UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

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

Date of report (Date of earliest event reported): June 30, 2024

MERUS N.V.

(Exact name of registrant as specified in its charter)

The Netherlands	001-37773	Not Applicable
(State or other jurisdiction of incorporation or organization)	(Commission File Number)	(I.R.S. Employer Identification No.)

Uppsalalaan 17
3584 CT Utrecht
The Netherlands
(Address of principal executive offices) (Zip Code)

+31 85 016 2500
(Registrant’s telephone number, including area code)

N/A
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Shares, €0.09 nominal value per share	MRUS	The Nasdaq Global Market

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

Emerging growth company ☐

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

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

Appointment of Dr. Fabian Zohren as Chief Medical Officer

On June 30, 2024, the Board of Directors (the "Board") of Merus N.V. (the "Company") appointed Fabian Zohren, M.D., Ph.D. to serve as the Company's Chief Medical Officer, effective as of July 1, 2024 (the "Effective Time"), succeeding Andrew Joe, M.D. in such role.

Fabian Zohren, age 48, served as a Senior Vice President, Chief Medical Officer at Immunogen from November 2023, until its acquisition by AbbVie on May 31, 2024. Dr. Zohren served various roles at Pfizer Inc., from October 2017 until November 2023, most recently as the Global Clinical Development Leader for prostate cancer and DNA repair, overseeing clinical trials concerning Xtandi (enzalutamide) and Talzenna (talazoparib), and including serving in roles of Senior Medical Director and Global Clinical Leader earlier in his tenure. Prior to that, Dr. Zohren served as Senior Medical Director at Millenium Pharmaceuticals/Takeda from 2012 to 2017. Dr. Zohren received his Medical Degree and Ph.D. from the University of Dusseldorf and was a research scholar at Baylor College of Medicine in the Center for Cell and Gene Therapy.

In connection with Dr. Zohren's appointment as the Company's Chief Medical Officer, on June 30, 2024, Merus US, Inc., a subsidiary of the Company ("Merus US"), entered into an employment agreement with Dr. Zohren (the "Employment Agreement") pursuant to which Dr. Zohren will serve as the Chief Medical Officer of the Company and Merus US and will be entitled to an annual base salary of $503,000 and an annual performance-based bonus targeted at 40% of his annual base salary. The Employment Agreement also provides that, on or promptly following the date Dr. Zohren commences employment with Merus US, which will occur no later than July 1, 2024 (the actual date Dr. Zohren commences employment with Merus US being referred to as the "Agreement Effective Date"), Dr. Zohren will be granted an option under the Company's 2016 Incentive Award Plan to purchase 183,943 common shares of the Company. The option will vest and become exercisable (subject to Mr. Zohren's continued employment with Merus US or the Company through each applicable vesting date) as to 25% of the underlying shares on the first anniversary of the Agreement Effective Date, with the remaining underlying shares vesting in 36 substantially equal monthly installments thereafter, such that the option shall be vested and exercisable as to all shares on the fourth anniversary of the Agreement Effective Date.

Pursuant to the Employment Agreement, if Dr. Zohren's employment is terminated by Merus US without cause or due to his resignation for good reason, then subject to him executing a general release of claims and continuing compliance with a proprietary information agreement, Dr. Zohren will be entitled to receive (i) base salary continuation payments for 12 months, (ii) payment for any earned but unpaid annual bonus for the year prior to the year of termination, and (iii) direct payment of or reimbursement for continued medical, dental or vision coverage pursuant to COBRA for up to 12 months. If Dr. Zohren's employment is terminated by Merus US without cause or due to his resignation for good reason, in either case, within 12 months following a change in control of the Company, then subject to him executing a general release of claims and continuing compliance with a proprietary information agreement, Dr. Zohren will be entitled to receive, in lieu of the severance payments described above, (i) a lump sum payment equal to one times his base salary and target annual bonus, (ii) payment for any earned but unpaid annual bonus for the year prior to the year of termination, (iii) direct payment of or reimbursement for continued medical, dental or vision coverage pursuant to COBRA for up to 12 months, and (iv) provided that the date of termination occurs more than 12 months following the Agreement Effective Date, accelerated vesting of any portion of his time-based equity awards in the Company that is unvested as of the date of such termination, with any awards that vest in whole or in part based on the attainment of performance-vesting conditions being governed by the terms of the applicable award agreement.

The foregoing description of the Employment Agreement is not complete and is qualified in its entirety by reference to the full text of such agreement, a copy of which is filed herewith as Exhibit 10.1 and incorporated by reference herein.

Separation Agreements with each of Dr. Hui Liu and Dr. Andrew Joe and Consultancy Agreement with Dr. Andrew Joe

On June 30, 2024, it was determined that the employment of Hui Liu, Ph.D., the Chief Business Officer of the Company and Head of Merus US, and Andrew Joe, M.D., the Company's Chief Medical Officer, with Merus US would end on July 1, 2024. Each of Dr. Liu and Dr. Joe entered into a Separation Agreement and Release with Merus US (referred to as the "**Liu Agreement**" and the "**Joe Agreement**," respectively).

Pursuant to the Liu Agreement and the Joe Agreement, as applicable, each of Dr. Liu and Dr. Joe will be eligible to receive the following payments and benefits, subject to his execution and non-revocation of a release of claims in favor of Merus US and the Company: (i) the severance payments and benefits set forth in his respective employment agreement with Merus US, subject to and in accordance with the previously disclosed terms of the applicable employment agreement; (ii) for Dr. Liu, (x) accelerated vesting of 3,000 restricted stock units in the Company granted on October 10, 2023 and (y) a lump sum payment of $17,500 payable within sixty (60) days of his separation date; and (iii) the time period to exercise any options to purchase common shares of the Company that are outstanding and vested as of July 1, 2024 shall generally be extended to December 31, 2024 for Dr. Liu and the date that is three (3) months following the expiration of the Consulting Agreement (as defined below) for Dr. Joe. In addition, Dr. Liu is entitled to reimbursement of up to $10,000 in professional fees incurred in connection with the negotiation of the Liu Agreement. Each of Dr. Liu and Dr. Joe have agreed to comply with a 12 month post-termination non-compete and to continued compliance with his respective proprietary information agreement with Merus US.

In connection with his termination of employment, on June 30, 2024 the Company entered into a Consultancy Agreement with Dr. Joe (the "**Consulting Agreement**"), pursuant to which Dr. Joe will provide consulting services to the Company for a period of three (3) months following his termination of employment in exchange for a monthly consulting fee of $41,000, with effect from July 1, 2024.

The foregoing descriptions of the Liu Agreement, the Joe Agreement and the Consulting Agreement do not purport to be complete and are subject to, and qualified in their entirety by, the full text of the Liu Agreement, the Joe Agreement and the Consulting Agreement, copies of which are filed as Exhibits 10.2, 10.3 and 10.4 to this Current Report on Form 8-K (this "**Current Report**"), respectively, and are each incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Exhibit Description
10.1	Employment Agreement by and between Merus US, Inc. and Fabian Zohren.
10.2	Separation Agreement and Release, by and between Merus US, Inc. and Hui Liu.
10.3	Separation Agreement and Release, by and between Merus US, Inc. and Andrew Joe.
10.4	Consultancy Agreement, by and between Merus N.V. and Andrew Joe.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

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.

MERUS N.V.

Date: July 1, 2024

By: /s/ Sven (Bill) Ante Lundberg
Name: Sven (Bill) Ante Lundberg, M.D.
Title: President and Chief Executive Officer

EMPLOYMENT AGREEMENT

This Employment Agreement (this "Agreement"), dated as of June 30, 2024, is made by and between Merus US, Inc., a Delaware corporation (together with any successors or assigns, the "Company"), and F. Zohren ("Executive") (collectively referred to as herein as the "Parties" or individually referred to as a "Party").

RECITALS

(A) It is the desire of the Company to assure itself of the services of Executive on the terms set forth in this Agreement beginning on and following a date to be mutually agreed upon by the Company and Executive, which date shall be no later than July 1, 2024. The actual date on which Executive begins Executive's employment with the Company is referred to herein as the "Effective Date".

(B) The Company wishes to secure the services of Executive upon the terms and conditions hereinafter set forth, and Executive wishes to render such services to the Company upon the terms and conditions hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the respective covenants and agreements set forth below, the Parties hereto agree as follows:

1. Employment.

(a) General. Effective as of the Effective Date, the Company shall employ Executive and Executive shall commence employment with the Company, for the period and in the position set forth in this Section 1, and subject to the other terms and conditions herein provided.

(b) At-Will Employment. The Company and Executive acknowledge that Executive's employment is and shall continue to be at-will, as defined under applicable law, and that Executive's employment with the Company may be terminated by either Party at any time for any or no reason (subject to the notice requirements of Section 3(b)). This "at-will" nature of Executive's employment shall remain unchanged during Executive's tenure as an employee and may not be changed, except in an express writing signed by Executive and a duly authorized officer of the Company or of Merus N.V., a Dutch public limited liability company ("Parent"), as applicable. If Executive's employment terminates for any reason, Executive shall not be entitled to any payments, benefits, damages, award or compensation other than as provided in this Agreement or otherwise agreed to in writing by a duly authorized officer of the Company, a duly authorized officer of Parent or as provided by applicable law. The period of Executive's employment by the Company beginning on the Effective Date shall be referred to herein as the "Term".

(c) Position; Duties and Location. Executive shall serve as Chief Medical Officer (CMO), with such responsibilities, duties and authority normally associated with such positions and as may from time to time be assigned to Executive by the Chief Executive Officer of Parent or the Board of Directors of Parent or an authorized committee thereof (in either case, the "Board"). Executive's normal place of work shall be at the Company's office in the Boston, Massachusetts metropolitan area. Executive shall devote substantially all of Executive's working time and efforts to the business and affairs of the Company (which shall include service to its affiliates, if applicable) and shall only engage in outside business activities (including serving on outside boards or committees) with the consent of the Board, provided that Executive shall be permitted to (i) manage Executive's personal, financial and legal affairs,

(ii) participate in trade associations, and (iii) serve on the board of directors of not-for-profit or tax-exempt charitable organizations, in each case, subject to compliance with this Agreement and provided that such activities do not materially interfere with nor pose any conflict with Executive's performance of Executive's duties and responsibilities hereunder. Executive agrees to observe and comply with the rules and policies of the Company and Parent as adopted by the Company or Parent, as applicable, from time to time, in each case as amended from time to time, as set forth in writing, and as delivered or made available to Executive (each, a "Policy").

2. Compensation and Related Matters.

(a) Annual Base Salary. During the Term, Executive shall receive a base salary at a rate of $503,000 gross per annum, which shall be paid in accordance with the customary payroll practices of the Company and shall be pro-rated for partial years of employment. Such annual base salary shall be reviewed (and may be upwardly adjusted) from time to time by the Board (such annual base salary, as it may be upwardly adjusted from time to time, the "Annual Base Salary").

(b) Bonus. During the Term, Executive will be eligible to participate in an annual incentive program established by the Board. Executive's annual incentive compensation under such incentive program (the "Annual Bonus") shall be targeted at 40% of Executive's Annual Base Salary. Such target bonus shall be reviewed (and may be adjusted) from time to time by the Board (such target bonus, as it may be adjusted from time to time, the "Target Bonus"). The Annual Bonus payable under the incentive program shall be based on the achievement of performance goals to be determined by the Board. The payment of any Annual Bonus pursuant to the incentive program shall be subject to Executive's continued employment with the Company through the date of payment, except as provided in Section 4(b) or Section 4(c).

(c) Equity Awards. Subject to the approval of the Board following the Effective Date, Executive will be granted an option to purchase 183,943 common shares of Parent with an exercise price per share equal to the Fair Market Value (as defined in the Merus N.V. 2016 Incentive Award Plan (the "Plan")) of Parent's common shares on the date of grant (the "Option"). Subject to Executive's continued employment with Parent or its subsidiaries, including the Company, the Option shall vest over a four-year period, with 25% vesting on the first anniversary of the Effective Date and the remaining 75% vesting in 36 equal monthly installments following the first anniversary of the Effective Date. The Option will be subject to the terms of the Plan and an option award agreement on Parent's standard form.

