the written resolution of the Company's supervisory board (the **Supervisory Board**) dated 14 November 2017;

(i) a pdf copy of the written resolution of the Company's management board (the **Management Board**) dated 14 November 2017;

(j) a pdf copy of the written resolution of the Company's pricing committee established for the purpose of the Offering dated 14 November 2017;

(k) a pdf copy of the internal rules for the Management Board adopted by the Management Board on 23 September 2014 (the **Management Board Rules**);

(l) a pdf copy of the internal rules for the Supervisory Board adopted by the Supervisory Board on 23 September 2014 (the **Supervisory Board Rules**);

(m) a pdf copy of the deed of incorporation (*akte van oprichting*) of the Company, as executed by a civil-law notary on 21 February 2012;

(n) a pdf copy of the deed of conversion and amendment to the articles of association of the Company, pursuant to which deed the Company converted from a B.V. to a N.V. (the **Deed of Conversion**);

(o) a pdf copy of the deed of amendment of the articles of association (*statuten*) of ProQR Therapeutics B.V., as executed by a civil-law notary on 15 September 2014;

(p) a pdf copy of the articles of association (*statuten*) of the Company dated 22 June 2016 (the **Articles of Association**);

(q) a pdf copy of the deed of issue of the New Shares in the Company to The Depositary Trust Company or Cede & Co as nominee of The Depositary Trust Company dated 16 November 2017 (the **Deed of Issue**);

(r) a copy of the Company's shareholders' register within the meaning of Article 2:85 of the Dutch Civil Code (the **Shareholders' Register**);

(s) a pdf copy of a notarial deed of issue of shares, executed before a deputy of W.H. Bossenbroek, civil law notary in Amsterdam, on 21 August 2012, pursuant to which deed *inter alia* 1,765 shares were issued to Stichting ProQR Therapeutics Participation (**Stichting ProQR**) (the **First Treasury Shares Deed**);

(t) a pdf copy of a notarial deed of issue of shares, executed before W.H. Bossenbroek, civil law notary in Amsterdam, on 6 February 2013, pursuant to which deed *inter alia* 6,435 shares were issued to Stichting ProQR (the **Second Treasury Shares Deed**);

(u) a pdf copy of a notarial deed of issue of shares, executed before W.H. Bossenbroek, civil law notary in Amsterdam, on 3 May 2013, pursuant to which deed *inter alia* 2,385 shares were issued to Stichting ProQR (the **Third Treasury Shares Deed**);

(v) a pdf copy of a notarial deed of issue of shares, executed before W.H. Bossenbroek, civil law notary in Amsterdam, on 17 April 2014, pursuant to which deed *inter alia* 4,370 shares were issued to Stichting ProQR (the **Fourth Treasury Shares Deed**);

(w) a pdf copy of a notarial deed of issue of shares, executed before W.H. Bossenbroek, civil law notary in Amsterdam, on 15 September 2014, pursuant to which deed *inter alia* 938,395 shares were issued to Stichting ProQR (the **Fifth Treasury Shares Deed**);

(x) a pdf copy of a private deed of repurchase of shares dated 23 September 2014 made between Stichting ProQR and the Company, pursuant to which deed 1,182,660 shares were repurchased by the Company (the **Sixth Treasury Shares Deed**);

(y) a pdf copy of a private deed of transfer of shares dated 17 March 2015 made between shareholders of the Company, pursuant to which deed 1,182,660 shares were transferred by the Company to DTC and whereby Brown-Brothers Harriman was credited in the book-entry system of DTC as holder of such shares (the **Seventh Treasury Shares Deed**; the Deed of Incorporation, the First Treasury Shares Deed, the Second Treasury Shares Deed, the Third Treasury Shares Deed, the Fourth Treasury Shares Deed, the Fifth Treasury Shares Deed, the Sixth Treasury Shares Deed, and the Seventh Treasury Shares Deed jointly referred to as the **Treasury Shares Deeds**);

(z) a pdf copy of a written resolution of the general meeting of the Company dated 20 August 2012, pursuant to which resolution the general meeting approved the issuance of the shares issued under the First Treasury Shares Deed (the **First Treasury Shares Resolution**);

(aa) a pdf copy of a written resolution of the general meeting of the Company signed on or around 6 February 2013, pursuant to which resolution the general meeting approved the issuance of the shares issued under the Second Treasury Shares Deed (the **Second Treasury Shares Resolution**);

(bb) a pdf copy of a written resolution (including annexes) of the general meeting of the Company signed on or around 3 May 2013, pursuant to which resolution the general meeting approved the issuance of the shares issued under the Third Treasury Shares Deed (the **Third Treasury Shares Resolution**);

(cc) a pdf copy of a written resolution (including annexes) of the general meeting of the Company signed on or around 17 April 2014, pursuant to which resolution the general meeting approved the issuance of the shares issued under the Fourth Treasury Shares Deed (the **Fourth Treasury Shares Resolution**);

(dd) a pdf copy of minutes of the extraordinary general meeting of the Company signed on 15 September 2014, pursuant to which resolution the general meeting authorized the Company's management board to issue the shares issued under the Fifth Treasury Shares Deed (the **Fifth Treasury Shares GM Resolution**);