(d) Benefits. During the Term, Executive shall be eligible to participate in employee benefit plans, programs and arrangements of the Company (including medical, dental, vision, life insurance, disability insurance and defined contribution 401(k) plans) made available to other similarly-situated employees of the Company, consistent with the terms thereof and as such plans, programs and arrangements may be amended from time to time.

(e) Vacation. During the Term, Executive shall be entitled to four (4) weeks of paid personal leave in accordance with the Company's paid time off Policies. Any vacation shall be taken at the reasonable and mutual convenience of the Company and Executive.

(f) Business Expenses. During the Term, the Company shall reimburse Executive for all reasonable travel and other business expenses incurred by Executive in the performance of Executive's duties to the Company in accordance with the Company's expense reimbursement Policy.

(g) Key Person Insurance. At any time during the Term, the Company and its affiliates shall have the right to insure the life of Executive for the Company's and its affiliates' benefit. The Company shall have the right to determine the amount of insurance and the type of policy. Executive shall reasonably cooperate with the Company in obtaining such insurance by submitting to physical examinations, by supplying all information reasonably required by any insurance carrier, and by executing all necessary documents reasonably required by any insurance carrier, provided that any information provided to an insurance company or broker shall not be provided to the Company without the prior written authorization of Executive. Executive shall incur no financial obligation by executing any required document, and shall have no interest in any such policy.

3. Termination.

(a) Circumstances. Executive's employment hereunder may be terminated by the Company or Executive, as applicable, without any breach of this Agreement, at any time, under the following circumstances:

(i) Death. Executive's employment hereunder shall terminate upon Executive's death.

(ii) Disability. If Executive has incurred a Disability, as defined below, the Company may terminate Executive's employment.

(iii) Termination for Cause. The Company may terminate Executive's employment for Cause, as defined below.

(iv) Termination without Cause. The Company may terminate Executive's employment without Cause.

(v) Resignation from the Company for Good Reason. Executive may resign Executive's employment with the Company for Good Reason, as defined below.

(vi) Resignation from the Company Without Good Reason. Executive may resign Executive's employment with the Company for any reason other than Good Reason or for no reason.

(b) Notice of Termination. Any termination of Executive's employment by the Company or by Executive under this Section 3 (other than termination pursuant to Section 3(a)(i)) shall be communicated by a written notice to the other Party hereto (i) indicating the specific termination provision in this Agreement relied upon, (ii) setting forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of Executive's employment under the provision so indicated, if applicable, and (iii) specifying a Date of Termination which, if submitted by Executive, shall be at least thirty (30) days following the date of such notice (a "Notice of Termination"); *provided, however*, that in the event that Executive delivers a Notice of Termination to the Company, the Company may, in its sole discretion, change the Date of Termination to any date that occurs on or following the date of the Company's receipt of such Notice of Termination and is prior to the date specified in such Notice of Termination. A Notice of Termination submitted by the Company may provide for a Date of Termination on the date Executive receives the Notice of Termination, or any date thereafter elected by the Company in its sole discretion. The failure by the Company or Executive to set forth in the Notice of Termination any fact or circumstance which contributes to a showing of Cause or Good Reason shall not waive any right of such Party hereunder or preclude such Party from asserting such fact or circumstance in enforcing such Party's rights hereunder.

(c) Company Obligations upon Termination. Upon termination of Executive's employment pursuant to this Section 3, Executive (or Executive's estate) shall be entitled to receive the sum of: (i) the portion of Executive's Annual Base Salary earned through the Date of Termination, but not yet paid to Executive; (ii) any expenses owed to Executive pursuant to Section 2(f); and (iii) any amount accrued and arising from Executive's participation in, or benefits accrued under any employee benefit plans, programs or arrangements, which amounts shall be payable in accordance with the terms and conditions of such employee benefit plans, programs or arrangements (collectively, the "Company Arrangements"). Except as otherwise expressly required by law (e.g., COBRA) or as specifically provided herein, all of Executive's rights to salary, severance, benefits, bonuses and other compensatory amounts hereunder (if any) shall cease upon the termination of Executive's employment hereunder. In the event that Executive's employment is terminated by the Company for any reason, Executive's sole and exclusive remedy shall be to receive the payments and benefits described in this Section 3(c) or Section 4, as applicable

(d) Deemed Resignation. Upon termination of Executive's employment for any reason, Executive shall be deemed to have resigned from all offices and directorships, if any, then held with the Company, Parent or any of their subsidiaries or affiliates.

4. **Severance Payments.**

(a) Termination for Cause, or Termination Upon Death, Disability or Resignation from the Company Without Good Reason. If Executive's employment shall terminate as a result of Executive's death pursuant to Section 3(a)(i) or Disability pursuant to Section 3(a)(ii), pursuant to Section 3(a)(iii) for Cause, or pursuant to Section 3(a)(vi) for Executive's resignation from the Company without Good Reason, then Executive shall not be entitled to any severance payments or benefits, except as provided in Section 3(c).

(b) Termination without Cause or Resignation from the Company for Good Reason. If Executive's employment is terminated by the Company without Cause pursuant to Section 3(a)(iv) or pursuant to Section 3(a)(v) due to Executive's resignation for Good Reason, in either case, which termination does not occur within twelve (12) months following the date of a Change in Control, then, subject to Executive signing on or before the 21st day following Executive's Separation from Service (as defined below), and not revoking, a release of claims in substantially the form attached hereto as Exhibit A (the "Release"), and Executive's continued compliance with Section 5, Executive shall receive, in addition to payments and benefits set forth in Section 3(c), the following:

(i) an amount in cash equal to one (1) times the Annual Base Salary, payable in the form of salary continuation in regular installments over the twelve (12) month period following the date of Executive's Separation from Service (the "Severance Period") in accordance with the Company's customary payroll practices;

(ii) any unpaid Annual Bonus earned by Executive for the year prior to the year in which the Date of Termination occurs, as determined by the Board based upon actual performance achieved, which Annual Bonus, if any, shall be paid to Executive when bonuses for such year are paid to actively employed senior executives of the Company, but in no event later than the end of the year in which the Date of Termination occurs; and

(iii) if Executive elects to receive continued medical, dental or vision coverage under one or more of the Company's group healthcare plans pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), the Company shall directly pay, or reimburse Executive for, the COBRA premiums for Executive and Executive's covered dependents under such plans during the period commencing on Executive's Separation from Service and ending upon the earliest of (X) the last day of the Severance Period, (Y) the date that Executive and/or Executive's covered dependents become no longer eligible for COBRA or (Z) the date Executive becomes eligible to receive healthcare coverage from a subsequent employer (and Executive agrees to promptly notify the Company of such eligibility). Notwithstanding the foregoing, if the Company determines in its sole discretion that it cannot provide the foregoing benefit without potentially violating applicable law or incurring an excise tax (including, without limitation, by reason of Section 2716 of the Public Health Service Act), the Company shall, in lieu thereof, provide to Executive a taxable monthly payment in an amount equal to the monthly COBRA premium that Executive would be required to pay to continue Executive's and Executive's covered dependents' group health coverage in effect on the Date of Termination (which amount shall be based on the premium for the first month of COBRA coverage), less the amount Executive would have had to pay to receive group health coverage for Executive and Executive's covered dependents based on the cost sharing levels in effect on the Date of Termination, which payments shall be made regardless of whether Executive elects COBRA continuation coverage and shall commence in the month following the month in which the Date of Termination occurs and shall end on the earlier of (X) the last day of the Severance Period, (Y) the date that Executive and/or Executive's covered dependents become no longer eligible for COBRA or (Z) the date Executive becomes eligible to receive healthcare coverage from a subsequent employer.

(c) Change in Control. In lieu of the payments and benefits set forth in Section 4(b), in the event Executive's employment is terminated by the Company without Cause pursuant to Section 3(a)(iv) or pursuant to Section 3(a)(v) due to Executive's resignation for Good Reason, in either case, on or within twelve (12) months following the date of a Change in Control, then, subject to Executive signing on or before the 21st day following Executive's Separation from Service, and not revoking, the Release, and Executive's continued compliance with Section 5, Executive shall receive, in addition to the payments and benefits set forth in Section 3(c), the following:

an amount in cash equal to one (1) times the sum of (A) the Annual Base Salary and (B) the Target Bonus, payable in a lump sum on the First Payment Date;

(i) the payments and benefits provided under Section 4(b)(ii) and Section 4(b)(iii); and

(ii) provided that the Date of Termination occurs more than 12 months following the date Executive commenced employment with the Company, immediate vesting of all unvested equity or equity-based awards held by Executive under any equity compensation plans of Parent that vest solely based on the passage of time (with any such awards that vest in whole or in part based on the attainment of performance-vesting conditions being governed by the terms of the applicable award agreement).

5. Employee Proprietary Information and Inventions Assignment Agreement.

As a condition to the effectiveness of this Agreement, Executive will execute and deliver to the Company contemporaneously herewith an Employee Proprietary Information and Inventions Assignment Agreement (the "Proprietary Information Agreement"), which Proprietary Information Agreement contains certain non-competition, non-solicitation, non- disclosure and assignment of inventions provisions in favor of the Company and Parent.

Executive agrees to abide by the terms of the Proprietary Information Agreement, which are hereby incorporated by reference into this Agreement. Executive acknowledges that the provisions of the Proprietary Information Agreement will survive the termination of Executive's employment and the termination of the Term for the periods set forth in the Proprietary Information Agreement.

6. Assignment and Successors.

The Company may assign its rights and obligations under this Agreement to any of its affiliates, including, without limitation, any successor to all or substantially all of the business or the assets of the Company (by merger or otherwise), and may assign or encumber this Agreement and its rights hereunder as security for indebtedness of the Company and its affiliates. This Agreement shall be binding upon and inure to the benefit of the Company, Executive and their respective successors, assigns, personnel and legal representatives, executors, administrators, heirs, distributees, devisees, and legatees, as applicable. None of Executive's rights or obligations may be assigned or transferred by Executive, other than Executive's rights to payments hereunder, which may be transferred only by will or operation of law. Notwithstanding the foregoing, Executive shall be entitled, to the extent permitted under applicable law and applicable Company Arrangements, to select and change a beneficiary or beneficiaries to receive compensation hereunder following Executive's death by giving written notice thereof to the Company.

7. **Certain Definitions.**

(a) Cause. The Company shall have "Cause" to terminate Executive's employment hereunder upon:

(i) Executive's failure to (A) substantially perform Executive's duties with the Company (other than any such failure resulting from Executive's Disability) or (B) comply with, in any material respect, any of the Company's Policies; provided that such "Cause" shall be deemed to occur only after the Company has given notice thereof to Executive specifying in reasonable detail the conduct constituting "Cause," and, to the extent curable and correctable and the failure is not another breach after a prior cure period, Executive fails to cure and correct Executive's conduct within thirty (30) days after such notice;

(ii) the Board's determination that Executive failed in any material respect to carry out or comply with any lawful and reasonable directive of the Board; provided that such "Cause" shall be deemed to occur only after the Company has given notice thereof to Executive specifying in reasonable detail the conduct constituting "Cause," and, to the extent curable and correctable and the failure is not another breach after a prior cure period, Executive fails to cure and correct Executive's conduct within thirty (30) days after such notice;

(iii) Executive's breach of a material provision of this Agreement or the Proprietary Information Agreement; provided that such "Cause" shall be deemed to occur only after the Company has given notice thereof to Executive specifying in reasonable detail the conduct constituting "Cause," and, to the extent curable and correctable and the failure is not another breach after a prior cure period, Executive fails to cure and correct Executive's conduct within thirty (30) days after such notice;

(iv) Executive's conviction, plea of no contest, plea of nolo contendere, or imposition of unadjudicated probation for any felony or crime involving moral turpitude;

(v) Executive's unlawful use (including being under the influence) or possession of illegal drugs on the Company's (or any of its affiliate's) premises or while performing Executive's duties and responsibilities under this Agreement; or

(vi) Executive's commission of an act of fraud, embezzlement, misappropriation, willful misconduct, or breach of fiduciary duty against the Company or any of its affiliates.