(ee) a pdf copy of a written resolution of the Company's management board signed on or around 15 September 2014, pursuant to which resolution the Company's management board approved the issuance of the shares issued under the Fifth Treasury Shares Deed (the **Fifth Treasury Shares MB Resolution**);

(ff) a pdf copy of a written resolution of the Company's supervisory board signed on or around 15 September 2014, pursuant to which resolution the Company's supervisory board approved the Fifth Treasury Shares MB Resolution **(**the **Fifth Treasury Shares SB Resolution**);

(gg) a pdf copy of minutes of the preferred shareholders meeting of the Company signed on 15 September 2014, pursuant to which resolution the preferred shareholders meeting approved the Fifth Treasury Shares MB Resolution and the Fifth Treasury Shares SB Resolution (the **Fifth Treasury Shares PM Resolution**);

(hh) a pdf copy of a written resolution of the Company's management board signed on or around 28 August 2014, pursuant to which resolution the Company's management board approved the repurchase of the shares under the Sixth Treasury Shares Deed (**Sixth Treasury Shares MB Resolution**); and

(ii) a pdf copy of a written resolution of the Company's supervisory board signed on or around 28 August 2014, pursuant to which resolution the Company's supervisory board approved the repurchase of the shares under the Sixth Treasury Shares Deed **(**the **Sixth Treasury Shares SB Resolution**).

The documents (f) up to and including (j) are collectively referred to as the **Resolutions**. The documents (z) up to and including (ii) are collectively referred to as the **Treasury Shares Resolutions**.

Unless explicitly stated in this legal opinion, we have not examined any other agreement, deed or document entered into by or affecting the Company or any other corporate records of the Company and have not made any other inquiry concerning it.

This legal opinion is rendered to you at your request.

2. We assume:

(a) the genuineness of all signatures on the documents referred to in paragraph 1 above;

(b) the authenticity and completeness of all documents submitted to us as originals and the completeness and conformity to originals of all documents submitted to us as copies or by electronic means;

(c) that the Final Prospectus Supplement has been filed with the SEC, and shall become effective, in the form referred to in this legal opinion;

(d) (i) that the Management Board Rules and the Supervisory Board Rules are the regulations as in force on the date hereof; and (ii) the Articles of Association of the Company are its articles of association (*statuten*) currently in force. Although not constituting conclusive evidence thereof, the Extract supports item (ii) of this assumption;

(e) that the Company has not been dissolved (*ontbonden*), granted a moratorium (*surseance verleend*) or declared bankrupt (*failliet verklaard*) (although not constituting conclusive evidence thereof, this assumption is supported by (a) the contents of the Excerpt, (b) an online search in the central insolvency register on 16 November 2017 and (c) information obtained by telephone on 16 November 2017 from the insolvency office (*afdeling insolventie*) of the court in The Hague, the Netherlands);

(f) that the Deed of Incorporation is a valid notarial deed (*authentieke akte*), the contents thereof complied with the statutory requirements at the date of incorporation and there were no defects in the incorporation of the Company (not appearing on the face of the Deed of Incorporation) on the basis of which a court might dissolve the Company or deem it never to have existed;

(g) that the Deed of Conversion is a valid notarial deed (*authentieke akte*), the contents thereof complied with the statutory requirements at the date of conversion and there were no defects in the conversion of the Company from a B.V. into a N.V. (not appearing on the face of the Deed of Conversion) on the basis of which a court might nullify the conversion of the Company;

(h) the Resolutions, including any power of attorney therein have not been and will not be annulled, modified, revoked or rescinded and are in full force and effect as at the date hereof and each power of attorney validly authorises the person or persons purported to be granted power of attorney thereunder to represent and bind the Company vis-à-vis the other parties to the Underwriting Agreement and the Deed of Issue in relation to the transactions contemplated by and for the purposes stated in the Underwriting Agreement and the Deed of Issue under any applicable law other than Dutch law, and that the Resolutions have been made with due observance of the statutory requirements and the provisions of the Articles of Association relating to the convening of meetings and the making of resolutions (although not constituting conclusive evidence thereof, failure to observe such provisions is not apparent on the face thereof) and that each factual confirmation and statement in the Resolutions (including any confirmation or statement on conflict of interest (*tegenstrijdig belang*)) is correct;

(i) the Treasury Shares Resolutions, including any power of attorney were in full force and effect as at the date of the relevant Treasury Shares Deed and each power of attorney validly authorised the person or persons purported to be granted power of attorney thereunder to represent and bind the Company vis-à-vis the other parties to the relevant Treasury Shares Deed in relation to the transactions contemplated by and for the purposes stated in the relevant Treasury Shares Deed under any applicable law other than Dutch law, and that the Treasury Shares Resolutions have been made with due observance of the statutory requirements and the provisions of the Company's articles of association in force as of the date thereof relating to the convening of meetings and the making of resolutions and that each factual confirmation and statement in those resolutions (including any confirmation or statement on conflict of interest (*tegenstrijdig belang*)) was correct at the date of the relevant Treasury Shares Deed;