(b) Change in Control. "Change in Control" shall mean and include each of the following:

(i) A transaction or series of related transactions (other than an offering of common shares of Parent to the general public through a registration statement filed with the Securities and Exchange Commission or a transaction or series of related transactions that meets the requirements of clauses (A) and (B) of subsection (ii) below) whereby any "person" or related "group" of "persons" (as such terms are used in Sections 13(d) and 14(d)(2) of the Securities Exchange Act of 1934 (the "Exchange Act")) (other than Parent, any of its subsidiaries, an employee benefit plan maintained by Parent or any of its subsidiaries or a "person" that, prior to such transaction, directly or indirectly controls, is controlled by, or is under common control with, Parent) directly or indirectly acquires beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of securities of Parent possessing more than 50% of the total combined voting power of Parent's securities outstanding immediately after such acquisition; or

(ii) The consummation by Parent (whether directly involving Parent or indirectly involving Parent through one or more intermediaries) of (x) a merger, consolidation, reorganization, or business combination or (y) a sale or other disposition of all or substantially all of Parent's assets in any single transaction or series of related transactions or (z) the acquisition of assets or stock of another entity, in each case other than a transaction:

(A) which results in Parent's voting securities outstanding immediately before the transaction continuing to represent (either by remaining outstanding or by being converted into voting securities of Parent or the person that, as a result of the transaction, controls, directly or indirectly, Parent or owns, directly or indirectly, all or substantially all of Parent's assets or otherwise succeeds to the business of Parent (Parent or such person, the "Successor Entity")) directly or indirectly, at least a majority of the combined voting power of the Successor Entity's outstanding voting securities immediately after the transaction, and

(B) after which no person or group beneficially owns voting securities representing 50% or more of the combined voting power of the Successor Entity; provided, however, that no person or group shall be treated for purposes of this clause (B) as beneficially owning 50% or more of the combined voting power of the Successor Entity solely as a result of the voting power held in Parent prior to the consummation of the transaction.

Notwithstanding the foregoing, in no event shall the transaction or event described in subsection (i) or (ii) constitute a Change in Control for purposes of this Agreement unless such transaction also constitutes a "change in control event," as defined in Treasury Regulation Section 1.409A-3(i)(5).

(c) Code. "Code" shall mean the Internal Revenue Code of 1986, as amended, and the regulations and guidance promulgated thereunder.

(d) Date of Termination. "Date of Termination" shall mean (i) if Executive's employment is terminated by Executive's death, the date of Executive's death; or (ii) if Executive's employment is terminated pursuant to Section 3(a)(ii) – (vi) either the date indicated in the Notice of Termination or the date specified by the Company pursuant to Section 3(b), whichever is earlier.

(e) Disability. "Disability" shall mean, at any time the Company or any of its affiliates sponsors a long-term disability plan for the Company's employees, "disability" as defined in such long-term disability plan for the purpose of determining a participant's eligibility for benefits, provided, however, if the long-term disability plan contains multiple definitions of disability, "Disability" shall refer to that definition of disability which, if Executive qualified for such disability benefits, would provide coverage for the longest period of time. The determination of whether Executive has a Disability shall be made by the person or persons required to make disability determinations under the long-term disability plan. At any time the Company does not sponsor a long-term disability plan for its employees, "Disability" shall mean Executive's inability to perform, with or without reasonable accommodation, the essential functions of Executive's position hereunder for a total of three months during any six-month period as a result of incapacity due to mental or physical illness as determined by a physician selected by the Company or its insurers and acceptable to

Executive or Executive's legal representative, with such agreement as to acceptability not to be unreasonably withheld or delayed. Any refusal by Executive to submit to a medical examination for the purpose of determining Disability shall be deemed to constitute conclusive evidence of Executive's Disability.

(f) Good Reason. For the sole purpose of determining Executive's right to severance payments as described above, Executive's resignation will be for "Good Reason" if Executive resigns within ninety days after any of the following events, unless Executive consents to the applicable event: (i) a decrease in Executive's Annual Base Salary, other than a reduction in Annual Base Salary of less than 10% that is implemented in connection with a contemporaneous reduction in annual base salaries affecting other senior executives of the Company and Parent, (ii) a material decrease in Executive's authority or areas of responsibility as are commensurate with Executive's title or position (other than in connection with a corporate transaction where Executive continues to hold the position referenced in Section 1(c) above with respect to Parent's business, substantially as such business exists prior to the date of consummation of such corporate transaction, but does not hold such position with respect to the successor corporation), or (iii) the relocation of Executive's primary office to a location more than 50 miles from the Boston, Massachusetts metropolitan area. Notwithstanding the foregoing, no Good Reason will have occurred unless and until Executive has: (i) provided the Company and Parent, within 60 days of Executive's knowledge of the occurrence of the facts and circumstances underlying the Good Reason event, written-notice stating with specificity the applicable facts and circumstances underlying such finding of Good Reason; and (ii) provided the Company or Parent, as applicable, with an opportunity to cure the same within 30 days after the receipt of such notice.

(g) Person. "Person" means any individual or any corporation, limited liability company, general partnership, limited partnership, venture, trust, business trust, unincorporated association, estate or other entity.

8. Parachute Payments.

(a) Notwithstanding any other provisions of this Agreement or any Parent equity plan or agreement, in the event that any payment or benefit by the Company, Parent or otherwise to or for the benefit of Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise (all such payments and benefits, including the payments and benefits under Section 4(b) or Section 4(c) hereof, being hereinafter referred to as the "Total Payments"), would be subject (in whole or in part) to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then the Total Payments shall be reduced (in the order provided in Section 8(b)) to the extent necessary to avoid the imposition of the Excise Tax on the Total Payments, but only if (i) the net amount of such Total Payments, as so reduced (and after subtracting the net amount of federal, state and local income and employment taxes on such reduced Total Payments and after taking into account the phase out of itemized deductions and personal exemptions attributable to such reduced Total Payments), is greater than or equal to (ii) the net amount of such Total Payments without such reduction (but after subtracting the net amount of federal, state and local income and employment taxes on such Total Payments and the amount of the Excise Tax to which Executive would be subject in respect of such unreduced Total Payments and after taking into account the phase out of itemized deductions and personal exemptions attributable to such unreduced Total Payments).

(b) The Total Payments shall be reduced in the following order: (i) reduction on a pro-rata basis of any cash severance payments that are exempt from Section 409A of the Code ("Section 409A"), (ii) reduction on a pro-rata basis of any non-cash severance payments or benefits that are exempt from Section 409A, (iii) reduction on a pro-rata basis of any other payments or benefits that are exempt from Section 409A, and (iv) reduction of any payments or benefits otherwise payable to Executive on a pro-rata basis or such other manner that complies with Section 409A; provided, in case of clauses (ii), (iii) and (iv), that reduction of any payments attributable to the acceleration of vesting of equity awards shall be first applied to equity awards that would otherwise vest last in time.

(c) The Company or Parent will select an accounting firm or consulting group with experience in performing calculations regarding the applicability of Section 280G of the Code and the Excise Tax (the "Independent Advisors") to make determinations regarding the application of this Section 8. For purposes of such determinations, no portion of the Total Payments shall be taken into account which, in the opinion of the Independent Advisors, (i) does not constitute a "parachute payment" within the meaning of Section 280G(b)(2) of the Code (including by reason of Section 280G(b)(4)(A) of the Code) or (ii) constitutes reasonable compensation for services actually rendered, within the meaning of Section 280G(b)(4)(B) of the Code, in excess of the "base amount" (as defined in Section 280G(b)(3) of the Code) allocable to such reasonable compensation. The costs of obtaining such determination and all related fees and expenses (including related fees and expenses incurred in any later audit) shall be borne by the Company or Parent, as applicable.

(d) In the event it is later determined that to implement the objective and intent of this Section 8, a greater reduction in the Total Payments should have been made, the excess amount shall be returned promptly by Executive to the Company or Parent, as applicable.

9. Miscellaneous Provisions.

(a) Governing Law. This Agreement shall be governed, construed, interpreted and enforced in accordance with its express terms, and otherwise in accordance with the substantive laws of the Commonwealth of Massachusetts without reference to the principles of conflicts of law of the Commonwealth of Massachusetts or any other jurisdiction, and where applicable, the laws of the United States.

(b) Validity. The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

(c) Notices. Any notice, request, claim, demand, document and other communication hereunder to any Party shall be effective upon receipt (or refusal of receipt) and shall be in writing and delivered personally or sent by facsimile or certified or registered mail, postage prepaid, as follows:

(i) If to the Company or Parent, the General Counsel of Parent at its headquarters,

(ii) If to Executive, at the last address that the Company or Parent has in its personnel records for Executive, or

(iii) At any other address as any Party shall have specified by notice in writing to the other Party.

(d) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same Agreement. Signatures delivered by facsimile, PDF or email shall be deemed effective for all purposes.

(e) Entire Agreement. The terms of this Agreement and the Proprietary Information Agreement are intended by the Parties to be the final expression of their agreement with respect to the subject matter hereof and thereof and supersede all prior understandings and agreements, whether written or oral, including, without limitation, any offer letter between Executive, the Company and/or Parent. The Parties further intend that this Agreement and the Proprietary Information Agreement shall constitute the complete and exclusive statement of their terms and that no extrinsic evidence whatsoever may be introduced in any judicial, administrative, or other legal proceeding to vary the terms of this Agreement or the Proprietary Information Agreement.

(f) Amendments; Waivers. This Agreement may not be modified, amended, or terminated except by an instrument in writing, signed by Executive and a duly authorized officer of Parent or the Company. By an instrument in writing similarly executed, Executive or a duly authorized officer of the Company or Parent may waive compliance by the other Party with any specifically identified provision of this Agreement that such other Party was or is obligated to comply with or perform; *provided, however*, that such waiver shall not operate as a waiver of, or estoppel with respect to, any other or subsequent failure. No failure to exercise and no delay in exercising any right, remedy, or power hereunder preclude any other or further exercise of any other right, remedy, or power provided herein or by law or in equity.

(g) No Inconsistent Actions. The Parties hereto shall not voluntarily undertake or fail to undertake any action or course of action inconsistent with the provisions or essential intent of this Agreement. Furthermore, it is the intent of the Parties hereto to act in a fair and reasonable manner with respect to the interpretation and application of the provisions of this Agreement.

(h) Construction. This Agreement shall be deemed drafted equally by both the Parties. Its language shall be construed as a whole and according to its fair meaning. Any presumption or principle that the language is to be construed against any Party shall not apply. The headings in this Agreement are only for convenience and are not intended to affect construction or interpretation. Any references to paragraphs, subparagraphs, sections or subsections are to those parts of this Agreement, unless the context clearly indicates to the contrary. Also, unless the context clearly indicates to the contrary, (a) the plural includes the singular and the singular includes the plural; (b) “and” and “or” are each used both conjunctively and disjunctively; (c) "any," "all," "each," or "every" means "any and all," and "each and every"; (d) "includes" and "including" are each "without limitation"; (e) "herein," "hereof," "hereunder" and other similar compounds of the word "here" refer to the entire Agreement and not to any particular paragraph, subparagraph, section or subsection; and (f) all pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the entities or persons referred to may require.