(j) that the Treasury Shares Deeds other than the Sixth Treasury Deed and the Seventh Treasury Deed) are each a valid notarial deed (*authentieke akte*), the contents of the Treasury Deeds complied with the statutory provisions and the provisions of the Company's articles of association in force as of the date thereof and there were no defects in the issue and the payment for the Treasury Shares respectively the acquisition and payment for by the Company of the Treasury Shares;

(k) at the date hereof, the issued share capital of the Company consisted of 30,027,516 ordinary shares in the capital of the Company (the Ordinary Shares). Pursuant to the authorisation provided in the AGM Resolution the Company is now authorised to issue a maximum number of 7,472,482 New Shares;

(l) the Treasury Shares will be validly transferred to the Underwriters through the electronic book-entry delivery and settlement systems of the Depositary Trust Company (**DTC**) or Cede & Co, as nominee of DTC, as the case may be;

(m) none of the opinions stated in this opinion letter will be affected by any foreign law;

(n) that the documents referred to in paragraph 1 above (other than the Underwriting Agreement) were at their date (where applicable), and have through the date hereof remained, valid, accurate and in full force and effect; and

(o) (i) the New Shares will be issued pursuant to the Deed of Issue; (ii) all parties to the Deed of Issue other than the Company (if any) will have the corporate power to execute the Deed of Issue; (iii) all parties to the Deed of Issue other than the Company (if any) will take all corporate action required to execute the Deed of Issue and to issue the New Shares; and (iv) all parties to the Deed of Issue other than the Company (if any) will be validly represented by the persons signing the Deed of Issue on their behalf.

3. This legal opinion is limited to the laws of the Netherlands currently in force (unpublished case law not included), excluding tax law (except as specifically referred to herein), the laws of the EU (insofar as not implemented in Dutch law or directly applicable in the Netherlands), market abuse laws and competition or procurement laws.

No undertaking is assumed on our part to revise, update or amend this opinion letter in connection with or to notify or inform you of, any developments and/or changes of Dutch law subsequent to the date hereof.

We express no opinion as to matters of fact in this legal opinion. We assume that there are no facts not disclosed to us, which could affect the conclusions in this legal opinion.

Our willingness to render this opinion letter is based on the condition that you accept and agree that (i) the competent courts at Amsterdam, the Netherlands have exclusive jurisdiction to settle any issues of interpretation or liability arising out of or in connection with this opinion letter, (ii) all matters related to the legal relationship between yourself and Allen & Overy LLP and all individuals associated with Allen & Overy LLP, including the above submission to jurisdiction, are governed by Dutch law and the general terms and conditions of Allen & Overy LLP, (iii) any liability arising out of or in connection with this opinion letter shall be limited to the amount which is paid out under the insurance policy of Allen & Overy LLP in the matter concerned and (iv) no person other than Allen & Overy LLP may be held liable in connection with this legal opinion.

This legal opinion is strictly limited to the matters stated in it and does not relate to any other agreement or matter and may not be read as extending by implication to any matters not specifically referred to. Nothing in this opinion should be taken as expressing an opinion in respect of any representation, warranty or other statement or other information as to factual matters contained in any document referred to herein or examined in connection with this opinion except as expressly confirmed herein.

4. Based on the foregoing and subject to the qualifications set out below, we are of the opinion that:

(a) **Corporate status.** The Company has been duly incorporated as a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) and is validly existing as a public limited liability company (*naamloze vennootschap*) under the laws of the Netherlands.

(b) **Offer Shares.** Subject to receipt by the Company of payment in full for the New Shares as provided for in the Underwriting Agreement and the Deed of Issue, and when issued and accepted in accordance with the Underwriting Agreement, the Resolutions, the Articles of Association and the Deed of Issue, the New Shares will be validly issued, fully paid and non-assessable. The Treasury Shares are validly issued, fully paid and non-assessable.

5. This legal opinion is subject to the following qualifications:

   (a) The opinions expressed in this legal opinion may be affected or limited by (i) the general defences available to obligors under Netherlands law in respect of the validity and enforceability of agreements; and (ii) the provisions of any applicable bankruptcy (*faillissement*), insolvency, moratorium (*surseance van betaling*), fraudulent conveyance (*Actio Pauliana*), reorganisation and other or similar laws of general application now or hereafter in effect, relating to or affecting the enforcement or protection of creditors' rights.

   (b) As used in the opinions in paragraph 4 of this opinion letter, the term "non-assessable" – which term has no equivalent in Dutch – means that a holder of a share will not by reason of merely being such a holder, be subject to assessment or calls by the Company or its creditors for further payment on such share.

   (c) Under Dutch law, each power of attorney (*volmacht*) or mandate (*lastgeving*), whether or not irrevocable, granted by the Company will terminate by force of law and without notice, upon bankruptcy of the Company. To the extent that the appointment by the Company of a process agent would be deemed to constitute a power of attorney or a mandate, this qualification would apply.