(i) Arbitration. Any controversy, claim or dispute arising out of or relating to this Agreement, shall be settled solely and exclusively by a binding arbitration process administered by JAMS/Endispute in Boston, Massachusetts. Such arbitration shall be conducted in accordance with the then-existing JAMS/Endispute Rules of Practice and Procedure, with the following exceptions if in conflict: (a) one arbitrator who is a retired judge shall be chosen by JAMS/Endispute; (b) each Party to the arbitration will pay one-half of the expenses and fees of the arbitrator, together with other expenses of the arbitration incurred or approved by the arbitrator; and (c) arbitration may proceed in the absence of any Party if written notice (pursuant to the JAMS/Endispute rules and regulations) of the proceedings has been given to such Party. Each Party shall bear its own attorneys' fees and expenses; provided that the arbitrator may assess the prevailing Party's fees and costs against the non-prevailing Party as part of the arbitrator's award. The Parties agree to abide by all decisions and awards rendered in such proceedings. Such decisions and awards rendered by the arbitrator shall be final and conclusive. All such controversies, claims or disputes shall be settled in this manner in lieu of any action at law or equity; provided, however, that nothing in this subsection shall be construed as precluding the bringing an action for injunctive relief or specific performance as provided in this Agreement or the Proprietary Information Agreement. This dispute resolution process and any arbitration hereunder shall be confidential and neither any Party nor the neutral arbitrator shall disclose the existence, contents or results of such process without the prior written consent of all Parties, except where necessary or compelled in a Court to enforce this arbitration provision or an award from such arbitration or otherwise in a legal proceeding. If JAMS/Endispute no longer exists or is otherwise unavailable, the Parties agree that the American Arbitration Association ("AAA") shall administer the arbitration in accordance with its then-existing rules as modified by this subsection. In such event, all references herein to JAMS/Endispute shall mean AAA.

(j) Enforcement. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the Term, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a portion of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision there shall be added automatically as part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

(k) Withholding. The Company shall be entitled to withhold from any amounts payable under this Agreement any federal, state, local or foreign withholding or other taxes or charges which the Company is required to withhold. The Company shall be entitled to rely on an opinion of counsel if any questions as to the amount or requirement of withholding shall arise.

(l) Survival. Notwithstanding anything to the contrary in this Agreement, the provisions of Sections 5 through 9 will survive the termination of Executive's employment and the expiration or termination of the Term.

(m) Section 409A.

(i) General. The intent of the Parties is that the payments and benefits under this Agreement comply with or be exempt from Section 409A and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted to be in compliance therewith.

(ii) Separation from Service. Notwithstanding anything in this Agreement to the contrary, any compensation or benefits payable under this Agreement that are designated under this Agreement as payable upon Executive's termination of employment shall be payable only upon Executive's "separation from service" with the Company within the meaning of Section 409A (a "Separation from Service") and, except as provided below, any such compensation or benefits described in Sections 4(b) and 4(c) shall not be paid, or, in the case of installments, shall not commence payment, until the 30th day following Executive's Separation from Service (the "First Payment Date"). Any installment payments that would have been made to Executive during the 30-day period immediately following Executive's Separation from Service but for the preceding sentence shall be paid to Executive on the First Payment Date and the remaining payments shall be made as provided in this Agreement.

(iii) Specified Employee. Notwithstanding anything in this Agreement to the contrary, if Executive is deemed by the Company at the time of Executive's Separation from Service to be a "specified employee" for purposes of Section 409A, to the extent delayed commencement of any portion of the benefits to which Executive is entitled under this Agreement is required in order to avoid a prohibited distribution under Section 409A, such portion of Executive's benefits shall not be provided to Executive prior to the earlier of (i) the expiration of the 6-month period measured from the date of Executive's Separation from Service with the Company or (ii) the date of Executive's death. Upon the first business day following the expiration of the applicable Section 409A period, all payments deferred pursuant to the preceding sentence shall be paid in a lump sum to Executive (or Executive's estate or beneficiaries), and any remaining payments due to Executive under this Agreement shall be paid as otherwise provided herein.

(iv) Expense Reimbursements. To the extent that any reimbursements under this Agreement are subject to Section 409A, any such reimbursements payable to Executive shall be paid to Executive no later than December 31 of the year following the year in which the expense was incurred, provided that Executive submits Executive's reimbursement request promptly following the date the expense is incurred. The amount of expenses reimbursed in one year shall not affect the amount eligible for reimbursement in any subsequent year, other than medical expenses referred to in Section 105(b) of the Code, and Executive's right to reimbursement under this Agreement will not be subject to liquidation or exchange for another benefit.

(v) Installments. Executive's right to receive any installment payments under this Agreement, including without limitation any continuation of salary payments that are payable on Company payroll dates, shall be treated as a right to receive a series of separate payments and, accordingly, each such installment payment shall at all times be considered a separate and distinct payment as permitted under Section 409A. Except as otherwise permitted under Section 409A, no payment hereunder shall be accelerated or deferred unless such acceleration or deferral would not result in additional tax or interest pursuant to Section 409A.

10. Executive Acknowledgement.

Executive acknowledges that Executive has read and understands this Agreement, is fully aware of its legal effect, has not acted in reliance upon any representations or promises made by the Company other than those contained in writing herein, and has entered into this Agreement freely based on Executive's own judgment.

11. Third Party Beneficiary Rights.

Parent has third party beneficiary rights to the terms of this Agreement applicable to the Company.

IN WITNESS WHEREOF, the persons below have executed this Agreement on the date and year first above written.

PARENT

By: /s/ Sven (Bill) Ante Lundberg
Name: Sven (Bill) Lundberg
Title: President, Chief Executive Officer

COMPANY

By: /s/ Sven (Bill) Ante Lundberg
Name: Sven (Bill) Lundberg
Title: President, Chief Executive Officer

EXECUTIVE

By: /s/ Fabian Zohren
F. Zohren

[*Signature Page to Employment Agreement*]

EXHIBIT A

Separation Agreement and Release

This Separation Agreement and Release ("Agreement") is made by and between F. Zohren ("Executive") and Merus US, Inc. (the "Company") (collectively referred to as the "Parties" or individually referred to as a "Party"). Capitalized terms used but not defined in this Agreement shall have the meanings set forth in the Employment Agreement (as defined below).

WHEREAS, the Parties have previously entered into that certain Employment Agreement, dated as of (the "Employment Agreement") and that certain Employee Proprietary Information and Inventions Assignment Agreement (the "Proprietary Information Agreement"); and

WHEREAS, in connection with Executive's termination of employment with the Company or a subsidiary or affiliate of the Company effective______ , the Parties wish to resolve any and all disputes, claims, complaints, grievances, charges, actions, petitions, and demands that Executive may have against the Company and any of the Releasees as defined below, including, but not limited to, any and all claims arising out of or in any way related to Executive's employment with or separation from the Company or its subsidiaries or affiliates but, for the avoidance of doubt, nothing herein will be deemed to release any rights or remedies in connection with Executive's ownership of vested equity securities of the Company or one of its affiliates (including Merus N.V. ("Parent")), or Executive's right to indemnification by the Company or any of its affiliates pursuant to contract or applicable law (collectively, the "Retained Claims").

NOW, THEREFORE, in consideration of the severance payments and benefits described in Section 4 of the Employment Agreement, which, pursuant to the Employment Agreement, are conditioned on Executive's execution and non-revocation of this Agreement, and in consideration of the mutual promises made herein, the Company and Executive hereby agree as follows:

1. Severance Payments; Salary and Benefits. The Company agrees to provide Executive with the severance payments and benefits described in Section 4(b) or Section 4(c) of the Employment Agreement, payable at the times set forth in, and subject to the terms and conditions of, the Employment Agreement. In addition, to the extent not already paid, and subject to the terms and conditions of the Employment Agreement, the Company shall pay or provide to Executive all other payments or benefits described in Section 3(c) of the Employment Agreement, subject to and in accordance with the terms thereof.

2. Release of Claims. Executive agrees that, other than with respect to the Retained Claims, the foregoing consideration represents settlement in full of all outstanding obligations owed to Executive by the Company, Parent, any of their direct or indirect subsidiaries and affiliates, and any of their current and former officers, directors, equity holders, managers, employees, agents, investors, attorneys, shareholders, administrators, affiliates, benefit plans, plan administrators, insurers, trustees, divisions, and subsidiaries and predecessor and successor corporations and assigns (collectively, the "Releasees"). Executive, on Executive's own behalf and on behalf of any of Executive's affiliated companies or entities and any of their respective

heirs, family members, executors, agents, and assigns, other than with respect to the Retained Claims, hereby and forever releases the Releasees from, and agrees not to sue concerning, or in any manner to institute, prosecute, or pursue, any claim, complaint, charge, duty, obligation, or cause of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that Executive may possess against any of the Releasees arising from any omissions, acts, facts, or damages that have occurred up until and including the date Executive signs this Agreement, including, without limitation:

(a) any and all claims relating to or arising from Executive's employment or service relationship with the Company or any of its direct or indirect subsidiaries or affiliates and the termination of that relationship;

(b) any and all claims relating to, or arising from, Executive's right to purchase, or actual purchase of any shares of stock or other equity interests of Parent or any of its affiliates, including, without limitation, any claims for fraud, misrepresentation, breach of fiduciary duty, breach of duty under applicable state corporate law, and securities fraud under any state or federal law;

(c) any and all claims for wrongful discharge of employment; termination in violation of public policy; discrimination; harassment; retaliation; breach of contract, both express and implied; breach of covenant of good faith and fair dealing, both express and implied; promissory estoppel; negligent or intentional infliction of emotional distress; fraud; negligent or intentional misrepresentation; negligent or intentional interference with contract or prospective economic advantage; unfair business practices; defamation; libel; slander; negligence; personal injury; assault; battery; invasion of privacy; false imprisonment; conversion; and disability benefits;

(d) any and all claims for violation of any federal, state, or municipal statute, including, but not limited to, Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Equal Pay Act; the Fair Credit Reporting Act; the Age Discrimination in Employment Act of 1967; the Older Workers Benefit Protection Act; the Employee Retirement Income Security Act of 1974; the Worker Adjustment and Retraining Notification Act; the Family and Medical Leave Act; and the Sarbanes-Oxley Act of 2002;

(e) any and all claims for violation of the federal or any state constitution;

(f) any and all claims arising out of any other laws and regulations relating to employment or employment discrimination;

(g) any claim for any loss, cost, damage, or expense arising out of any dispute over the non-withholding or other tax treatment of any of the proceeds received by Executive as a result of this Agreement;

(h) any and all claims arising out of the wage and hour and wage payments laws and regulations of the state or states in which Executive has provided service to the Company, Parent or any of their affiliates (including without limitation the Massachusetts Payment of Wages Law); and

(i) any and all claims for attorneys' fees and costs.

Executive agrees that the release set forth in this section shall be and remain in effect in all respects as a complete general release as to the matters released. This release does not release claims that cannot be released as a matter of law, including, but not limited to, Executive's right to report possible violations of federal law or regulation to any governmental agency or entity in accordance with the provisions of and rules promulgated under Section 21F of the Securities Exchange Act of 1934 or Section 806 of the Sarbanes-Oxley Act of 2002, or any other whistleblower protection provisions of state or federal law or regulation, Executive's right to file a charge with or participate in a charge by the Equal Employment Opportunity Commission, or any other local, state, or federal administrative body or government agency that is authorized to enforce or administer laws related to employment, against the Company (with the understanding that Executive's release of claims herein bars Executive from recovering such monetary relief from the Company or any Releasee), claims for unemployment compensation or any state disability insurance benefits pursuant to the terms of applicable state law, claims to continued participation in certain of the Company's group benefit plans pursuant to the terms and conditions of COBRA, claims to any benefit entitlements vested as the date of separation of Executive's employment, pursuant to written terms of any employee benefit plan of the Company or its affiliates and Executive's right under applicable law and any Retained Claims. This release further does not release claims for breach of Section 3(c), Section 4(b) or Section 4(c) of the Employment Agreement.

3. Acknowledgment of Waiver of Claims under ADEA. Executive understands and acknowledges that Executive is waiving and releasing any rights Executive may have under the Age Discrimination in Employment Act of 1967 ("ADEA"), and that this waiver and release is knowing and voluntary. Executive understands and agrees that this waiver and release does not apply to any rights or claims that may arise under the ADEA after the date Executive signs this Agreement. Executive understands and acknowledges that the consideration given for this waiver and release is in addition to anything of value to which Executive was already entitled. Executive further understands and acknowledges that Executive has been advised by this writing that: (a) Executive should consult with an attorney prior to executing this Agreement; (b) Executive has 21 days within which to consider this Agreement, and the parties agree that such time period to review this Agreement shall not be extended upon any material or immaterial changes to this Agreement; (c) Executive has 7 days following Executive's execution of this Agreement to revoke this Agreement pursuant to written notice to the General Counsel of the Company; (d) this Agreement shall not be effective until after the revocation period has expired; and (e) nothing in this Agreement prevents or precludes Executive from challenging or seeking a determination in good faith of the validity of this waiver under the ADEA, nor does it impose any condition precedent, penalties, or costs for doing so, unless specifically authorized by federal law. In the event Executive signs this Agreement and returns it to the Company in less than the 21 day period identified above, Executive hereby acknowledges that Executive has freely and voluntarily chosen to waive the time period allotted for considering this Agreement.