   (d) This opinion letter does not purport to express any opinion or view on the operational rules and procedures of any clearing or settlement system or agency.

6. In this opinion, Dutch legal concepts are expressed in English terms and not in their original Dutch terms. The concepts concerned may not always be identical to the concepts described by the English terms as such terms may be understood under the laws of other jurisdictions. This legal opinion is given on the express basis, accepted by each person who is entitled to rely on it, that this legal opinion and all rights, obligations or liability in relation to it are governed by Dutch law.

7. This legal opinion is given exclusively in connection with our representation of the Company and for no other purpose.

8. Notwithstanding the previous sentence, this opinion may be disclosed, quoted, or referred to without our written express consent (i) if such disclosure, quotation or reference without our written consent is required by law, court order or any competent regulatory authority, *provided* that you shall notify us immediately or as soon as otherwise possible after such disclosure, quotation or reference or (ii) to the extent that such disclosure, quotation or reference is required (a) to any of your insurers in respect of any claim or potential claim against you or (b) for evidence in court or similar proceedings in which you are a defendant, *provided*, in each of the events referred to in (a) and (b), that you shall notify us prior to any such disclosure, reference or quotation being made.

9. We consent to the filing of this opinion letter as an exhibit to the Registration Statement and also consent to the reference to Allen & Overy LLP in the Final Prospectus Supplement under the caption "Legal Matters".

Yours faithfully,

/s/ Allen & Overy LLP

Allen & Overy LLP

Exhibit 5.2

ProQR Therapeutics N.V.
Zernikedreef 9
2333 CK Leiden
The Netherlands

Allen & Overy LLP
Apollolaan 15
1077 AB Amsterdam The Netherlands

PO Box 75440
1070 AK Amsterdam The Netherlands

Tel+ 31 20 674 1000
Fax+ 31 20 674 1111

Amsterdam, 16 November 2017
Subject **Legal Opinion Dutch law**
Our ref 0117407-0000001 AMCO:9518194.3

Dear Sirs, Madam,

1. We have acted as legal counsel to you, ProQR Therapeutics N.V, a public limited liability company (*naamloze vennootschap*) incorporated under the laws of the Netherlands, with its corporate seat in Leiden (the Netherlands) (the **Company**) on matters of Dutch law in connection with the follow-on public offering up to a maximum of 1,427,693 newly issued ordinary shares (the **New Shares**) (the **Offering**).

   This legal opinion is rendered to you in order to be filed as an exhibit to the Registration Statement (as defined below).

   For the purpose of the Offering, the Company and certain investors (the **Investors**) have entered into securities subscription agreements dated 14 November 2017 (the **Subscription Agreements**).

   On 2 October 2015, the Company filed a registration statement on Form F-3 (File No. 333- 207245) with the U.S. Securities and Exchange Commission (the **SEC**) relating to the registration by the Company of up to $200,000,000 of any combination of securities of the types specified therein, which was declared effective on 19 October 2015 (the **Registration Statement**), and the form of prospectus included in it (the **Base Prospectus**), as supplemented by the prospectus supplement dated 15 November 2017, and filed with the SEC on 15 November 2017, pursuant to Rule 424 under the Securities Act of 1933, as amended. The term **Prospectus** shall mean the final prospectus supplement to the Base Prospectus that describes the New Shares and the Offering (the **Final Prospectus Supplement**), together with the Base Prospectus, in the form first used by the Investors to confirm their subscription for the New Shares or in the form first made available to the Investors by the Company to meet requests of the Investors. References herein to the Prospectus shall refer to both the prospectus supplement and the Base Prospectus components of such prospectus.

   On 14 November 2016, the Company filed a Report of Foreign Private Issuer pursuant to Rule 13a-16 or 15d-16 of the Securities Exchange Act of 1934 (the **Form 6-K**).

On 31 March 2017, the Company filed an annual report for the fiscal year ended 31 December 2016 pursuant to section 13 or 15(d) of the Securities Exchange Act of 1934 on Form 20-F with the SEC (the **Form 20-F**).

We have examined and relied upon the following documents in rendering this legal opinion:

(a) a pdf copy of the executed Subscription Agreements;

(b) a pdf copy of the Registration Statement;

(c) a pdf copy of the Base Prospectus;

(d) a pdf copy of the Final Prospectus Supplement;

(e) a pdf copy of the Form 6-K;

(f) a pdf copy of the Form 20-F;

(g) an electronic copy of the registration of the Company in the trade register of the Chamber of Commerce (**Trade Register**, *Handelsregister*) dated 16 November 2017, and confirmed to us by telephone by the Trade Register to be correct on 16 November 2017 (the **Excerpt**);

(h) a pdf copy of the written resolution of the extraordinary general meeting of the Company dated 15 September 2014;

(i) a pdf copy of the minutes of the annual general meeting of the Company held on 10 May 2017 (the **AGM Resolution**);

(j) a pdf copy of the written resolution of the Company's supervisory board (the **Supervisory Board**) dated 14 November 2017;

(k) a pdf copy of the written resolution of the Company's management board (the **Management Board**) dated 14 November 2017;

(l) a pdf copy of the written resolution of the Company's pricing committee established for the purpose of the Offering dated 14 November 2017;

(m) a pdf copy of the internal rules for the Management Board adopted by the Management Board on 23 September 2014 (the **Management Board Rules**);

(n) a pdf copy of the internal rules for the Supervisory Board adopted by the Supervisory Board on 23 September 2014 (the **Supervisory Board Rules**);

(o) a pdf copy of the deed of incorporation (*akte van oprichting*) of the Company, as executed by a civil-law notary on 21 February 2012;

(p) a pdf copy of the deed of conversion and amendment to the articles of association of the Company, pursuant to which deed the Company converted from a B.V. to a N.V. (the **Deed of Conversion**);

(q) a pdf copy of the deed of amendment of the articles of association (*statuten*) of ProQR Therapeutics B.V., as executed by a civil-law notary on 15 September 2014;

(r) a pdf copy of the articles of association (*statuten*) of the Company dated 22 June 2016 (the **Articles of Association**);

(s) a pdf copy of the deed of issue of the New Shares in the Company to The Depositary Trust Company or Cede & Co as nominee of The Depositary Trust Company dated 16 November 2017 (the **Deed of Issue**);

(t) a copy of the Company's shareholders' register within the meaning of Article 2:85 of the Dutch Civil Code (the **Shareholders' Register**);

(u) a pdf copy of a notarial deed of issue of shares, executed before a deputy of W.H. Bossenbroek, civil law notary in Amsterdam, on 21 August 2012, pursuant to which deed *inter alia* 1,765 shares were issued to Stichting ProQR Therapeutics Participation (**Stichting ProQR**) (the **First Treasury Shares Deed**);

(v) a pdf copy of a notarial deed of issue of shares, executed before W.H. Bossenbroek, civil law notary in Amsterdam, on 6 February 2013, pursuant to which deed *inter alia* 6,435 shares were issued to Stichting ProQR (the **Second Treasury Shares Deed**);

(w) a pdf copy of a notarial deed of issue of shares, executed before W.H. Bossenbroek, civil law notary in Amsterdam, on 3 May 2013, pursuant to which deed *inter alia* 2,385 shares were issued to Stichting ProQR (the **Third Treasury Shares Deed**);

(x) a pdf copy of a notarial deed of issue of shares, executed before W.H. Bossenbroek, civil law notary in Amsterdam, on 17 April 2014, pursuant to which deed *inter alia* 4,370 shares were issued to Stichting ProQR (the **Fourth Treasury Shares Deed**);

(y) a pdf copy of a notarial deed of issue of shares, executed before W.H. Bossenbroek, civil law notary in Amsterdam, on 15 September 2014, pursuant to which deed *inter alia* 938,395 shares were issued to Stichting ProQR (the **Fifth Treasury Shares Deed**);

(z) a pdf copy of a private deed of repurchase of shares dated 23 September 2014 made between Stichting ProQR and the Company, pursuant to which deed 1,182,660 shares were repurchased by the Company (the **Sixth Treasury Shares Deed**);

(aa) a pdf copy of a private deed of transfer of shares dated 17 March 2015 made between shareholders of the Company, pursuant to which deed 1,182,660 shares were transferred by the Company to DTC and whereby Brown-Brothers Harriman was credited in the book-entry system of DTC as holder of such shares (the **Seventh Treasury Shares Deed**; the Deed of Incorporation, the First Treasury Shares Deed, the Second Treasury Shares Deed, the Third Treasury Shares Deed, the Fourth Treasury Shares Deed, the Fifth Treasury Shares Deed, the Sixth Treasury Shares Deed, and the Seventh Treasury Shares Deed jointly referred to as the **Treasury Shares Deeds**);

(bb) a pdf copy of a written resolution of the general meeting of the Company dated 20 August 2012, pursuant to which resolution the general meeting approved the issuance of the shares issued under the First Treasury Shares Deed (the **First Treasury Shares Resolution**);

(cc) a pdf copy of a written resolution of the general meeting of the Company signed on or around 6 February 2013, pursuant to which resolution the general meeting approved the issuance of the shares issued under the Second Treasury Shares Deed (the **Second Treasury Shares Resolution**);

(dd) a pdf copy of a written resolution (including annexes) of the general meeting of the Company signed on or around 3 May 2013, pursuant to which resolution the general meeting approved the issuance of the shares issued under the Third Treasury Shares Deed (the **Third Treasury Shares Resolution**);

(ee) a pdf copy of a written resolution (including annexes) of the general meeting of the Company signed on or around 17 April 2014, pursuant to which resolution the general meeting approved the issuance of the shares issued under the Fourth Treasury Shares Deed (the **Fourth Treasury Shares Resolution**);

(ff) a pdf copy of minutes of the extraordinary general meeting of the Company signed on 15 September 2014, pursuant to which resolution the general meeting authorized the Company's management board to issue the shares issued under the Fifth Treasury Shares Deed (the **Fifth Treasury Shares GM Resolution**);