4. Restrictive Covenants.

(a) Executive acknowledges and agrees that the restrictive covenants and other post-termination obligations set forth in the Proprietary Information Agreement, including without limitation Executive's obligations relating to confidentiality, non-use and non-disclosure of Proprietary Information (as defined in the Proprietary Information Agreement), non- solicitation, non-disparagement, cooperation, and return of property, are hereby incorporated by reference and shall remain in full force and effect pursuant to their terms to the maximum extent permitted by applicable law, except that the parties expressly agree to modify the Proprietary Information Agreement by removing Section 4 of the Proprietary Information Agreement, including each subpart thereto, which section shall be of no further force or effect upon the Effective Date (as defined below). Executive represents and warrants that Executive has complied with all provisions of the Proprietary Information Agreement at all times through the Effective Date.

(b) In consideration for the severance payments and benefits set forth in Section 1 of this Agreement, Executive agrees for a period of 12 months after the Effective Date (the "Noncompetition Restricted Period") to not, directly or indirectly, on Executive's own behalf or for the benefit of any other individual or entity: (i) operate, conduct, engage in, or own (except as a holder of not more than 1% of the outstanding stock of a publicly held company), or prepare to operate, conduct, engage in, or own any business or enterprise that develops, manufactures, markets, licenses, sells or otherwise provides, or is preparing to develop, manufacture, market, license, sell or otherwise provide, any product or service that competes with any product or service developed, manufactured, marketed, licensed, sold or otherwise provided, or planned to be developed, manufactured, marketed, licensed, sold or otherwise provided by the Company while Executive was employed by the Company (a "Competing Business") or (ii) participate in, render services to, or assist any individual or entity that engages in a Competing Business in any capacity (whether as an employee, manager, consultant, director, officer, contractor, or otherwise) (A) which involve the same or similar types of services Executive performed for the Company at any time during the last two years of Executive's employment or engagement with the Company or (B) in which Executive could reasonably be expected to use or disclose Proprietary Information, in each case (i) and (ii) limited to each city, county, state, territory and country in which (x) Executive provided services or had a material presence or influence at any time during Executive's last two years of employment or engagement with the Company or (y) the Company is engaged in or has plans to engage in the Competing Business as of the Effective Date. Without limiting the Company's ability to seek other remedies available in law or equity, if Executive violates this Section 4(b), the Noncompetition Restricted Period shall be extended by one day for each day that Executive is in violation of such provisions, up to a maximum extension equal to the length of the Noncompetition Restricted Period, so as to give the Company the full benefit of the bargained- for length of forbearance.

(c) Executive's continued compliance with the terms of the Proprietary Information Agreement (as modified in Section 4(a) above) and the noncompetition obligations set forth in Section 4(b) above (collectively, the "Restrictive Covenants") is a material condition to receipt of the severance payments and benefits set forth in Section 1 of this Agreement. In the event Executive breaches any part of such Restrictive Covenants, then, in addition to any remedies and enforcement mechanisms set forth in the Proprietary Information Agreement, the Employment Agreement and this Agreement, and any other remedies available to the Company (including equitable and injunctive remedies), Executive shall forfeit any additional consideration owing and shall be obligated to promptly return to the Company or Parent (within two (2) business days of any breach) the full gross amount of all severance payments and benefits provided.

(d) If any provision of the Restrictive Covenants shall be determined to be unenforceable by any court of competent jurisdiction or arbitrator by reason of its extending for too great a period of time or over too large a geographic area or over too great a range of activities, it shall be interpreted to extend only over the maximum period of time, geographic area or range of activities as to which it may be enforceable.

5. Severability. In the event that any provision or any portion of any provision hereof or any surviving agreement made a part hereof becomes or is declared by a court of competent jurisdiction or arbitrator to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision or portion of provision.

6. No Oral Modification. This Agreement may only be amended in a writing signed by Executive and a duly authorized officer of the Company.

7. Governing Law; Dispute Resolution. This Agreement shall be subject to the provisions of Sections 9(a), 9(c) and 9(i) of the Employment Agreement.

8. Effective Date. If Executive has attained or is over the age of 40 as of the date of Executive's termination of employment, then each Party has seven days after that Party signs this Agreement to revoke it and this Agreement will become effective on the eighth day after Executive signed this Agreement, so long as it has been signed by the Parties and has not been revoked by either Party before that date (the "Effective Date"). If Executive has not attained the age of 40 as of the date of Executive's termination of employment, then the "Effective Date" shall be the date on which Executive signs this Agreement. For the avoidance of doubt, if Executive revokes this Agreement as provided herein, the Parties' modification to the Proprietary Information Agreement set forth in Section 4(a) above shall be void and of no effect. Unless the Company has elected or elects to expressly waive Executive's noncompetition obligations set forth in Section 4(a) of the Proprietary Information Agreement as provided in Section 10(c) of the Proprietary Information Agreement, the Proprietary Information Agreement, including without limitation Section 4 of the Proprietary Information Agreement, shall remain in full force and effect.

9. Voluntary Execution of Agreement. Executive understands and agrees that Executive executed this Agreement voluntarily, without any duress or undue influence on the part or behalf of the Company or any third party, with the full intent of releasing all of Executive's claims against the Company and any of the other Releasees. Executive acknowledges that: (a) Executive has read this Agreement; (b) Executive has not relied upon any representations or statements made by the Company that are not specifically set forth in this Agreement; (c) Executive has been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of Executive's own choice or has elected not to retain legal counsel; (d) Executive understands the terms and consequences of this Agreement and of the releases it contains; and (e) Executive is fully aware of the legal and binding effect of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

	EXECUTIVE
Dated: ______________________	______________________ F. Zohren
	COMPANY
Dated: ______________________	By: ______________________ Sven (Bill) Lundberg President, Chief Executive Officer

[*Signature Page to Separation Agreement and Release*]

Exhibit 10.2

Separation Agreement and Release

This Separation Agreement and Release ("Agreement") is made by and between H. Liu ("Executive") and Merus US, Inc. (the "Company") (collectively referred to as the "Parties" or individually referred to as a "Party"). Capitalized terms used but not defined in this Agreement shall have the meanings set forth in the Employment Agreement (as defined below).

WHEREAS, the Parties have previously entered into that certain Employment Agreement, dated as of February 24, 2023 (the "Employment Agreement") and that certain Employee Proprietary Information and Inventions Assignment Agreement (the "Proprietary Information Agreement"); and

WHEREAS, in connection with Executive's termination of employment with the Company or a subsidiary or affiliate of the Company effective July 1, 2024 ("Separation Date"), the Parties wish to resolve any and all disputes, claims, complaints, grievances, charges, actions, petitions, and demands that Executive may have against the Company and any of the Releasees as defined below, including, but not limited to, any and all claims arising out of or in any way related to Executive's employment with or separation from the Company or its subsidiaries or affiliates but, for the avoidance of doubt, nothing herein will be deemed to release any rights or remedies in connection with Executive's ownership of vested equity securities of the Company or one of its affiliates (including Merus N.V. ("Parent")), or Executive's right to indemnification by the Company or any of its affiliates pursuant to contract or applicable law (collectively, the "Retained Claims").

NOW, THEREFORE, in consideration of the severance payments and benefits described in Section 4 of the Employment Agreement, which, pursuant to the Employment Agreement, are conditioned on Executive's execution and non-revocation of this Agreement, and in consideration of the mutual promises made herein, the Company and Executive hereby agree as follows:

1. Severance Payments; Salary and Benefits. The Company agrees to provide Executive with: (i) the severance payments and benefits described in Section 4(b) of the Employment Agreement, payable at the times set forth in, and subject to the terms and conditions of, the Employment Agreement; (ii) in addition, to the extent not already paid, and subject to the terms and conditions of the Employment Agreement, the Company shall pay or provide to Executive all other payments or benefits described in Section 3(c) of the Employment Agreement, subject to and in accordance with the terms thereof; (iii) the Company agrees to accelerate vesting of 3,000 restricted stock units on July 1, 2024 granted pursuant to the resolution of the board of directors on October 10, 2023; (iv) the Company shall pay $17,500 within sixty (60) days of the Separation Date; and (v) Mr. Liu's the post-termination exercise period of Mr. Liu's options to purchase common shares of the Company granted to him under the 2016 Incentive Award Plan and vested as of July 1, 2024 shall expire on December 31, 2024, subject to earlier termination in the event of a corporate transaction as provided in the 2016 Incentive Award Plan. Each of (i-v) are subject to Mr. Liu's continued compliance with the terms and conditions of this Agreement and the Proprietary Information Agreement.

2. Release of Claims. Executive agrees that, other than with respect to the Retained Claims, the foregoing consideration represents settlement in full of all outstanding obligations owed to Executive by the Company, Parent, any of their direct or indirect subsidiaries and affiliates, and any of their current and former officers, directors, equity holders, managers, employees, agents, investors, attorneys, shareholders, administrators, affiliates, benefit plans, plan administrators, insurers, trustees, divisions, and subsidiaries and predecessor and successor corporations and assigns (collectively, the "Releasees"). Executive, on Executive's own behalf and on behalf of any of Executive's affiliated companies or entities and any of their respective heirs, family members, executors, agents, and assigns, other than with respect to the Retained Claims, hereby and forever releases the Releasees from, and agrees not to sue concerning, or in any manner to institute, prosecute, or pursue, any claim, complaint, charge, duty, obligation, or cause of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that Executive may possess against any of the Releasees arising from any omissions, acts, facts, or damages that have occurred up until and including the date Executive signs this Agreement, including, without limitation:

(a) any and all claims relating to or arising from Executive's employment or service relationship with the Company or any of its direct or indirect subsidiaries or affiliates and the termination of that relationship;

(b) any and all claims relating to, or arising from, Executive's right to purchase, or actual purchase of any shares of stock or other equity interests of Parent or any of its affiliates, including, without limitation, any claims for fraud, misrepresentation, breach of fiduciary duty, breach of duty under applicable state corporate law, and securities fraud under any state or federal law;

(c) any and all claims for wrongful discharge of employment; termination in violation of public policy; discrimination; harassment; retaliation; breach of contract, both express and implied; breach of covenant of good faith and fair dealing, both express and implied; promissory estoppel; negligent or intentional infliction of emotional distress; fraud; negligent or intentional misrepresentation; negligent or intentional interference with contract or prospective economic advantage; unfair business practices; defamation; libel; slander; negligence; personal injury; assault; battery; invasion of privacy; false imprisonment; conversion; and disability benefits;

(d) any and all claims for violation of any federal, state, or municipal statute, including, but not limited to, Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Equal Pay Act; the Fair Credit Reporting Act; the Age Discrimination in Employment Act of 1967; the Older Workers Benefit Protection Act; the Employee Retirement Income Security Act of 1974; the Worker Adjustment and Retraining Notification Act; the Family and Medical Leave Act; and the Sarbanes-Oxley Act of 2002;

(e) any and all claims for violation of the federal or any state constitution;

(f) any and all claims arising out of any other laws and regulations relating to employment or employment discrimination;

(g) any claim for any loss, cost, damage, or expense arising out of any dispute over the non-withholding or other tax treatment of any of the proceeds received by Executive as a result of this Agreement;

(i) any and all claims arising out of the wage and hour and wage payments laws and regulations of the state or states in which Executive has provided service to the Company, Parent or any of their affiliates (including without limitation the Massachusetts Payment of Wages Law); and

(h) any and all claims for attorneys' fees and costs.