(gg) a pdf copy of a written resolution of the Company's management board signed on or around 15 September 2014, pursuant to which resolution the Company's management board approved the issuance of the shares issued under the Fifth Treasury Shares Deed (the **Fifth Treasury Shares MB Resolution**);

(hh) a pdf copy of a written resolution of the Company's supervisory board signed on or around 15 September 2014, pursuant to which resolution the Company's supervisory board approved the Fifth Treasury Shares MB Resolution **(**the **Fifth Treasury Shares SB Resolution**);

(ii) a pdf copy of minutes of the preferred shareholders meeting of the Company signed on 15 September 2014, pursuant to which resolution the preferred shareholders meeting approved the Fifth Treasury Shares MB Resolution and the Fifth Treasury Shares SB Resolution (the **Fifth Treasury Shares PM Resolution**);

(jj) a pdf copy of a written resolution of the Company's management board signed on or around 28 August 2014, pursuant to which resolution the Company's management board approved the repurchase of the shares under the Sixth Treasury Shares Deed (**Sixth Treasury Shares MB Resolution**); and

(kk) a pdf copy of a written resolution of the Company's supervisory board signed on or around 28 August 2014, pursuant to which resolution the Company's supervisory board approved the repurchase of the shares under the Sixth Treasury Shares Deed **(**the **Sixth Treasury Shares SB Resolution**).

The documents (i) up to and including (m) are collectively referred to as the **Resolutions**. The documents (z) up to and including (ii) are collectively referred to as the **Treasury Shares Resolutions**.

Unless explicitly stated in this legal opinion, we have not examined any other agreement, deed or document entered into by or affecting the Company or any other corporate records of the Company and have not made any other inquiry concerning it.

This legal opinion is rendered to you at your request.

2. We assume:

(a) the genuineness of all signatures on the documents referred to in paragraph 1 above;

(b) the authenticity and completeness of all documents submitted to us as originals and the completeness and conformity to originals of all documents submitted to us as copies or by electronic means;

(c) that the Final Prospectus Supplement has been filed with the SEC, and shall become effective, in the form referred to in this legal opinion;

(d) (i) that the Management Board Rules and the Supervisory Board Rules are the regulations as in force on the date hereof; and (ii) the Articles of Association of the Company are its articles of association (*statuten*) currently in force. Although not constituting conclusive evidence thereof, the Extract supports item (ii) of this assumption;

(e) that the Company has not been dissolved (*ontbonden*), granted a moratorium (*surseance verleend*) or declared bankrupt (*failliet verklaard*) (although not constituting conclusive evidence thereof, this assumption is supported by (a) the contents of the Excerpt, (b) an online search in the central insolvency register on 16 November 2017 and (c) information obtained by telephone on 16 November 2017 from the insolvency office (*afdeling insolventie*) of the court in The Hague, the Netherlands);

(f) that the Deed of Incorporation is a valid notarial deed (*authentieke akte*), the contents thereof complied with the statutory requirements at the date of incorporation and there were no defects in the incorporation of the Company (not appearing on the face of the Deed of Incorporation) on the basis of which a court might dissolve the Company or deem it never to have existed;

(g) that the Deed of Conversion is a valid notarial deed (*authentieke akte*), the contents thereof complied with the statutory requirements at the date of conversion and there were no defects in the conversion of the Company from a B.V. into a N.V. (not appearing on the face of the Deed of Conversion) on the basis of which a court might nullify the conversion of the Company;

(h) the Resolutions, including any power of attorney therein have not been and will not be annulled, modified, revoked or rescinded and are in full force and effect as at the date hereof and each power of attorney validly authorises the person or persons purported to be granted power of attorney thereunder to represent and bind the Company vis-à-vis the other parties to the Subscription Agreements and the Deed of Issue in relation to the transactions contemplated by and for the purposes stated in the Subscription Agreements and the Deed of Issue under any applicable law other than Dutch law, and that the Resolutions have been made with due observance of the statutory requirements and the provisions of the Articles of Association relating to the convening of meetings and the making of resolutions (although not constituting conclusive evidence thereof, failure to observe such provisions is not apparent on the face thereof) and that each factual confirmation and statement in the Resolutions (including any confirmation or statement on conflict of interest (*tegenstrijdig belang*)) is correct;

(i) the Treasury Shares Resolutions, including any power of attorney were in full force and effect as at the date of the relevant Treasury Shares Deed and each power of attorney validly authorised the person or persons purported to be granted power of attorney thereunder to represent and bind the Company vis-à-vis the other parties to the relevant Treasury Shares Deed in relation to the transactions contemplated by and for the purposes stated in the relevant Treasury Shares Deed under any applicable law other than Dutch law, and that the Treasury Shares Resolutions have been made with due observance of the statutory requirements and the provisions of the Company's articles of association in force as of the date thereof relating to the convening of meetings and the making of resolutions and that each factual confirmation and statement in those resolutions (including any confirmation or statement on conflict of interest (*tegenstrijdig belang*)) was correct at the date of the relevant Treasury Shares Deed;