Executive agrees that the release set forth in this section shall be and remain in effect in all respects as a complete general release as to the matters released. This release does not release claims that cannot be released as a matter of law, including, but not limited to, Executive's right to report possible violations of federal law or regulation to any governmental agency or entity in accordance with the provisions of and rules promulgated under Section 21F of the Securities Exchange Act of 1934 or Section 806 of the Sarbanes-Oxley Act of 2002, or any other whistleblower protection provisions of state or federal law or regulation, Executive's right to file a charge with or participate in a charge by the Equal Employment Opportunity Commission, or any other local, state, or federal administrative body or government agency that is authorized to enforce or administer laws related to employment, against the Company (with the understanding that Executive's release of claims herein bars Executive from recovering such monetary relief from the Company or any Releasee), claims for unemployment compensation or any state disability insurance benefits pursuant to the terms of applicable state law, claims to continued participation in certain of the Company's group benefit plans pursuant to the terms and conditions of COBRA, claims to any benefit entitlements vested as the date of separation of Executive's employment, pursuant to written terms of any employee benefit plan of the Company or its affiliates and Executive's right under applicable law and any Retained Claims. This release further does not release claims for breach of Section 3(c), Section 4(b) or Section 4(c) of the Employment Agreement.

3. Acknowledgment of Waiver of Claims under ADEA. Executive understands and acknowledges that Executive is waiving and releasing any rights Executive may have under the Age Discrimination in Employment Act of 1967 ("ADEA"), and that this waiver and release is knowing and voluntary. Executive understands and agrees that this waiver and release does not apply to any rights or claims that may arise under the ADEA after the date Executive signs this Agreement. Executive understands and acknowledges that the consideration given for this waiver and release is in addition to anything of value to which Executive was already entitled. Executive further understands and acknowledges that Executive has been advised by this writing that: (a) Executive should consult with an attorney prior to executing this Agreement; (b) Executive has 21 days within which to consider this Agreement, and the parties agree that such time period to review this Agreement shall not be extended upon any material or immaterial changes to this Agreement; (c) Executive has 7 days following Executive's execution of this Agreement to revoke this Agreement pursuant to written notice to the General Counsel of the Company; (d) this Agreement shall not be effective until after the revocation period has expired; and (e) nothing in this Agreement prevents or precludes Executive from challenging or seeking a determination in good faith of the validity of this waiver under the ADEA, nor does it impose any condition precedent, penalties, or costs for doing so, unless specifically authorized by federal law. In the event Executive signs this Agreement and returns it to the Company in less than the 21 day period identified above, Executive hereby acknowledges that Executive has freely and voluntarily chosen to waive the time period allotted for considering this Agreement.

4. Restrictive Covenants.

(a) Executive acknowledges and agrees that the restrictive covenants and other post-termination obligations set forth in the Proprietary Information Agreement, including without limitation Executive's obligations relating to confidentiality, non-use and non-disclosure of Proprietary Information (as defined in the Proprietary Information Agreement), non-solicitation, non-disparagement, cooperation, and return of property, are hereby incorporated by reference and shall remain in full force and effect pursuant to their terms to the maximum extent permitted by applicable law, except that the parties expressly agree to modify the Proprietary Information Agreement by removing Section 4 of the Proprietary Information Agreement, including each subpart thereto, which section shall be of no further force or effect upon the Effective Date (as defined below). Executive represents and warrants that Executive has complied with all provisions of the Proprietary Information Agreement at all times through the Effective Date.

(b) In consideration for the severance payments and benefits set forth in Section 1 of this Agreement, Executive agrees for a period of 12 months after the Effective Date (the "Noncompetition Restricted Period") to not, directly or indirectly, on Executive's own behalf or for the benefit of any other individual or entity: (i) operate, conduct, engage in, or own (except as a holder of not more than 1% of the outstanding stock of a publicly held company), or prepare to operate, conduct, engage in, or own any business or enterprise that develops, manufactures, markets, licenses, sells or otherwise provides, or is preparing to develop, manufacture, market, license, sell or otherwise provide, any product or service that competes with any product or service developed, manufactured, marketed, licensed, sold or otherwise provided, or planned to be developed, manufactured, marketed, licensed, sold or otherwise provided by the Company while Executive was employed by the Company (a "Competing Business") or (ii) participate in, render services to, or assist any individual or entity that engages in a Competing Business in any capacity (whether as an employee, manager, consultant, director, officer, contractor, or otherwise) (A) which involve the same or similar types of services Executive performed for the Company at any time during the last two years of Executive's employment or engagement with the Company or (B) in which Executive could reasonably be expected to use or disclose Proprietary Information, in each case (i) and (ii) limited to each city, county, state, territory and country in which (x) Executive provided services or had a material presence or influence at any time during Executive's last two years of employment or engagement with the Company or (y) the Company is engaged in or has plans to engage in the Competing Business as of the Effective Date. Without limiting the Company's ability to seek other remedies available in law or equity, if Executive violates this Section 4(b), the Noncompetition Restricted Period shall be extended by one day for each day that Executive is in violation of such provisions, up to a maximum extension equal to the length of the Noncompetition Restricted Period, so as to give the Company the full benefit of the bargained-for length of forbearance.

(c) Executive's continued compliance with the terms of the Proprietary Information Agreement (as modified in Section 4(a) above) and the noncompetition obligations set forth in Section 4(b) above (collectively, the "Restrictive Covenants") is a material condition to receipt of the severance payments and benefits set forth in Section 1 of this Agreement. In the event Executive breaches any part of such Restrictive Covenants, then, in addition to any remedies and enforcement mechanisms set forth in the Proprietary Information Agreement, the Employment Agreement and this Agreement, and any other remedies available to the Company (including equitable and injunctive remedies), Executive shall forfeit any additional consideration owing and shall be obligated to promptly return to the Company or Parent (within two (2) business days of any breach) the full gross amount of all severance payments and benefits provided.

(d) If any provision of the Restrictive Covenants shall be determined to be unenforceable by any court of competent jurisdiction or arbitrator by reason of its extending for too great a period of time or over too large a geographic area or over too great a range of activities, it shall be interpreted to extend only over the maximum period of time, geographic area or range of activities as to which it may be enforceable.

5. Professional Fees. The Company will reimburse Executive for up to $10,000 in reasonable professional fees incurred by Executive in connection with the negotiation and documentation of this Agreement and any related agreements, subject to provision to the Company of invoices setting forth documentation of professional services rendered and fees incurred.

6. Severability. In the event that any provision or any portion of any provision hereof or any surviving agreement made a part hereof becomes or is declared by a court of competent jurisdiction or arbitrator to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision or portion of provision.

7. No Oral Modification. This Agreement may only be amended in a writing signed by Executive and a duly authorized officer of the Company.

8. Governing Law; Dispute Resolution. This Agreement shall be subject to the provisions of Sections 9(a), 9(c) and 9(i) of the Employment Agreement.

9. Effective Date. If Executive has attained or is over the age of 40 as of the date of Executive's termination of employment, then each Party has seven days after that Party signs this Agreement to revoke it and this Agreement will become effective on the eighth day after Executive signed this Agreement, so long as it has been signed by the Parties and has not been revoked by either Party before that date (the "Effective Date"). If Executive has not attained the age of 40 as of the date of Executive's termination of employment, then the "Effective Date" shall be the date on which Executive signs this Agreement. For the avoidance of doubt, if Executive revokes this Agreement as provided herein, the Parties' modification to the Proprietary Information Agreement set forth in Section 4(a) above shall be void and of no effect. Unless the Company has elected or elects to expressly waive Executive's noncompetition obligations set forth in Section 4(a) of the Proprietary Information Agreement as provided in Section 10(c) of the Proprietary Information Agreement, the Proprietary Information Agreement, including without limitation Section 4 of the Proprietary Information Agreement, shall remain in full force and effect.

10. Voluntary Execution of Agreement. Executive understands and agrees that Executive executed this Agreement voluntarily, without any duress or undue influence on the part or behalf of the Company or any third party, with the full intent of releasing all of Executive's claims against the Company and any of the other Releasees. Executive acknowledges that: (a) Executive has read this Agreement; (b) Executive has not relied upon any representations or statements made by the Company that are not specifically set forth in this Agreement; (c) Executive has been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of Executive's own choice or has elected not to retain legal counsel; (d) Executive understands the terms and consequences of this Agreement and of the releases it contains; and (e) Executive is fully aware of the legal and binding effect of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

EXECUTIVE

Dated: June 30, 2024

/s/ Hui Liu
H. Liu

COMPANY

Dated: June 30, 2024

By: /s/ Sven (Bill) Ante Lundberg
Name: A.S. Lundberg
Title: CEO

Exhibit 10.3

Separation Agreement and Release

This Separation Agreement and Release ("Agreement") is made by and between A. Joe ("Executive") and Merus US, Inc. (the "Company") (collectively referred to as the "Parties" or individually referred to as a "Party"). Capitalized terms used but not defined in this Agreement shall have the meanings set forth in the Employment Agreement (as defined below).

WHEREAS, the Parties have previously entered into that certain Employment Agreement, dated as of July 2, 2020 (the "Employment Agreement") and that certain Employee Proprietary Information and Inventions Assignment Agreement (the "Proprietary Information Agreement"); and

WHEREAS, in connection with Executive's separation from employment with the Company or a subsidiary or affiliate of the Company effective July 1, 2024 ("Separation Date"), the Parties wish to resolve any and all disputes, claims, complaints, grievances, charges, actions, petitions, and demands that Executive may have against the Company and any of the Releasees as defined below, including, but not limited to, any and all claims arising out of or in any way related to Executive's employment with or separation from the Company or its subsidiaries or affiliates but, for the avoidance of doubt, nothing herein will be deemed to release any rights or remedies in connection with Executive's ownership of vested equity securities of the Company or one of its affiliates (including Merus N.V. ("Parent")), or Executive's right to indemnification by the Company or any of its affiliates pursuant to contract or applicable law (collectively, the "Retained Claims").

NOW, THEREFORE, in consideration of the severance payments and benefits described in Section 4 of the Employment Agreement, which, pursuant to the Employment Agreement, are conditioned on Executive's execution and non-revocation of this Agreement, and in consideration of the mutual promises made herein, the Company and Executive hereby agree as follows:

1. Severance Payments; Salary and Benefits. The Company agrees to provide Executive with: (i) the severance payments and benefits described in Section 4(b) of the Employment Agreement, payable at the times set forth in, and subject to the terms and conditions of, the Employment Agreement; (ii) in addition, to the extent not already paid, and subject to the terms and conditions of the Employment Agreement, the Company shall pay or provide to Executive all other payments or benefits described in Section 3(c) of the Employment Agreement, subject to and in accordance with the terms thereof; (iii) the post-termination exercise period of Executive's options to purchase common shares of the Company granted to him under the 2016 Incentive Award Plan and vested as of July 1, 2024 shall expire three months from the expiration or termination of the Consulting Agreement executed between the Parties having an effective date of July 1, 2024, subject to earlier termination in the event of a corporate transaction as provided in the 2016 Incentive Award Plan. Each of (i-iii) are subject to Executive's continued compliance with the terms and conditions of this Agreement, and the Proprietary Information Agreement.

2. Release of Claims. Executive agrees that, other than with respect to the Retained Claims, the foregoing consideration represents settlement in full of all outstanding obligations owed to Executive by the Company, Parent, any of their direct or indirect subsidiaries and affiliates, and any of their current and former officers, directors, equity holders, managers, employees, agents, investors, attorneys, shareholders, administrators, affiliates, benefit plans, plan administrators, insurers, trustees, divisions, and subsidiaries and predecessor and successor corporations and assigns (collectively, the "Releasees"). Executive, on Executive's own behalf and on behalf of any of Executive's affiliated companies or entities and any of their respective heirs, family members, executors, agents, and assigns, other than with respect to the Retained Claims, hereby and forever releases the Releasees from, and agrees not to sue concerning, or in any manner to institute, prosecute, or pursue, any claim, complaint, charge, duty, obligation, or cause of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that Executive may possess against any of the Releasees arising from any omissions, acts, facts, or damages that have occurred up until and including the date Executive signs this Agreement, including, without limitation:

(a) any and all claims relating to or arising from Executive's employment or service relationship with the Company or any of its direct or indirect subsidiaries or affiliates and the termination of that relationship;

(b) any and all claims relating to, or arising from, Executive's right to purchase, or actual purchase of any shares of stock or other equity interests of Parent or any of its affiliates, including, without limitation, any claims for fraud, misrepresentation, breach of fiduciary duty, breach of duty under applicable state corporate law, and securities fraud under any state or federal law;

(c) any and all claims for wrongful discharge of employment; termination in violation of public policy; discrimination; harassment; retaliation; breach of contract, both express and implied; breach of covenant of good faith and fair dealing, both express and implied; promissory estoppel; negligent or intentional infliction of emotional distress; fraud; negligent or intentional misrepresentation; negligent or intentional interference with contract or prospective economic advantage; unfair business practices; defamation; libel; slander; negligence; personal injury; assault; battery; invasion of privacy; false imprisonment; conversion; and disability benefits;

(d) any and all claims for violation of any federal, state, or municipal statute, including, but not limited to, Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Equal Pay Act; the Fair Credit Reporting Act; the Age Discrimination in Employment Act of 1967; the Older Workers Benefit Protection Act; the Employee Retirement Income Security Act of 1974; the Worker Adjustment and Retraining Notification Act; the Family and Medical Leave Act; and the Sarbanes-Oxley Act of 2002;

(e) any and all claims for violation of the federal or any state constitution;

(f) any and all claims arising out of any other laws and regulations relating to employment or employment discrimination;

(g) any claim for any loss, cost, damage, or expense arising out of any dispute over the non-withholding or other tax treatment of any of the proceeds received by Executive as a result of this Agreement;

(h) any and all claims arising out of the wage and hour and wage payments laws and regulations of the state or states in which Executive has provided service to the Company, Parent or any of their affiliates (including without limitation the Massachusetts Payment of Wages Law); and

(i) any and all claims for attorneys' fees and costs.

Executive agrees that the release set forth in this section shall be and remain in effect in all respects as a complete general release as to the matters released. This release does not release claims that cannot be released as a matter of law, including, but not limited to, Executive's right to report possible violations of federal law or regulation to any governmental agency or entity in accordance with the provisions of and rules promulgated under Section 21F of the Securities Exchange Act of 1934 or Section 806 of the Sarbanes-Oxley Act of 2002, or any other whistleblower protection provisions of state or federal law or regulation, Executive's right to file a charge with or participate in a charge by the Equal Employment Opportunity Commission, or any other local, state, or federal administrative body or government agency that is authorized to enforce or administer laws related to employment, against the Company (with the understanding that Executive's release of claims herein bars Executive from recovering such monetary relief from the Company or any Releasee), claims for unemployment compensation or any state disability insurance benefits pursuant to the terms of applicable state law, claims to continued participation in certain of the Company's group benefit plans pursuant to the terms and conditions of COBRA, claims to any benefit entitlements vested as the date of separation of Executive's employment, pursuant to written terms of any employee benefit plan of the Company or its affiliates and Executive's right under applicable law and any Retained Claims. This release further does not release claims for breach of Section 3(c), Section 4(b) or Section 4(c) of the Employment Agreement.

The Company hereby and forever releases Executive from, and agrees not to sue concerning, or in any manner to institute, prosecute, or pursue, any claim, complaint, charge, duty, obligation, or cause of action relating to any matters of any kind, presently known, that the Company may possess against Executive arising from any omissions, acts, facts, or damages that have occurred up until and including the date the Company signs this Agreement,

3. Acknowledgment of Waiver of Claims under ADEA. Executive understands and acknowledges that Executive is waiving and releasing any rights Executive may have under the Age Discrimination in Employment Act of 1967 ("ADEA"), and that this waiver and release is knowing and voluntary. Executive understands and agrees that this waiver and release does not apply to any rights or claims that may arise under the ADEA after the date Executive signs this Agreement. Executive understands and acknowledges that the consideration given for this waiver and release is in addition to anything of value to which Executive was already entitled. Executive further understands and acknowledges that Executive has been advised by this writing that: (a) Executive should consult with an attorney prior to executing this Agreement; (b) Executive has 21 days within which to consider this Agreement, and the parties agree that such time period to review this Agreement shall not be extended upon any material or immaterial changes to this Agreement; (c) Executive has 7 days following Executive's execution of this Agreement to revoke this Agreement pursuant to written notice to the General Counsel of the Company; (d) this Agreement shall not be effective until after the revocation period has expired;

and (e) nothing in this Agreement prevents or precludes Executive from challenging or seeking a determination in good faith of the validity of this waiver under the ADEA, nor does it impose any condition precedent, penalties, or costs for doing so, unless specifically authorized by federal law. In the event Executive signs this Agreement and returns it to the Company in less than the 21 day period identified above, Executive hereby acknowledges that Executive has freely and voluntarily chosen to waive the time period allotted for considering this Agreement.

4. Restrictive Covenants.

(a) Executive acknowledges and agrees that the restrictive covenants and other post-termination obligations set forth in the Proprietary Information Agreement, including without limitation Executive's obligations relating to confidentiality, non-use and non-disclosure of Proprietary Information (as defined in the Proprietary Information Agreement), non-solicitation, non-disparagement, cooperation, and return of property, are hereby incorporated by reference and shall remain in full force and effect pursuant to their terms to the maximum extent permitted by applicable law, except that the parties expressly agree to modify the Proprietary Information Agreement by removing Section 4 of the Proprietary Information Agreement, including each subpart thereto, which section shall be of no further force or effect upon the Effective Date (as defined below). Executive represents and warrants that Executive has complied with all provisions of the Proprietary Information Agreement at all times through the Effective Date.

(b) In consideration for the severance payments and benefits set forth in Section 1 of this Agreement, Executive agrees for the period beginning on July 1, 2024 and ending on the later of (i) the date 12 months thereafter, and (ii) the date Executive is no longer providing consulting services to the Company or any of its affiliates (the "Noncompetition Restricted Period") to not, directly or indirectly, on Executive's own behalf or for the benefit of any other individual or entity: (i) operate, conduct, engage in, or own (except as a holder of not more than 1% of the outstanding stock of a publicly held company), or prepare to operate, conduct, engage in, or own any business or enterprise that develops, manufactures, markets, licenses, sells or otherwise provides, or is preparing to develop, manufacture, market, license, sell or otherwise provide, any product or service that competes with any product or service developed, manufactured, marketed, licensed, sold or otherwise provided, or planned to be developed, manufactured, marketed, licensed, sold or otherwise provided by the Company while Executive was employed by the Company (a "Competing Business") or (ii) participate in, render services to, or assist any individual or entity that engages in a Competing Business in any capacity (whether as an employee, manager, consultant, director, officer, contractor, or otherwise) (A) which involve the same or similar types of services Executive performed for the Company at any time during the last two years of Executive's employment or engagement with the Company or (B) in which Executive could reasonably be expected to use or disclose Proprietary Information, in each case (i) and (ii) limited to each city, county, state, territory and country in which (x) Executive provided services or had a material presence or influence at any time during Executive's last two years of employment or engagement with the Company or (y) the Company is engaged in or has plans to engage in the Competing Business as of the Effective Date. Without limiting the Company's ability to seek other remedies available in law or equity, if Executive violates this Section 4(b), the Noncompetition Restricted Period shall be extended by one day for each day that Executive is in violation of such provisions, up to a maximum extension equal to the length of the Noncompetition Restricted Period, so as to give the Company the full benefit of the bargained-for length of forbearance.

(c) Executive's continued compliance with the terms of the Proprietary Information Agreement (as modified in Section 4(a) above) and the noncompetition obligations set forth in Section 4(b) above (collectively, the "Restrictive Covenants") is a material condition to receipt of the severance payments and benefits set forth in Section 1 of this Agreement. In the event Executive breaches any part of such Restrictive Covenants, then, in addition to any remedies and enforcement mechanisms set forth in the Proprietary Information Agreement, the Employment Agreement and this Agreement, and any other remedies available to the Company (including equitable and injunctive remedies), Executive shall forfeit any additional consideration owing and shall be obligated to promptly return to the Company or Parent (within two (2) business days of any breach) the full gross amount of all severance payments and benefits provided.

(d) If any provision of the Restrictive Covenants shall be determined to be unenforceable by any court of competent jurisdiction or arbitrator by reason of its extending for too great a period of time or over too large a geographic area or over too great a range of activities, it shall be interpreted to extend only over the maximum period of time, geographic area or range of activities as to which it may be enforceable.

5. Non-Disparagement. Each Party will refrain from Disparaging (as defined below) the other Party. Nothing in this section shall preclude any Party from making truthful statements that are reasonably necessary to comply with the applicable law, regulation or legal process, or to defend or enforce any Party's right under this Agreement, the Employment Agreement and/or any agreements evidencing equity awards issued by the Company. For purposes of this Agreement, "Disparaging" means remarks, comments or statements, whether written or oral, that impugn the character, integrity, reputation or abilities of a Party.

6. Severability. In the event that any provision or any portion of any provision hereof or any surviving agreement made a part hereof becomes or is declared by a court of competent jurisdiction or arbitrator to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision or portion of provision.

7. No Oral Modification. This Agreement may only be amended in a writing signed by Executive and a duly authorized officer of the Company.

8. Governing Law; Dispute Resolution. This Agreement shall be subject to the provisions of Sections 9(a), 9(c) and 9(i) of the Employment Agreement.

9. Effective Date. If Executive has attained or is over the age of 40 as of the date of Executive's termination of employment, then Executive has seven days after Executive signs this Agreement to revoke it and this Agreement will become effective on the eighth day after Executive signed this Agreement, so long as it has been signed by the Parties and has not been revoked by Executive before that date (the "Effective Date"). If Executive has not attained the age of 40 as of the date of Executive's termination of employment, then the "Effective Date" shall be the date on which Executive signs this Agreement. For the avoidance of doubt, if Executive revokes this Agreement as provided herein, the Parties' modification to the Proprietary Information Agreement set forth in Section 4(a) above shall be void and of no effect.

10. Voluntary Execution of Agreement. Executive understands and agrees that Executive executed this Agreement voluntarily, without any duress or undue influence on the part or behalf of the Company or any third party, with the full intent of releasing all of Executive's claims against the Company and any of the other Releasees. Executive acknowledges that: (a) Executive has read this Agreement; (b) Executive has not relied upon any representations or statements made by the Company that are not specifically set forth in this Agreement; (c) Executive has been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of Executive's own choice or has elected not to retain legal counsel; (d) Executive understands the terms and consequences of this Agreement and of the releases it contains; and (e) Executive is fully aware of the legal and binding effect of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

EXECUTIVE

Dated: June 30, 2024

/s/ Andrew Joe

A. Joe

COMPANY

Dated: June 30, 2024

By: /s/ Sven (Bill) Ante Lundberg

Name: A.S. Lundberg

Title: CEO

Merus N.V.
Uppsalalaan 17
3rd and 4th floor
3584 CT Utrecht
The Netherlands
www.merus.nl

KvK Utrecht 30.189.136
BTW NL8122.47.413.B01

Execution Copy

CONSULTANCY AGREEMENT

This Consultancy Agreement ("**Agreement**") is effective as of July 1, 2024, (the "**Effective Date**") and is entered into by and between:

(1) **Merus N.V.**, a public company with limited liability (*naamloze vennootschap*), having its registered office at Uppsalalaan 17, 3rd and 4th floor, 3584 CT, Utrecht, the Netherlands ("**Merus**");

and

(2) Dr. Andrew Joe, having his address at [●] ("**Consultant**");

(Each of Merus and Consultant may hereinafter be referred to as a "**Party**" or collectively referred to as the "**Parties**.")

WHEREAS:

(A) Consultant as of July 1, 2024 shall be an independent contractor, having experience in the design and development of therapeutic antibodies and antibody candidates; and

(B) Merus wishes to engage Consultant to provide services to Merus for a limited term, and for the limited purpose of providing professional advice and guidance to Merus in the field of antibody development, including as it concerns zenocutuzumab, as further set out in this Agreement, and Consultant is willing to provide such services subject to the terms and conditions of this Agreement.