(j) that the Treasury Shares Deeds other than the Sixth Treasury Deed and the Seventh Treasury Deed) are each a valid notarial deed (*authentieke akte*), the contents of the Treasury Deeds complied with the statutory provisions and the provisions of the Company's articles of association in force as of the date thereof and there were no defects in the issue and the payment for the Treasury Shares respectively the acquisition and payment for by the Company of the Treasury Shares;

(k) at the date hereof, the issued share capital of the Company consisted of 30,027,516 ordinary shares in the capital of the Company (the Ordinary Shares). Pursuant to the authorisation provided in the AGM Resolution the Company is now authorised to issue a maximum number of 7,472,482 New Shares;

(l) the Treasury Shares will be validly transferred to the Underwriters through the electronic book-entry delivery and settlement systems of the Depositary Trust Company (**DTC**) or Cede & Co, as nominee of DTC, as the case may be;

(m) none of the opinions stated in this opinion letter will be affected by any foreign law;

(n) that the documents referred to in paragraph 1 above (other than the Subscription Agreements) were at their date (where applicable), and have through the date hereof remained, valid, accurate and in full force and effect; and

(o) (i) the New Shares will be issued pursuant to the Deed of Issue; (ii) all parties to the Deed of Issue other than the Company (if any) will have the corporate power to execute the Deed of Issue; (iii) all parties to the Deed of Issue other than the Company (if any) will take all corporate action required to execute the Deed of Issue and to issue the New Shares; and (iv) all parties to the Deed of Issue other than the Company (if any) will be validly represented by the persons signing the Deed of Issue on their behalf.

3. This legal opinion is limited to the laws of the Netherlands currently in force (unpublished case law not included), excluding tax law (except as specifically referred to herein), the laws of the EU (insofar as not implemented in Dutch law or directly applicable in the Netherlands), market abuse laws and competition or procurement laws.

No undertaking is assumed on our part to revise, update or amend this opinion letter in connection with or to notify or inform you of, any developments and/or changes of Dutch law subsequent to the date hereof.

We express no opinion as to matters of fact in this legal opinion. We assume that there are no facts not disclosed to us, which could affect the conclusions in this legal opinion.

Our willingness to render this opinion letter is based on the condition that you accept and agree that (i) the competent courts at Amsterdam, the Netherlands have exclusive jurisdiction to settle any issues of interpretation or liability arising out of or in connection with this opinion letter, (ii) all matters related to the legal relationship between yourself and Allen & Overy LLP and all individuals associated with Allen & Overy LLP, including the above submission to jurisdiction, are governed by Dutch law and the general terms and conditions of Allen & Overy LLP, (iii) any liability arising out of or in connection with this opinion letter shall be limited to the amount which is paid out under the insurance policy of Allen & Overy LLP in the matter concerned and (iv) no person other than Allen & Overy LLP may be held liable in connection with this legal opinion.

This legal opinion is strictly limited to the matters stated in it and does not relate to any other agreement or matter and may not be read as extending by implication to any matters not specifically referred to. Nothing in this opinion should be taken as expressing an opinion in respect of any representation, warranty or other statement or other information as to factual matters contained in any document referred to herein or examined in connection with this opinion except as expressly confirmed herein.

4. Based on the foregoing and subject to the qualifications set out below, we are of the opinion that:

   (a) **Corporate status.** The Company has been duly incorporated and is validly existing as a public limited liability company (*naamloze vennootschap met beperkte aansprakelijkheid*) under the laws of the Netherlands.

   (b) **Offer Shares.** The New Shares have been duly authorized, and when issued pursuant to the Deed of Issue and accepted in accordance with the Subscription Agreements, the Resolutions, the Articles of Association and the Deed of Issue, the New Shares will be validly issued, fully paid and non-assessable.

5. This legal opinion is subject to the following qualifications:

   (a) The opinions expressed in this legal opinion may be affected or limited by (i) the general defences available to obligors under Netherlands law in respect of the validity and enforceability of agreements; and (ii) the provisions of any applicable bankruptcy (*faillissement*), insolvency, moratorium (*surseance van betaling*), fraudulent conveyance (*Actio Pauliana*), reorganisation and other or similar laws of general application now or hereafter in effect, relating to or affecting the enforcement or protection of creditors' rights.

   (b) As used in the opinions in paragraph 4 of this opinion letter, the term "non-assessable" – which term has no equivalent in Dutch – means that a holder of a share will not by reason of merely being such a holder, be subject to assessment or calls by the Company or its creditors for further payment on such share.

   (c) Under Dutch law, each power of attorney (*volmacht*) or mandate (*lastgeving*), whether or not irrevocable, granted by the Company will terminate by force of law and without notice, upon bankruptcy of the Company. To the extent that the appointment by the Company of a process agent would be deemed to constitute a power of attorney or a mandate, this qualification would apply.

   (d) This opinion letter does not purport to express any opinion or view on the operational rules and procedures of any clearing or settlement system or agency.

6. In this opinion, Dutch legal concepts are expressed in English terms and not in their original Dutch terms. The concepts concerned may not always be identical to the concepts described by the English terms as such terms may be understood under the laws of other jurisdictions. This legal opinion is given on the express basis, accepted by each person who is entitled to rely on it, that this legal opinion and all rights, obligations or liability in relation to it are governed by Dutch law.

7. This legal opinion is given exclusively in connection with our representation of the Company and for no other purpose.

8. Notwithstanding the previous sentence, this opinion may be disclosed, quoted, or referred to without our written express consent (i) if such disclosure, quotation or reference without our written consent is required by law, court order or any competent regulatory authority, *provided* that you shall notify us immediately or as soon as otherwise possible after such disclosure, quotation or reference or (ii) to the extent that such disclosure, quotation or reference is required (a) to any of your insurers in respect of any claim or potential claim against you or (b) for evidence in court or similar proceedings in which you are a defendant, *provided*, in each of the events referred to in (a) and (b), that you shall notify us prior to any such disclosure, reference or quotation being made.

9. We consent to the filing of this opinion letter as an exhibit to the Registration Statement and also consent to the reference to Allen & Overy LLP in the Final Prospectus Supplement under the caption "Legal Matters".

Yours faithfully,

/s/ Allen & Overy LLP

Allen & Overy LLP

Exhibit 99.1

ProQR Therapeutics N.V.
Press Release November 14, 2017

ProQR Prices Approximately $20 Million Underwritten Public Offering and Concurrent Registered Direct Offering of Ordinary Shares

LEIDEN, the Netherlands, November 14, 2017 – ProQR Therapeutics N.V. (Nasdaq: PRQR), a biopharmaceutical company dedicated to changing lives through the creation of transformative RNA medicines for the treatment of severe genetic rare diseases, today announced the pricing of its previously announced underwritten public offering and concurrent registered direct offering of its ordinary shares at a price to the public of $3.25 per share. All of the shares are being offered by ProQR. In addition, in the public offering, ProQR has granted the underwriters a 30-day option to purchase up to 745,471 additional ordinary shares at the public offering price, less underwriting discounts and commissions. Gross proceeds from both offerings are expected to be approximately $20 million, assuming no exercise of the underwriters' option to purchase additional shares in the public offering.

H.C. Wainwright & Co. is acting as sole book-running manager for the offering. National Securities Corporation is acting as co-manager for the offering.

The pricing for the underwritten public offering was for a total of 4,969,805 ordinary shares for expected gross proceeds of $16.15 million. The pricing for the concurrent registered direct offering was for a total of 1,427,692 ordinary shares for expected gross proceeds of $4.64 million. The offerings are expected to close on November 16, 2017, subject to customary closing conditions. In addition, closing of the registered direct offering is contingent upon ProQR completing the public offering. The registered direct offering was made without an underwriter or a placement agent.

A shelf registration statement relating to the offered ordinary shares was filed with the Securities and Exchange Commission (SEC) on October 2, 2015, which was declared effective on October 19, 2015. A preliminary prospectus supplement related to the underwritten public offering has been filed with the SEC and is available on the SEC's website, located at www.sec.gov. Copies of the final prospectus supplement and the accompanying prospectus relating to each offering may be obtained from H.C. Wainwright & Co., LLC at 430 Park Avenue, 4th Floor, New York, New York 10022, or by e-mail: placements@hcwco.com or by telephone: 646-975-6996.

This press release shall not constitute an offer to sell or a solicitation of an offer to buy these securities nor shall there be any sale of these securities in any state or jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or jurisdiction.

About ProQR

ProQR Therapeutics is dedicated to changing lives through the creation of transformative RNA medicines for the treatment of severe genetic rare diseases such as cystic fibrosis, Leber's congenital amaurosis 10 and dystrophic epidermolysis bullosa. Based on our unique proprietary RNA repair platform technologies we are growing our pipeline with patients and loved ones in mind.
Since 2012

FORWARD-LOOKING STATEMENTS

This press release contains forward-looking statements. All statements other than statements of historical fact are forward-looking statements, which are often indicated by terms such as “anticipate,” “believe,” “could,” “estimate,” “expect,” “goal,” “intend,” “look forward to”, “may,” “plan,” “potential,” “predict,” “project,” “should,” “will,” “would” and similar expressions. Forward-looking statements are based on management’s beliefs and assumptions and on information available to management only as of the date of this press release. These forward-looking statements include, but are not limited to, statements about the completion, timing and size of the offerings of ProQR’s ordinary shares. These forward-looking statements involve risks and uncertainties, many of which are beyond ProQR’s control, including risk and uncertainties related to market conditions and satisfaction of customary closing conditions related to the offerings. There can be no assurance that ProQR will be able to complete the offerings on the anticipated terms, or at all. Applicable risks also include those that are included in ProQR’s prospectus supplement and accompanying prospectus filed with the SEC for the offerings, including the documents incorporated by reference therein, which include ProQR’s Annual Report on Form 20-F for the year ended December 31, 2016, and any subsequent SEC filings. Given these risks, uncertainties and other factors, you should not place undue reliance on these forward-looking statements, and we assume no obligation to update these forward-looking statements, even if new information becomes available in the future, except as required by law.

ProQR Therapeutics N.V.:

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