NOW THEREFORE, for mutual consideration, the receipt and adequacy of which are acknowledged by the Parties, the Parties agree as follows**:**

1. THE SERVICES

1.1 Merus engages Consultant to provide, and Consultant agrees to provide, professional advice and guidance to Merus in the field of antibody development, including as it concerns zenocutuzumab as may be further specified and requested by Merus, (the "**Services**"). Consultant shall provide Services only upon the written instruction of the Chief Executive Officer or his delegate.

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1.2 Consultant is capable of providing the Services and shall be reasonably available to provide the Services. Consultant shall carry out the Services in an expert and diligent manner and shall, to the best of his ability, promptly comply with and observe all lawful and reasonable requests given to Consultant by Merus pursuant to this Agreement.

1.3 Consultant represents and warrants to Merus that he is under no contractual or other restrictions or obligations that are inconsistent with the execution of this Agreement, or that will interfere with the performance of the Services. Consultant represents and warrants that the execution and performance of this Agreement will not violate any policies or procedures of any other person or entity for which he performs services concurrently with those performed herein.

1.4 Consultant shall comply with all applicable laws and regulations in the performance of the Services.

1.5 Consultant shall not subcontract any work in connection with this Agreement without the prior written consent of Merus.

1.6 Consultant agrees to provide Services to Merus.

1.7 Consultant will ensure that he provides the Services in accordance with the terms and conditions of this Agreement.

2. CONSIDERATION & EXPENSES

2.1. In full consideration of Consultant's full, prompt, and faithful performance of the Services, Merus agrees to pay to Consultant a monthly fee for Services rendered of . $41,000 per month.

2.2. In addition to the fee referred to in Clause 2.1, Merus shall reimburse Consultant for reasonable expenses pre-approved by Merus, such as travel, hotel and meal expenses in connection with the Services. Merus shall pay Consultant the amounts due pursuant to Merus' receipt of the written invoices including receipts relating to the expenses. For any expense greater than $ 1,000, Consultant must seek prior approval from Merus to secure reimbursement.

2.3. Provided there is no reasonable dispute concerning the invoice raised by Merus, each payment to Consultant shall be made by Merus within thirty (30) calendar days of the date of invoicing.

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2.4. Invoices shall contain a specification of hours/days during which the Services are performed and, in reasonable detail, the reasonable expenses pre-approved by Merus and incurred by Consultant.

All Consultant invoices and billing matters should be addressed to:

[●]

Merus N.V.

Attn: Financing Department

Uppsalalaan 17

3rd and 4th floor

3584 CT Utrecht

The Netherlands.

All Merus payments and billing inquiries shall be sent to:

Address above

2.5. The consideration and reimbursement referred to in Clauses 2.1 and 2.2 shall be the sole consideration due to Consultant in connection with the Services and this Agreement.

2.6. It is Consultant's responsibility to comply with any obligations towards tax and social security auithorities that may result from this Agreement. Consultant indemnifies Merus and holds Merus harmless against any taxes, social security premiums, costs, penalties, interest or other liabilities regarding the potential tax and social security consequences resulting from this Agreement.

3. TERM

3.1. This Agreement shall commence on the Effective Date and shall continue for three (3) months from the Effective Date, ending on September 30, 2024.

3.2. This Agreement may be terminated at any time by either Party, and for any reason, upon thirty (30) calendar days' prior written notice.

3.3. All rights granted to Merus in respect of work performed and services rendered by Consultant and the products of such work and services, and all rights granted to Consultant for payments to be received under this Agreement, which arise prior to the date of termination of this Agreement, shall not be prejudiced or affected by such termination. Termination or expiry of this Agreement under clause 3.1 or 3.2 above shall not affect the accrued rights of the Parties that arose in any way out of this Agreement as at the date of termination or expiry. In particular, but without limitation, the provisions of clauses 3, 4.3, 5, 6, 7.4 and 8 shall survive this Agreement and shall remain in full force and effect.

3.4. Consultant agrees to promptly return, following the termination of this Agreement or upon earlier request by Merus, all drawings, tracings, and written materials in Consultant's possession and supplied by Merus in conjunction with the performance of the Services under this Agreement or generated by Consultant in the performance of the Services under this Agreement.

4. INDEPENDENT CONTRACTOR

4.1. This Agreement is a contract for the provision of services. Nothing in this Agreement shall be deemed to make Consultant an employee of Merus or any of its affiliates. Nothing herein shall be construed to create an employer-employee relationship between Merus and Consultant or to entitle Consultant to any benefits provided by Merus to its employees.

4.2. Consultant shall not have any express or implied right or authority to assume or create any obligations on behalf of, or in the name of, Merus, or to bind Merus to any contract, agreement or undertaking with any third party. Nothing contained in this Agreement shall be construed or applied to create a partnership, agency, or joint venture relationship between Consultant and Merus. Similarly, Consultant shall not state or imply, directly or indirectly, that Consultant is empowered to bind Merus without Merus' prior written consent.

4.3. Consultant shall not use the name, trade name, trademark or logo of Merus or any abbreviation or adaptation thereof, in any advertising, trade display, public statement or for any other purposes, without the prior written consent of Merus.

4.4. Consultant agrees that while acting as a consultant for Merus (the "**Merus Consultancy**"), neither Consultant nor anyone assisting Consultant will engage in any activities that are adverse to the interests of Merus. Reports and other documents generated, or obtained by Consultant in the course of the Merus Consultancy (the "**Consulting Materials**") will be the property of Merus. If authored by Consultant, they will be considered "Works Made For Hire" and all right, title and interest in such works is hereby assigned by Consultant to Merus.

Merus N.V.
Uppsalalaan 17
3rd and 4th floor
3584 CT Utrecht
The Netherlands
www.merus.nl

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BTW NL8122.47.413.B01

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5. CONFIDENTIALITY

5.1. Confidentiality shall be govered by the terms and conditions of the Proprietary Information and Inventions Assignment Agreement (the "Proprietary Information Agreement") executed on July 2, 2020.

5.2. After completion of the Services or termination of this Agreement, whichever occurs earlier, Consultant shall have no right to use any Confidential Information and shall promptly return or destroy all Confidential Information, including all documents, correspondence and records containing or developed using Confidential Information. Consultant shall certify as per Exhibit A of the Proprietary Information Agreement, within ten (10) calendar days of Merus' request.

5.3. Nothing contained herein shall be deemed to imply or otherwise constitute the grant of any right or license regarding any Confidential Information. The Confidential Information and any intellectual property rights relating to the Confidential Information shall remain the exclusive property of Merus. Merus makes no representation or warranty as to the Confidential Information, including to the accuracy or completeness thereof. Merus shall have no liability to Consultant arising from the use of the Confidential Information for the Services.

6. ASSIGNMENT OF INTELLECTUAL PROPERTY

6.1. Section 3 of the Proprietary Information Agreement shall continue to govern intellectual property during the term of this Consulting Agreement.

7. DATA PROTECTION

7.1. Merus may process personal data relating to Consultant for the purposes of and within the framework of this Agreement and the performance of Services thereunder. The personal data collected may include a copy of an identification document, contact details and bank account number. All such personal data shall be handled in a proper and careful manner in accordance with applicable law, including the General Data Protection Regulation (GDPR) and the Dutch Implementation Act GDPR (*Uitvoeringswet Algemene Verordening Gegevensbescherming*).

7.2. This encompasses, among other things, that Merus has implemented sufficient technical and organisational measures to ensure the protection of personal data. Personnel or third parties that have access to personal data will be bound by confidentiality obligations. Further, Consultant has several rights regarding its personal data collected and/or processed by Merus, including the right to access, correction, deletion and portability of Consultant's personal data. For the purpose of the performance of this Agreement, Merus may transfer Consultant's personal data to third parties, provided that there is a legitimate interest in doing so. Where such third parties are located outside the European Economic Area in countries that are not deemed to have an adequate level of data protection, Merus will ensure that sufficient safeguards are in place or that the explicit consent for such transfer is obtained from Consultant. The Company's Workforce Privacy Policy provides further information on data protection and applies to the processing of the personal data of Consultant by Merus.

7.3. Consultant shall comply with Merus' rules and policies regarding the processing of personal data should it process any personal data on behalf of Merus in performing the Services.

8. MISCELLANEOUS

8.1. The terms of Proprietary Information Agreement shall remain in full force and effect during the term of this Agreement, including the non-solicitation and non-disparagement set forth in Sections 5 and 6, and the terms of the Separation Agreement shall remain in full force and effect, including the non-competition provision set forth in Section 4.

8.2. This Agreement incorporates in full the Proprietary Information Agreement, and the Separation Agreement between Consultant and Merus US, Inc. (including the non-competition provisions provided therein), which collectively govern the Parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understandings relating to the subject matter hereof, whether written or oral. No modification, amendment, supplement to, or extension of this Agreement shall have any force or effect unless reduced to writing and signed by each Party.

8.3. Consultant warrants to Merus that he is entitled and authorized to enter into this Agreement and perform his obligations hereunder, without breaching any other existing contractual obligations he may have.

8.4. Consultant warrants to Merus that he shall conduct his Services in accordance with uncompromising honesty and integrity and that it shall comply with Merus' *Code of Business Conduct and Ethics*, as published on Merus' website (http://www.merus.nl > Investors & Media > Corporate Governance > Governance Documents > Code of Business Conduct and Ethics).

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8.5. All notices, documentation and communications shall be in English and sent by personal delivery, pre-paid registered mail, or overnight courier, to the relevant address set out below and shall be deemed to have been given on the date of receipt. Parties shall also send each other notice through email at the email addresses set out below.

If to Consultant	If to Merus Uppsalalaan 17 3rd and 4th floor 3584 CT Utrecht The Netherlands With a copy to: [●]

8.6. This Agreement, and all claims and/or causes of action (whether in contract, tort, or statute) that may be based upon, arise out of, or relate to this Agreement, or the negotiation, execution, or performance of this Agreement (including any claim or cause of action based upon, arising out of, or related to any representation or warranty made in or in connection with this Agreement), shall be governed by, and enforced in accordance with the laws of the Commonwealth of Massachusetts exclusively, without giving effect to any laws, rules, or provisions that would cause the application of the laws, rules, or provisions of any jurisdiction other than the Commonwealth of Massachusetts. If any dispute arises out of or in connection with this Agreement, the Parties will themselves endeavor to settle such dispute amicably. If the Parties fail to reach an amicable settlement of the dispute within a reasonable period of time, such dispute shall, to the exclusion of all others be adjudicated in the state and federal courts having jurisdiction over disputes arising in the United States, and Consultant hereby agrees to consent to the personal jurisdiction of such courts. The Company and Consultant each hereby irrevocably waive any right to a trial by jury in any action, suit or other legal proceeding arising under or relating to any provision of this Agreement.

8.7. This Agreement has been prepared in the English language and the English language shall control its interpretation.

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8.8. No claim, right or remedy of a Party under this Agreement shall be deemed to be waived in whole or in part unless such waiver is in writing and signed. No relaxation, forbearance, delay or indulgence by a Party in enforcing any of the provisions of this Agreement shall prejudice, affect or restrict the rights of that Party under this Agreement, nor shall any waiver by a Party of a violation of this Agreement operate as a waiver of any subsequent or continuing violation.

8.9. If any provision of this Agreement is held to be illegal, invalid or unenforceable, (a) that provision shall be deemed amended to achieve as nearly as possible the same effect as the original provision, and (b) the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

8.10. This Agreement may be executed electronically (by PDF) and/or in counterparts, each of which shall be deemed an original, and all of which together, shall constitute one and the same instrument.

8.11. Consultant shall not assign or delegate his obligations under this Agreement either in whole or in part without the prior written consent of Merus.

8.12. The section headings herein are intended for convenience of reference only and are not intended to affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this document to be executed by their duly authorized representatives as of the Effective Date.

Merus N.V.

/s/ Sven (Bill) Ante Lundberg
Name: A.S. Lundberg
Title: CEO

Date: June 30, 2024

Dr. Andrew Joe

/s/ Andrew Joe
Name: Andrew Joe
Title: Consultant

Date: June 30, 204